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STATE EMPLOYMENT
RELATIONS BOARD

2012 NOV 15 P 2:17

K#29066



2011-2014 Master Agreement

between the

Fairlawn Local Schools

and the

Fairlawn Teachers' Association

PROFESSIONAL NEGOTIATIONS AGREEMENT

ARTICLE I. RECOGNITION

1.1 Recognition of Association

The Fairlawn Board of Education hereinafter referred to as the "Board" hereby recognizes the Fairlawn Teachers' Association hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all full-time professional teachers, full-time licensed tutors, non-supervisory personnel, and all teachers who are assigned F.T.E. of .50 or more, excluding "short-term" substitutes, employed by the District performing any work currently being performed by bargaining unit members or any similar work, including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational), guidance counselors, librarians, and media and program specialists. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created positions unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

1.2 Recognition of Management

Except as specifically abridged, delegated, granted or modified by a specific and express term of this agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio. Including but not limited to management's right to: determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the effectiveness of school operations, determine the methods, processes, means, and personnel of school operations are to be conducted, and suspend discipline, demote, or terminate teachers for just cause, layoff, non-renew, transfer, promote or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district, determine the instructional hours for pupils; and direct, assign, and schedule pupils. The exercise of any of the foregoing rights requires neither prior negotiation with nor agreement with the Association.

ARTICLE II. PROVISIONS

2.1 Ohio Revised Code

Some terms and language as text in the Ohio Revised Code may be abridged by the operation of this agreement and where these articles conflict or contradict pertinent sections of the ORC, it is the intention of this Master Contract that these articles will prevail to the total exclusion of the ORC conflicting articles as permissible under the collective bargaining legislation of ORC 4117 and all pertinent sections thereof.

ARTICLE III. PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 4117.11 (a) (5) and (b) (3) requires that the Association and the Board be willing to respond to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Section 4117.11 (a) (5) and (b) (3) requires both parties to recognize negotiations as a shared process.

3.1 Negotiating Team

The Board or designated representative(s) of the Board will meet with the representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

3.2 Submission of Issues

Under this agreement, notice must be given by either party not less than 90 days prior to the expiration date of this agreement on the issues subject to negotiations. The terms and conditions of this contract will continue in effect for a period of 90 days after the party gives notice or until the expiration date of the contract whichever occurs later. (Section 4117.14 (B) (1) and (3).)

3.3 Negotiations Procedures

The Board or designated representative(s) of the Board shall meet at mutually agreed upon places and times with the representatives of the Association for the purpose of affecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understandings and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described under 'Submission of Issues', such additional meetings shall be held, as the parties may require to reach an understanding on the issue(s), or until an impasse is reached.

- a. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- b. Both parties may find it necessary to update their respective constituencies in the negotiation process. Both negotiating teams may report to their respective constituencies regarding the status of negotiations. All such reports must be factual, descriptive, and objective statements void of emotional or qualitative commentary.
- c. The Board will furnish the Association with requested specific financial data for the negotiations process. The Board will furnish this data within 10 business days.

3.4 Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under negotiation, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and the Board, the Board shall, by resolution, adopt the Agreement and amend its official policies to comply with changes adopted within the Agreement. The parties agree to abide by the terms of the agreement and to take the necessary action to advise their respective constituents of the terms of the agreement.

3.5 Implementation and Amendment

Both the Negotiating Procedure Agreement and the Negotiated Agreements shall contain specification as to when they will become effective and their duration.

Any or all articles of this agreement may be amended by mutual consent of both parties. Consent of the Association may be reached upon majority vote of its membership.

3.6 Conflict with Law or Regulation

If any provision of this Agreement or any agreement reached through this Agreement, or any application thereof to any teacher or group of teachers is held to be contrary to Ohio law, or to Federal Regulations and Guidelines, then such items will not be deemed valid and subsisting except to the extent permitted, but all other items of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of re-negotiating the provision or provisions affected except where such contradiction is permissible under the collective bargaining laws of Ohio and this agreement between the Association and the Board.

3.7 Past Practices

This master agreement voids consideration of all previous agreements and past practices between the Board and the Fairlawn Education Association.

3.8 Duration of Agreement

This Agreement shall become effective August 1, 2011 to July 31, 2014.

ARTICLE IV. RATIFICATION

4.1 Ratification

This Agreement and all of its provisions are hereby approved by the Fairlawn Board of Education, on May 31, 2011 and ratified by the Fairlawn Teachers' Association at its regular Board of Education meeting on June 9, 2011.

ARTICLE V. ASSOCIATION RIGHTS

- 5.1 The Association shall be permitted to insert materials into licensed personnel mailboxes provided that such materials will cause no disruptions to the educational atmosphere and no expense to the Board.
- 5.2 The Board will give prior notice of all Board meetings to the Association President. The Board will also provide the Association with a copy of the planned agenda and a copy of the approved minutes as soon as possible. A copy of the Board agenda may be posted by the Association president or his designee in each building on the staff bulletin board designated for the Association business the same day as it is provided to members of the Board.
- 5.3 The Association and its representatives shall have access to school buildings at all reasonable hours for meetings subject to the building use authorization policy adopted by the Board.
- 5.4 The Association may obtain by written request a list of all employee names within the bargaining unit each school year. The list shall contain the individual employee's training and experience level on the current salary schedule as well as supplemental positions held.
- 5.5 Association Leave

The Association shall be permitted four (4) days-paid leave per school year to conduct Association business. Said leave shall apply to four members of the Association and may be used as one day respectively for each of the four members or any combination thereof not to exceed a total of four (4) days. Those four (4) days may not be used in fractional units.

5.6 Association Membership

All teachers will be either a full-member or fair-share-member of the Fairlawn Teachers' Association. Full-members will have \$4.00 deducted from every pay. Fair-share-members will have their pay deducted at a rate to be determined by the Fairlawn Teachers' Association each August. This rate shall not exceed 75% (\$3.00) of full-members. Dissolution of the Fairlawn Teachers' Association voids this clause.

ARTICLE VI. TEACHING CONDITIONS

6.1 School Day

The Teacher Workday shall consist of 7 hours and 15 minutes exclusive of a 30-minute unassigned lunch break.

The regular contract year shall consist of 186 days for 2011-2014.

Beginning and ending times of the teacher workday may vary contingent on teacher schedule and duty assignments.

The regular calendar shall consist of 186 days for the contract years 2011-2014.

- 178 Student Days
- 3 Professional Development
- 2 Teacher Work Days
- 2 Parent-Teacher Conference Days
- ½ Open House
- ½ Graduation

Note #1: Personal professional development days on the part of the employee shall be done to meet their Local Professional Development Committee (LPDC) approved Individual Professional Development Plan (IPDP). They are not a part of the Board of Education approved calendar. The three district days and any waiver days may also count towards the IPDP if approved by the LPDC.

Note #2: The last day of school shall be an early release day.

6.2 Planning Time

Every licensed teacher at the PK-3 level shall have scheduled a minimum of two hundred (200) minutes of planning time per five-day week.

Part time teachers (50% or more) shall have their planning time prorated.

Every licensed teacher at the secondary level (4-12) shall have scheduled at least one period per school day for planning per five-day week. Part time teachers (50% or more) shall have their planning time prorated.

Teachers who assume assignments in place of planning time shall be paid an hourly rate of \$16.00 per hour prorated for actual time spent under these circumstances.

6.3 Lesson Plans will be completed by the last work day of the previous week. All lesson plans will be submitted through the approved electronic software.

6.4 Sick Leave

- a. Teachers unable to attend school because of illness shall notify their Building Principal by 6:00 a.m. of absence. Violations may be subject to disciplinary actions.
- b. Teachers shall notify the Building Principal prior to the close of the students' school day if they know they will be unable to attend the following day.

- c. In cases of all absences (sick leave, personal leave, and professional leave) teachers will provide the following information:
1. Name
 2. Lesson plans which will be on file in the school office
 3. Seating chart(s) and class rosters will accompany lesson plans
 4. Any other information or instructions (like duties, etc.) that may be of help to the substitute.
- d. Teachers shall accumulate sick leave at the rate of fifteen (15) days per school year. Sick leave may be used for each of the following reasons:
1. Personal illness
 2. Pregnancy
 3. Illness in the immediate family. Immediate family is defined as:
 - a. Those living in the same household and husband, wife, children, parents, parents-in-law, brother and sister, and grandchildren.
 - b. Sick leave used for this purpose is limited to 3 days. Beyond this limit refer to section j (below)
 4. Death
 - a. Employees immediate family shall include spouse, parents, brothers and sisters, children, grandparents, aunts, uncles, and in-laws, grandchildren, and children thereof.
 5. Extraordinary circumstances shall be referred to the Superintendent of schools for special consideration.
- e. Any licensed employee who has exhausted all earned sick leave shall be advanced five (5) days sick leave prior to the start of each new school year.
- f. Teachers shall be permitted to have sick leave accumulation of 300 days.
- g. Employees will be allowed to use sick leave and authorized leave on ½ day or full day increments only. When internal in-house coverage is available, teachers will have the option to take ¼ day of sick leave. If in-house coverage is not available, the teacher must take a minimum of ½ day of sick leave.
- h. Teachers will be notified periodically of their total number of accumulated sick leave days.
- i. Upon return from sick leave, each employee of the Board shall furnish a signed statement indicating that the employee was absent for just cause and shall give the name and address of an attending physician if medical attention is required. Medical documentation is required for all absences of 3 or more days. A release by the doctor treating the employee will be required for employee returning to work for any absences in excess of 3 days.
- j. Sick leave donation will be available to any member of the licensed staff who has used all available sick leave days. A member may request a donation of sick leave days from the members of the bargaining unit.

Each member will be asked to donate 1 day (at a time) of their accumulated sick leave to the sick leave bank. Members may donate up to a maximum of 5 days. The Association shall submit to the treasurer a list of all employees who have donated one day. The list the Treasurer will use will be starting with the person having the most accumulated sick days to the person with the least number of sick days accumulated. If some remain unused, the staff members who made them available shall retain that day. The total accumulated bank of donated leave shall expire at the completion of each contract year.

Any member wishing to use a day(s) from the bank will complete a form requesting access to the sick leave bank. The Association President and the school Treasurer will sign off on the form approving access to the bank. (Reference Sick Leave form page 28)

Access to the bank will be considered only after a member has exhausted all sick leave and all personal leave and ONLY in the occurrence of an extended illness or emergency surgery.

Sick leave pool shall not be an alternative to disability retirement nor delay the application for disability retirement.

6.5 Personal Leave

- a. Personal leave shall be granted upon forty-eight (48) hours notice to the building principal. In cases of emergency, the forty-eight (48) hour notice may be waived. Personal leave shall be limited to three (3) days per school year. No reason(s) shall be required for the use of personal leave. Personal leave may not be granted when fifteen percent (15%) of the staff in any building are on leave or unless approved by the Superintendent.
- b. Personal leave shall not be granted on the first or last day of school for leisure or recreational activities, nor to work another job, including self-employment.
- c. Personal days will not be granted in place of Professional Development days.
- d. Unused Personal Leave Days will be compensated at the rate of \$90 per day.

6.6 Parental and Maternity Leave

Parental leave without pay shall be granted to an employee for the purpose of child bearing and/or rearing. All paternity and maternity leave shall be consistent with the Federal Family and Medical Leave Act which shall apply to this provision.

6.7 Jury Duty

The Board will pay employees the difference between such employee's regular pay and the pay received by him/her for serving as a juror. Except as provided above, teachers receiving notice of jury duty shall be granted a leave of absence without loss of pay or benefits for the duration of the leave.

6.8 Military Leave

A military leave of absence shall be granted to any employee who is drafted or recalled to active, duty with any branch of the armed service of the United States.

An employee returning from military service shall be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.

Voluntary re-enlistment immediately terminates military leave granted by the Board.

6.9 Professional Leave

All professional leave is subject to the approval of the superintendent. Applications for professional leave should meet the mission statement of the district, be cost effective, and based on substitute availability.

Assault leave shall be limited to 30 days. Worker's Compensation will take over after that point.

6.10 School Calendar

The Superintendent and/or his designee will meet in November of each year with representatives of the Association to determine their recommendations for the school calendar for each succeeding school year.

6.11 Leave of Absence

The Board may authorize a leave of absence without pay for any teacher who requests such leave subject to the terms herein stated:

For professional growth which shall include, travel, professional study, or other pursuits that will in the determination of the teacher, improve his/her competency.

To participate in other employment experience, foreign or domestic, that will increase the teacher's competency and experience.

To care for a newborn child or adopted child of which the teacher is a parent.

For extended illness or for medical reasons of the teacher or a member of the teacher's immediate family.

For other reasons as approved by the Board so long as such leave is granted uniformly and consistent with the provisions of this Agreement.

For military reserve training or for active military duty.

Leave for absence for official and professional organization. Business may include:

State Teachers' Retirement System, Ohio High School Athletic Association, Ohio Educational Association, National Education Association, National Teachers' Certification Board, any State or National academically related association, or any other Association Appointment as approved by the Board and the Fairlawn Teachers' Association.

Such leave shall be for a maximum of one year, and with Board approval an additional year.

6.12 Misuse of Leave

Evidence substantiating the willful misuse of any leave granted under this Article may be considered just cause for disciplinary action up to termination of contract.

6.13 Personnel Files

There will be no anonymous entries in an employee's personnel file.

Personnel wishing to appeal material in their record as to its accuracy, completeness, relevance, or timeliness shall make a request in writing to the administrator delegated to maintain the records and specify therein:

- name and date
- material to be appealed
- reason for appeal

The responsible administrator shall hear the appeal within ten (10) days and make a determination within five (5) days of the hearing of the appeal.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

A copy of such information will be given to the employee prior to entry into his/her file.

6.14 Dress Code

Blue jean slacks/pants and blue jean shorts shall not be worn on regular student school days. However, other denim materials may be worn. Blue Jeans may be worn on field trips when the principal determines that the nature of the educational activity warrants the alternative attire.

ARTICLE VII. COMPENSATION

7.1 Make-Up Days

In the event that the State of Ohio requires make-up days due to calamity, the make-up dates will be listed on the Board of Education approved calendar.

7.2 Workers' Compensation Insurance

Workers' Compensation is subject to the Ohio Revised Code.

In no event can Workers' Compensation be received while an employee is on school sick leave, subject to Ohio Revised Code.

7.3 Retirement Pay

Any employee retiring from the Fairlawn Local School District shall be eligible for severance pay providing eligibility requirements are met as follows:

1. Be employed by the Fairlawn Local School District at the time of retirement.
2. Have ten (10) years or more service in the Fairlawn Local School District.
3. Have an application for retirement approved by the State Teachers' Retirement System.
4. Completed application for severance pays and has filed with the Treasurer of the Board of Education no later than 90 calendar days after the last date of employment.

Payment shall be made after requested, or when eligible. The retiring employee shall designate on application which month payment is desired.

The formula for payment shall be: one-fourth (1/4) or twenty-five percent (25%) times the accrued sick leave days up to a maximum of sixty (60) days. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the teacher's pay at retirement by the total number of days, or fractional parts thereof, as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

Accumulated personal leave of record as of August 31, 1996 will be kept and transferred to employee's severance package at teacher's per diem rate at the time of the teacher's retirement from Fairlawn under STRS.

A teacher who dies while actively employed by the Board shall be treated as having met all applicable requirements for severance pay. The designated beneficiary or estate shall be paid the total amount of severance pay due on a mutually determined payment schedule or within ninety (90) days of the certificate of death.

7.4 Regular Contracts

All teachers employed by the Board shall be issued written contracts. Such contracts shall include the following information:

1. Name of teacher.
2. Name of the school district and Board of Education employing said teacher.
3. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.
4. Annual compensation to be paid for the first year of the contract.
5. The contract shall include provisions for the signatures of the President of the Board of Education, the Treasurer, the teacher, and date of signing by the teacher.

All limited contracts are subject to the provisions of ORC 3319 and all pertinent parts respective to timelines and notification dates.

Initial limited teaching contracts will be determined by the Superintendent for duration of either one (1), two (2), three (3), four (4), or five (5) years. Limited contracts to be renewed will be offered on the following sequence unless written notification is made to the particular teacher indicating either teacher

performance or low student enrollment. Seniority shall be a factor with low student enrollment.

Teachers completing service under a one-year, limited contract are eligible to receive a subsequent two-year contract. Teachers hired after August 1, 2008 who are not appropriately licensed by the Ohio Department of Education will only be eligible for a one-year limited contract until the teacher has completed their licensure requirements.

Teachers who have completed service under a two-year contract are eligible to be awarded a subsequent three-year contract.

Teachers who have completed service under a three-year contract are eligible for either a four- or five-year contract as recommended by the Superintendent.

The teacher may request that this sequence be interrupted if the teacher establishes their eligibility for continuing contract status under the ORC. Teachers who request to have their limited contract interrupted for the purpose of being considered for a continuing contract must make the request to the Superintendent in writing by October 15. Two evaluations will be completed by the administration and a recommendation will be made to the Superintendent by April 30. All requirements related to Ohio law regarding continuing contracts must be met before Board of Education will consider the employee's request for a continuing contract.

A Teacher may waive their right to a continuing contract and accept a 1-year or 2-year limited contract if offered by the Board of Education.

7.5 STRS Contribution

The Fairlawn Board of Education will authorize and direct the Treasurer to treat the teacher STRS contribution as a salary reduction method and to make all necessary reports to the STRS and IRS consistent with this intention.

7.6 Salaries

Initial placement on the specific level of the adopted salary index shall be made by the Board of Education. The Board will base said placement on (1) prior teaching experience, and (2) education level of the teacher. All teachers shall be subject to this Article. All hours completed for consideration to move across the columns on the salary schedule must be "*graduate semester*" credit hours. Hours taken as graduate quarter hours will be converted to the semester quarter hour by the conversion calculation method.

Consideration for prior experience shall be limited to five years. The Board, on a case-by-case basis, may consider additional experience.

Teachers working less than full-time shall have their salary pro-rated.

Special District Work

Teachers completing work for the district that is outside their regular duty assignments will be compensated at a rate of \$16 per hour.

7.7 Non Full-Time Teachers

All non full-time teachers with .50 or more of active assignment will be placed pro rata on the adopted salary schedule in accordance with 7.5. Said personnel will be eligible for Board contribution to insurances at the pro rata corresponding with their full-time equivalency. For example, a .50 teacher would be eligible for a .50 of the Board contribution for a full-time employee.

7.8 Mileage Reimbursement

Teachers, who are assigned to work in more than one Fairlawn School on the same day, may apply for

reimbursement of mileage. Reimbursement shall be at IRS rate per mile during the term of the Agreement.

7.9 Service Contracts

Service contract salaries shall be determined by computing the designated percentage of the base salary as listed on the Service Contract Salary index for each of the three years of this Master Agreement.

The Board of Education may create new service contract positions at its discretion based on perceived needs of the district. Percentage factors will be determined after negotiating with the Association President.

Service contracts are binding on both the Board and the individual and cannot be broken by either party exclusive of mutual agreement. However when insufficient student participation occurs for the sport / activity to occur (enough to field a team), the service contract will be considered null and void with no obligation of either party to the other.

All service contracts shall be binding for the designated time span as stated in the particular contract and will not be subject to any automatic renewal. Notices and Board action relative to non-renewal shall not be required under this agreement.

Service contracts will be posted by internet form for the employee to express their interest in the service contract. Unfilled supplemental position vacancies will be listed on the Fairlawn website and/or by general notice to all staff of the Fairlawn Local Schools. Service contracts will be offered to individuals on the basis of past performance, expertise in the contract area and recommendations from past and present supervisors.

Persons who are offered a contract will be required to sign the contract within five days after written notice is received by the successful applicant for the position. If the successful applicant does not commit to the service contract within five days, the offer will be considered as withdrawn and may be offered to another applicant.

Application by licensed teachers will be considered for all service contract positions and teachers will be invited to submit applications accordingly.

This Article will supersede all other sections of the ORC and will prevail over contradictions with the Code.

7.10 Activity Passes

All current licensed teachers will receive a pass for admission only to all home Academic/Athletic/Cultural (etc.) events. This privilege is for the employee only.

FAIRLAWN LOCAL - 7503
 Certified Employee Salary Schedule
 2011-2012

FY 12 Base
 - 30,553.88

YEARS	BA		BA +20		MA		MA +15	
	INDEX	BA	INDEX	BA +20	INDEX	MA	INDEX	MA +15
0	1.113	34,006.47	1.187	36,267.46	1.263	38,589.55	1.288	39,353.40
1	1.133	34,617.55	1.198	36,603.55	1.272	38,864.54	1.300	39,720.04
2	1.152	35,198.07	1.210	36,970.20	1.287	39,322.85	1.312	40,086.69
3	1.162	35,503.61	1.220	37,275.73	1.298	39,658.94	1.324	40,453.34
4	1.171	35,778.60	1.231	37,611.83	1.311	40,056.14	1.336	40,819.99
5	1.190	36,359.12	1.253	38,284.01	1.335	40,789.43	1.360	41,553.28
6	1.228	37,520.17	1.296	39,597.83	1.383	42,256.02	1.408	43,019.87
7	1.266	38,681.21	1.339	40,911.65	1.431	43,722.60	1.456	44,486.45
8	1.304	39,842.26	1.382	42,225.46	1.479	45,189.19	1.504	45,953.04
9	1.342	41,003.31	1.425	43,539.28	1.527	46,655.78	1.552	47,419.62
10	1.380	42,164.36	1.468	44,853.10	1.575	48,122.36	1.600	48,886.21
11	1.418	43,325.40	1.511	46,166.92	1.623	49,588.95	1.648	50,352.80
12	1.456	44,486.45	1.554	47,480.73	1.671	51,055.54	1.696	51,819.38
13	1.494	45,647.50	1.597	48,794.55	1.719	52,522.12	1.744	53,285.97
14	1.532	46,808.55	1.640	50,108.37	1.767	53,988.71	1.792	54,752.56
15	1.570	47,969.59	1.683	51,422.18	1.815	55,455.30	1.840	56,219.14
16	1.608	49,130.64	1.726	52,736.00	1.863	56,921.88	1.888	57,685.73
17	1.608	49,130.64	1.796	54,874.77	1.911	58,388.47	1.936	59,152.31
18	1.608	49,130.64	1.812	55,363.63	1.959	59,855.05	2.039	62,299.36
27	1.608	50,130.64	1.818	56,546.96	1.959	60,855.05	2.039	63,299.36
	+1,000		+1,000		+1,000		+1,000	

Notes:

1. All hours counted must be in Semester Hours.
2. BA+20 & MA+15 columns are for Semester hours earned after obtaining each degree.

Note: The salary schedules for this three-year contract are based upon the following items:

2011-2012

- 0% raise has been awarded to the base salary from 2010-2011
- Annual Service Steps are being compensated.
- Educational Attainment is being compensated by column movement.

FAIRLAWN LOCAL - 7503
Certified Employee Salary Schedule
2012-2013

FY 13 Base
 - 30,553.88

YEARS	BA		BA +20		MA		MA +15	
	INDEX	BA	INDEX	BA +20	INDEX	MA	INDEX	MA +15
0-1	1.113	34,006.47	1.187	36,267.46	1.263	38,589.55	1.288	39,353.40
2	1.133	34,617.55	1.198	36,603.55	1.272	38,864.54	1.300	39,720.04
3	1.152	35,198.07	1.210	36,970.20	1.287	39,322.85	1.312	40,086.69
4	1.162	35,503.61	1.220	37,275.73	1.298	39,658.94	1.324	40,453.34
5	1.171	35,778.60	1.231	37,611.83	1.311	40,056.14	1.336	40,819.99
6	1.190	36,359.12	1.253	38,284.01	1.335	40,789.43	1.360	41,553.28
7	1.228	37,520.17	1.296	39,597.83	1.383	42,256.02	1.408	43,019.87
8	1.266	38,681.21	1.339	40,911.65	1.431	43,722.60	1.456	44,486.45
9	1.304	39,842.26	1.382	42,225.46	1.479	45,189.19	1.504	45,953.04
10	1.342	41,003.31	1.425	43,539.28	1.527	46,655.78	1.552	47,419.62
11	1.380	42,164.36	1.468	44,853.10	1.575	48,122.36	1.600	48,886.21
12	1.418	43,325.40	1.511	46,166.92	1.623	49,588.95	1.648	50,352.80
13	1.456	44,486.45	1.554	47,480.73	1.671	51,055.54	1.696	51,819.38
14	1.494	45,647.50	1.597	48,794.55	1.719	52,522.12	1.744	53,285.97
15	1.532	46,808.55	1.640	50,108.37	1.767	53,988.71	1.792	54,752.56
16	1.570	47,969.59	1.683	51,422.18	1.815	55,455.30	1.840	56,219.14
17	1.608	49,130.64	1.726	52,736.00	1.863	56,921.88	1.888	57,685.73
18	1.608	49,130.64	1.796	54,874.77	1.911	58,388.47	1.936	59,152.31
19	1.608	49,130.64	1.812	55,363.63	1.959	59,855.05	2.039	62,299.36
28	1.608	50,130.64	1.818	56,546.96	1.959	60,855.05	2.039	63,299.36
	+1,000		+1,000		+1,000		+1,000	

Notes:

1. All hours counted must be in Semester Hours.
2. BA+20 & MA+15 columns are for Semester hours earned after obtaining each degree.

Note: The salary schedules for this three-year contract are based upon the following items:

2012-2013

- 0% raise has been awarded to the base salary from 2011-2012
- Annual Service Steps are not being compensated. (Salary schedules adjusted)
- Educational Attainment is being compensated by column movement.

FAIRLAWN LOCAL – 7503
Certified Employee Salary Schedule
2013-2014

FY 14 Base - 30,553.88

YEARS	BA		BA +20		MA		MA +15	
	INDEX	BA	INDEX	BA +20	INDEX	MA	INDEX	MA +15
0-2	1.113	34,006.47	1.187	36,267.46	1.263	38,589.55	1.288	39,353.40
3	1.133	34,617.55	1.198	36,603.55	1.272	38,864.54	1.300	39,720.04
4	1.152	35,198.07	1.210	36,970.20	1.287	39,322.85	1.312	40,086.69
5	1.162	35,503.61	1.220	37,275.73	1.298	39,658.94	1.324	40,453.34
6	1.171	35,778.60	1.231	37,611.83	1.311	40,056.14	1.336	40,819.99
7	1.190	36,359.12	1.253	38,284.01	1.335	40,789.43	1.360	41,553.28
8	1.228	37,520.17	1.296	39,597.83	1.383	42,256.02	1.408	43,019.87
9	1.266	38,681.21	1.339	40,911.65	1.431	43,722.60	1.456	44,486.45
10	1.304	39,842.26	1.382	42,225.46	1.479	45,189.19	1.504	45,953.04
11	1.342	41,003.31	1.425	43,539.28	1.527	46,655.78	1.552	47,419.62
12	1.380	42,164.36	1.468	44,853.10	1.575	48,122.36	1.600	48,886.21
13	1.418	43,325.40	1.511	46,166.92	1.623	49,588.95	1.648	50,352.80
14	1.456	44,486.45	1.554	47,480.73	1.671	51,055.54	1.696	51,819.38
15	1.494	45,647.50	1.597	48,794.55	1.719	52,522.12	1.744	53,285.97
16	1.532	46,808.55	1.640	50,108.37	1.767	53,988.71	1.792	54,752.56
17	1.570	47,969.59	1.683	51,422.18	1.815	55,455.30	1.840	56,219.14
18	1.608	49,130.64	1.726	52,736.00	1.863	56,921.88	1.888	57,685.73
19	1.608	49,130.64	1.796	54,874.77	1.911	58,388.47	1.936	59,152.31
20	1.608	49,130.64	1.812	55,363.63	1.959	59,855.05	2.039	62,299.36
29	1.608	50,130.64	1.818	56,546.96	1.959	60,855.05	2.039	63,299.36
	+1,000		+1,000		+1,000		+1,000	

Notes:

1. All hours counted must be in Semester Hours.
2. BA+20 & MA+15 columns are for Semester hours earned after obtaining each degree.

Note: The salary schedules for this three-year contract are based upon the following items:

2013-2014

- 0% raise has been awarded to the base salary from 2012-213
- Annual Service Steps are not being compensated. (Salary schedules adjusted)
- Educational degree attainment (or hours completed) is not being compensated by column movement for 2013-14 (Column movement is frozen)

There has not been any commitment made by either party to any salary schedule beyond the duration of this three-year contract.

7.11 SERVICE CONTRACT SALARY INDEX

2011-2014 SCHOOL YEARS

*to calculate amount of pay, multiply salary base for year by the percentage listed.

NON-ATHLETIC

<u>Description</u>	<u>Percentage</u>
Academia	3%
Band	13%
Christmas Concert (Elementary Teacher supervision of students)	\$25.00
Choir Concert Director	3%
Envirothon	1%
Freshman Class Advisor	2%
German Club Advisor	2%
Guidance (20 days extended service)	per diem
High Q	2%
Home Instruction	\$22 per hour
HS Science Olympiad	2%
Junior Cheerleaders Advisor	4%
Junior Class Advisor	5%
Junior High National Honor Society	3%
Junior High Student Council	3%
Local Professional Development Committee	2%
Math Counts	1%
MS Science Olympiad	2%
Musical Assistant	2%
Musical	6%
Pep Band	5%
Power of the Pen (If only one team amount would be 1 ½%)	3%
Saturday School Supervision & After School Detention	\$13 per hour
Senior Cheerleaders Advisor	6%
Senior Class Advisor	4%
Senior High National Honor Society	3%
Senior High Student Council	3%
Social studies shootout	1%
Sophomore Class Advisor	2%
Spelling Bee	1%
Summer School	\$18 per hour
Tour Director (8th grade trip)	3%
Yearbook	10%

ATHLETIC

<u>Description</u>	<u>Percentage</u>
Athletic Director	17%
Assistant Athletic Director	7%
Varsity Boys Basketball	14%
Reserve Boys Basketball	9%
Assistant Boys Basketball	8%
Freshman Boys Basketball	6%
8th Grade Boys Basketball	6%
7th Grade Boys Basketball	6%
Intramural Boys-5 & 6	3%
Intramural Boys 1-4	1%
Girls Varsity Basketball	14%
Assistant Girls Basketball	8%
Girls Reserve Basketball	9%
Freshman Girls Basketball	6%
8th Grade Girls Basketball	6%
7th Grade Girls Basketball	6%
Varsity Volleyball	14%
Reserve Volleyball	9%
Junior High Volleyball - Grade 7	6%
Junior High Volleyball - Grade 8	6%
Intramural Girls 5 & 6	3%
Intramural Girls 1-4	1%
Soccer	10%
Assistant Soccer	5%
Baseball	10%
Assistant Baseball	5%
Softball	10%
Assistant Softball	5%
Cross Country 7-12	7%
Assistant Cross Country	3%
High School Track 7-12	10%
Junior High Track 7-12	7%
Golf	7%

If two or more persons assume any one position, it will be prorated accordingly.

*As all coaches need CPR certification, the board will provide CPR training twice per year at its own expense. Coaches who attend CPR training other than those provided by the Board will pay for their own training.

7.12 Experience Incentive

Any individual who is under any service contract for the listed years will be granted an incentive in pay as follows:

After four consecutive years, the employee will receive 1.15 of the supplemental contract.

After ten consecutive years, the employee will receive 1.20 of the supplemental contracted.

After fifteen consecutive years in the same program, the employee will receive 1.25 of the supplemental contract.

Any teacher may be granted a leave of absence by the Board relative to a service contract subject to Board action. Persons who have been granted such leave shall not lose their consecutive status as it pertains to this Article provided they assume a service contract position at the expiration of said leave.

7.13 Hospitalization Insurance

The Fairlawn Local Board will pay monthly premiums for eligible unit members under the insurance plan(s) authorized by the Board of Education.

Unit members who choose the family insurance plan(s) will be eligible for:

- 2011-2012 \$1000 Board contribution
- 2012-2013 \$1025 Board Contribution
- 2013-2014 \$1075 Board Contribution

Unit members who choose the single insurance plan(s) will be eligible for:

- 2011-2012 \$440 Board contribution
- 2012-2013 \$445 Board contribution
- 2013-2014 \$475 Board contribution

Members who choose the High Deductible Plan with a Health Savings Account (HSA) will be eligible for an annual contribution by the Board of Education to their Health Savings Account of \$600 for a family plan or \$300 for a single plan.

Unit members shall pay all insurance premium costs in excess of the Board contribution and the co-pay.

7.14 Insurance Incentive

Licensed teachers who choose to decline the insurance plan(s) will be reimbursed on a sliding scale based on number of persons declining (classified staff numbers included). The amount paid will be based on the lesser monthly number of those declining during the contract year. Reimbursements will be prorated based on a 12- month period in which case a member would decline short of the 12-month period. Example: a person drops in the last 6 months; the payment would be half of the reimbursement amount. Reimbursement payment will pay in the last paycheck of the contract year (August).

Numbers declining	Amount	Numbers declining	Amount
0-12	\$1200	17	\$2200
13	\$1400	18	\$2400
14	\$1600	19	\$2600
15	\$1800	20 - above	\$2800
16	\$2000		

7.15 Medical Deduction Reimbursement

The Fairlawn Local Board will pay each bargaining unit member who is insured under the insurance plan(s) as authorized by the Board up to a maximum of \$200 per policy of non insured, non reimbursable medical expenses incurred during a contract benefit year (Sept 1 - Aug 31) by the respective employee. Example: doctor bills, hospital charges, pharmaceutical, etc. Non-compliance penalties for precertification will not be included under this Article nor will optometry or dental expenses.

This benefit will apply to both Single and Family choice employees covered the insurance plan(s) as selected.

7.16 Dental insurance

The Fairlawn Local Board will pay monthly premiums for eligible unit members under the insurance plan(s) authorized by the Board of Education.

Unit members who choose the dental insurance plan will be eligible for:

2011-2012	\$60 Board contribution
2012-2013	\$60 Board contribution
2013-2014	\$65 Board contribution

7.17 Life Insurance

The Board of Education shall provide a maximum of \$50,000 per employee of Term Life Insurance at a cost to the Board not to exceed \$.35 per \$1,000 of coverage per employee per month. At age 65, the amount of coverage will be reduced by 35% to \$32,500; at age 70, the amount of coverage will be reduced by 35% to \$21,125; at age 75, the amount of coverage will be reduced by 35% to \$13,731.

7.18 F.T.E.

All non full-time teachers with .50 or more of active assignment will be placed pro rata on the adopted salary schedule in accordance with 7.5. Said personnel will be eligible for Board contribution to insurances at the pro rata corresponding with their full-time equivalency. For example, a .50 teacher would be eligible for a .50 of the Board contribution for a full-time employee.

7.19 Direct Deposit

Employees will be paid by automatic direct check deposit subject to the rules and regulations as deemed appropriate by the contractor and district finance officer. Employee pay stubs will be e-mailed.

7.20 125 Plan

Beginning January 1, 2006, the Board will bear the administrative cost of a 125 Plan, which will be administered by an outside firm. Employees may have wages withheld in a flexible spending account that could be used to pay for *dependent child care, over-the-counter drugs, co-pays, medical, dental, optical care, and supplemental insurance* not covered by insurance as permitted by the Internal Revenue Code. Any money not used by December 31 will be forfeited –IRS regulation

7.21 Professional Development/In-service

Teachers will be required to complete 3 days of Professional Development/In-service for contract years 2011-2014. All days will be completed as required by administration planning.

7.22 Attendance

All members of the bargaining unit who have perfect attendance in any semester (excluding professional leave) will be compensated \$300.00. Members will be required to relinquish one personal day at the end of the first semester and the remaining personal days at the end of the second semester to be eligible.

Upon missing just one day (sick or personal) members will be compensated \$150.00 This payment will be made at end of each semester.

To receive this incentive, bargaining unit employees who believe they qualify must apply in writing prior to the last day of school.

7.23 Performance Incentive Bonus

The Board of Education will pay a bonus to all licensed staff covered by this contract and employed as of October 1, 2011 and each successive year based upon the districts performance rating by the Ohio

Department of Education as published in August on the District's Local Report Card for the preceding school year. The bonus will be \$400 if the district is rate "Excellent", the bonus shall be \$800 if the district is rated "Excellent with Distinction" by the Ohio Department of Education on the District's Local Report Card. Payment will be made by October 10 by separate payroll check. Part-time employees will be pro-rated.

- 7.24 If a teacher has exhausted their sick leave and personal leave and they are in a no-pay status, the employee's and the Board of Education's portions of the cost of insurances must be paid by the employee.

ARTICLE VIII. EVALUATION PROCEDURE

8.1 Teacher Evaluations

The teacher evaluation process as conducted by the school district is a key component of the total effort to provide the best possible education program for Fairlawn Schools. The state approved Praxis assessment form along with any narrative shall be the documentation for the teacher evaluation process. (Praxis forms will be included in the contract). When the state adopts a new teacher evaluation process, this process and any forms used in this process that are part of new teacher evaluation system will replace the Praxis assessment system currently being used to evaluate teachers. The authorized administrator shall notify by October 1 those teachers who are scheduled for contract renewal during the school year. At this time any procedures that may be followed will be reviewed and necessary forms will be distributed. This does not limit the administrator's right to evaluate other teachers. (Reference evaluation form on page 31.)

The observations shall be conducted openly with the observer visible to the teacher. Within five (5) working days following a formal observation, a copy of the observation report shall be given to the teacher. A conference may be scheduled by the teacher or evaluator to discuss the evaluation or observation report.

TIMELINE:

- | | |
|-------------|--|
| October 1 | Notification of renewal evaluation
2 observations of thirty (30) consecutive minutes each shall be completed prior to December 15 |
| December 15 | first evaluation report due (this is based on the 2 observations of thirty (30) consecutive minutes each completed prior to December 15 (see following paragraph if evaluation is unsatisfactory **)
additional observations of 30 minutes each completed prior to April 1(see following paragraph ***) |
| April 1 | last evaluation report due to the Superintendent (this is based on the additional observations) |

**If at this time the administrator deems the teacher's performance is unsatisfactory, a positive plan of action shall be established. The responsible administrator shall notify such teacher in writing of this condition. The administrator and teacher shall initiate an evaluation relationship beyond the regular evaluation process for the purpose of improving/correcting, and documenting any unsatisfactory condition in a timely manner.

***Additional observations will be completed prior to April 1. A conference would address areas of strengths and weaknesses. A plan for staff improvement may be established. All subsequent observations shall be completed prior to April 1. A formal written statement may be prepared in cooperation between the

authorized administrator and teacher that attempts to summarize the year -long process.

Teachers shall be permitted to affix comments to any evaluation or observation report that is entered into his/her personnel file. Teachers may review these files at any mutually convenient time, not more than five (5) working days after initiating a request with the building administrator.

Any alleged misinterpretation or misapplication of the evaluation procedure and/or form(s) may be submitted to the grievance procedure by the teacher and/or the Association. If it is determined through the grievance procedure that the evaluation process has been violated in any way, the teacher will be deemed reemployed if the pertinent contract decision was subject to the provisions of this Article.

This Master Agreement in total and this evaluation procedure in particular will in no way restrict the discretion and responsibility of the Board in the renewal and non-renewal decisions relative to limited teaching contracts. It will, however, bind the Board in contract decisions relative to:

- (1) conversion of one-year limited contracts to multi-year limited contracts, exclusive of Article IX Section 9.1 of this Master Agreement
- (2) conversion decisions of eligible limited contracts to continuing contract status
- (3) termination of continuing contracts
- (4) termination of multi-year contracts.

8.2 Successor Clause

The provision of this contract shall, during the term of the contract, be binding upon the Board and the Association and their successors, assignors, or future purchasers and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment by the Board of any or all of its property, or affected or changed in any respect by any change in legal status, ownership, or management of the Board or the Association.

8.3 Suspension for disciplinary reasons.

- A. The administration may take disciplinary action against an employee, which may include either an oral or written reprimand. A reprimand, either verbal or written, shall be given to the employee in private. Upon the initiative of the Superintendent and for just cause, a teacher may be suspended. A suspension without pay may not exceed a period of three (3) days.
- B. The administrator and/or the teacher may request a representative to be present whenever disciplinary action is taken or at any follow-up meetings.
- C. Disciplinary action without pay is subject to the grievance procedure as set forth in this Agreement. No teacher shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until any grievance has been heard.
- D. Nothing herein shall preclude the Board from instituting termination proceedings pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

ARTICLE IX. PERSONNEL ASSIGNMENTS

9.1 Reduction in Staff

It is the responsibility of the Board to provide the staff necessary for the implementation of the education program of the district and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to abolish positions in the district and to reduce the staff whenever reasons of decreased enrollment of the students, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the district, or when financial reasons warrant. In all cases, this Article shall govern the transfer and dismissal of employees affected by the abolishment of

positions.

If staff reduction is made, the reduction shall be made according to current state law.

9.2 Assignment, Transfers, and Vacancies

A written notice of the grade level or subject area assignment will be tentatively made by the Superintendent or Principal and will be given to the teacher prior to July 10. If no written notice is received prior to July 10, the teacher may assume that no change in assignment will be made without prior consultation with the teacher in question.

Notice of teaching and supplemental Vacancies will be posted on the district email system (First Class) and/or on the District Website

9.3 Building Level Committees

A committee selected annually by the Association and by management shall be established for each school building. The committee may prepare a summary report which may be submitted to the Board, Superintendent, and Association. This committee's function is designed to enhance staff-management relationships. The committee shall be advisory and without formal authority.

ARTICLE X. GRIEVANCE PROCEDURE

10.1 An Association representative has the right to attend all meetings in connection with this grievance procedure.

In order to solve problems arising from an alleged violation, misinterpretation, or misapplication of this contract, the following procedure shall be followed:

Step I - Within fifteen (15) working days of the incident or knowledge of the incident, the grievant or the Association will arrange a meeting with the immediate supervisor to discuss the matter of concern. The meeting shall be held within seven (7) working days of request.

Step II - If no acceptable agreement can be reached in Step I, the grievant or the Association may put the matter into writing within seven (7) working days using Form A (Reference Form A page 22). The immediate supervisor will respond in writing within seven (7) working days of receipt of formal grievance. (Reference Form B page 23)

Step III - If the grievant or the Association is not satisfied with the decision rendered in Step II, he/she may submit the grievance within seven (7) working days to the Superintendent. Within seven (7) working days of receipt of said grievance, the Superintendent shall respond in writing. (Reference Form B page 23) In the event that the Superintendent is the immediate supervisor, Step III will be omitted.

Step IV - If the grievant or the Association is still not satisfied, he/she/ or the Association may appeal within seven (7) working days to the Board of Education for a hearing which shall be granted. Either party may request that such hearing be held in executive session, provided the subject of grievance qualifies it for executive session under the "Sunshine Law."

Once a grievance has been filed by either the employee or the Association, the same issue cannot be grieved by either party a second time.

- Rights:
- a. No reprisal shall be taken against persons or the Association when filing grievances.
 - b. More than two persons or the Association when having a similar complaint may follow the procedure outlined.
 - c. Failure of any party to respond within the time limits provided shall allow for the grievance to be dropped (in case of grievant or the Association when) or to be moved to the next level (in case of supervisors).
 - d. When the grievant is satisfied with the decision, at any step, the Association cannot continue with proceedings regarding the grievance.

*The Association cannot initiate a grievance without the express consent of the individual involved in the grievance. Only the party to the grievance can initiate the grievance.

10.2 Miscellaneous

The right to process a grievance shall be forfeited if the grievance is not presented or appealed at any level of this procedure within the specified time limits. If a grievance is not presented or appealed to a higher level of this procedure, it shall be deemed settled on the basis of the last answer.

If the administration fails to respond in a timely manner, the grievance goes to the next level in the grievance process.

GRIEVANCE PROCEDURE FORM A

Aggrieved Person, Persons, and/or FTA _____

Address _____ Phone _____

School _____ Principal _____

Date of Alleged Violation/Misapplication: _____

Person Grievance Filed with _____

Position _____ Date filed _____

A. Discussed with immediate supervisor

Name _____ Date _____

Action taken, if any _____

B. Statement of Grievance:

C. What area of the Contract is disputed? (Set forth the language and source.)

D. Action Requested:

Grievant Signature _____

GRIEVANCE DECISIONS FORM B

Level 11 (Formal) Decision _____

Date _____ Signature _____

Administrative Representative

Signature _____

Grievant and/or Association Representative

Level III (Formal) Decision

Date _____ Signature _____

Administrative Representative

Signature _____

Grievant and/or Association Representative

Level IV (Formal) Decision

Date _____ Signature _____

Administrative Representative

Signature _____

Grievant and/or Association Representative

When decision requires additional space, attached pages as necessary.

ARTICLE XI. ARBITRATION

If the action taken by the Board does not resolve the grievance to the satisfaction of the employee, the Association may file for arbitration provided that all costs associated with this decision are shared equally by the Board and the Association.

- a. Upon the request for arbitration, the Association and the Superintendent will jointly submit a request to the American Arbitration Association within ten (10) working days to provide the parties with a panel of seven (7) arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the Rules of the American Arbitration Association. Either party may reject one Arbitration Association.
- b. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the negotiated policies and agreement. Only grievances as defined herein shall be subject to arbitration; and all issues of procedural arbitration will be heard by the arbitrator in an expedited hearing and award separate from a hearing to determine the substantive issues, or merits of a grievance.
- c. In no instance shall the arbitrator presume to allocate the resources of the School District.
- d. The decision of the arbitrator shall be binding on issues covered under this Master Agreement in its application to working conditions in the Fairlawn Local Schools.

ARTICLE XII. MISCELLANEOUS POLICY

12.1 Conflict with Law or Regulation

If any provision of this Contract, of any Contract reached through this Contract, or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) working days after any such holding for the purpose of re-negotiating the provision or provisions affected.

12.2 Duration of Contract

These Negotiated Contracts shall become effective, upon ratification by both parties on August 1, 2011 and remain in effect through July 31, 2014.

12.3 Cost of Printing Contract

The Board and Association will share the cost of printing this contract as follows:
The Board and Association will each pay half the cost of the printing of one contract for each member of the Association and additional copies printed as needed at shared expense to be given to the Association. The Board will provide a copy of this contract to each new teacher by the start of the school year.

12.4 Teacher Rights

1. No anonymous letter or report shall be the basis for any portion of an evaluation or entry in the teacher's personnel file.
2. Any written formal evaluation of the teacher shall follow the evaluation procedures as required by ORC 3319.11, the Negotiated Agreement and the Rules and Regulations of Fairlawn Local School District not in conflict with ORC 3319.11.
3. A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.
4. Teachers shall be entitled to the full rights of citizenship.
5. With the permission of the Principal, or in his absence, by the Assistant Principal or designee, the teacher may leave the building during working hours, so long as such absence does not interfere in any way with his professional duties.
6. Any licensed staff, upon a written and timely request, may have money deducted from his/her pay checks by the Board to be deposited into his/her Universal One Credit Union account.
7. The Board will not discriminate against any employee with regard to race, color, creed, national origin, sex, marital status, age, or membership or non-membership in any employee organization.
8. A copy of the Board's policies and rules and regulations and any revisions will be posted on the district email system (First Class) and/or on the District Website.
9. Principal's meetings with the faculty will generally be scheduled with at least two days' notice to the faculty. This notice will not be necessary if this meeting is held during teachers' normal working hours or if the meeting is necessary because of an emergency or unanticipated problem.
10. If a teacher feels that a scheduled conference, hearing, or meeting with a non-school employee may be especially negative or unreasonably antagonistic, he/she may request that the Principal allow a representative of the teacher's choice be present.

12.5 Teacher Aides

The Board will make every reasonable attempt to employ sufficient educational and teacher aides to supervise study halls, bus duty, schoolyards, lunchrooms, and school halls and other duties as deemed necessary by the building Principal. Personnel under this category will be subject to funding sources being available as determined by the Superintendent.

**FAIRLAWN LOCAL SCHOOLS
TEACHER EVALUATION FORM**

Name		Date of Evaluation			
Position		Time			
Performance Dimensions	Expectations Ratings				Rater Comments <small>Write comments below as needed. Narrative &/or attachments may be included.</small>
	U	B	P	D	
<u>DOMAIN A: Planning & Preparation</u>					
1. Demonstrates knowledge of content & pedagogy					
2. Demonstrating knowledge of students					
3. Selecting instructional goals					
4. Demonstrating knowledge of resources					
5. Designing coherent instruction					
6. Assessing student learning					
<u>DOMAIN B: The Classroom Environment</u>					
7. Creating an environment of respect & rapport					
8. Establishing a culture for learning					
9. Managing classroom procedures					
10. Managing student behavior					
11. Organizing physical space					
<u>DOMAIN C: Instruction</u>					
12. Communicating clearly & accurately					
13. Using questioning & discussion techniques					
14. Engaging students in learning					
15. Providing feedback to students					
16. Demonstrating flexibility & responsiveness					
<u>DOMAIN D: Professional Responsibility</u>					
17. Reflecting on teaching					
18. Maintaining accurate records					
19. Communicating with families					
20. Contributing to the school & district					
21. Growing & developing professionally					
22. Showing professionalism					

Comments:

I have read the above. I ___ have ___ have not responded to this evaluation on an attached sheet of paper

Comments:

I have prepared this performance review:

Principal's Signature _____ Date _____

My signature indicates acknowledgement of receipt of evaluation

Employee's Signature _____ Date _____

Rev. 11-18-03

Key: U = Unsatisfactory B = Basic P = Proficient D = Distinguished

Components of Professional Practices

Domain A: Planning & Preparation

1. *Knowledge of Content & Pedagogy*
 - . knowledge of content
 - . knowledge of prerequisite relationships
 - . knowledge of content-related pedagogy
 2. *Demonstrating Knowledge of Students*
 - . knowledge of characteristics of age group
 - . knowledge of students' vain approaches to learning
 - . knowledge of students skills & knowledge
 - . knowledge of students' interests & cultural heritage
 3. *Selecting Instructional Goals*
 - . value
 - . clarity
 - . suitability for diverse students
 - . balance
 4. *Demonstrating Knowledge of Resources*
 - . resources for teaching
 - . resources for students
 5. *Designing Coherent Instruction*
 - . learning activities
 - . instructional materials & resources
 - . instructional groups
 - . lesson and unit structure
 6. *Assessing Student Learning*
 - . congruence with instructional goals
 - . criteria & standards
 - . use for planning
- ### Domain B: The Classroom Environment
7. *Creating an Environment of Respect & Rapport*
 - . teacher interactions with students
 - . student interactions
 8. *Establishing a Culture for Learning*
 - . important of the content
 - . student pride in work
 - . expectations of learning and achievement
 9. *Managing Classroom Procedures*
 - . management of instructional groups
 - . management of transitions
 - . management of materials & supplies
 - . performance of non-instructional duties
 - . supervision of volunteers & paraprofessionals
 10. *Managing Student Behavior*
 - . expectations
 - . monitoring of student behavior
 - . response to student misbehavior
 11. *Organizing Physical Space*
 - . safety and arrangement of furniture
 - . accessibility to learning & use of physical resources

Domain C: Instruction

12. *Communicating Clearly & Accurately*
 - . directions and procedures
 - . oral & written language
13. *Using Questioning & Discussion Techniques*
 - . quality of questions
 - . discussion techniques
 - . student participation
14. *Engaging Students In Learning*
 - . representation of content
 - . activities & assignments
 - . grouping of students
 - . instruction materials & resources
 - . structure & pacing
15. *Providing Feedback to Students*
 - . duality accurate, substantive, constructive, & specific
 - . timeliness
16. *Demonstrating Flexibility & Responsiveness*
 - . lesson adjustments
 - . response to students
 - . persistence

Domain D: Professional Responsibility

17. *Reflecting on Teaching*
 - . accuracy
 - . use in future teaching
18. *Maintaining Accurate Records*
 - . student completion of assignments
 - . student progress in learning
 - . non instructional records
19. *Communicating with Families*
 - . information about the instructional program
 - . information about individual students
 - . engagement of families in the instructional program
20. *Contributing to the School & District*
 - . relationships with colleagues
 - . service to the school
 - . participation in school & district projects
21. *Growing & Developing Professionally*
 - . enhancement of content knowledge & pedagogical skill
 - . service to the profession
22. *Showing Professionalism*
 - . service to students
 - . advocacy
 - . decision making

Fairlawn Teachers' Association

Fairlawn Local Schools
18800 Johnston Road Sidney, Ohio 45365
(937) 492 - 5930

Sick Leave Bank Request Form

Employee's Name _____

Date of Request _____

Dates of absences _____

Reason for absence/ request _____

Employee's Signature

Number of days used from the bank for this request _____

Treasurer _____
Treasurer's Signature

FTA President _____
FTA President's Signature

- Copies to:
- Treasurer
 - FTA president
 - Employee

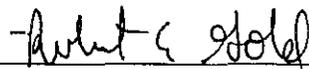
Fairlawn Teachers' Association

12.6 Ratification

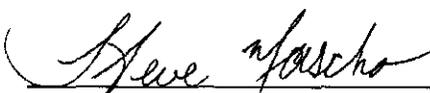
This Agreement and all of its provisions are hereby ratified by the Fairlawn Teachers' Association on this day, May 31, 2011 and ratified and adopted by the Fairlawn Board of Education this day, June 9, 2011.



CORY HUELSKAMP, PRESIDENT
FAIRLAWN TEACHERS' ASSOCIATION



ROBERT GOLD, PRESIDENT
FAIRLAWN BOARD OF EDUCATION



STEVEN MASCHO, SUPERINTENDENT



KEITH DOSECK, TREASURER