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CONTRACT
BETWEEN THE
FAIRVIEW PARK BOARD OF EDUCATION
AND THE
FAIRVIEW PARK EDUCATION ASSOCIATION

SERB Case No.: 2013-MED-04-0587

CUYAHOGA COUNTY

JULY 1, 2013 THROUGH JUNE 30, 2016

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CONTRACT
BETWEEN THE
FAIRVIEW PARK BOARD OF EDUCATION
AND THE
FAIRVIEW PARK EDUCATION ASSOCIATION

ARTICLE I - EFFECTIVE DATE AND DURATION

PREAMBLE

- 1.1 This contract made and entered into by and between the Board of Education of the Fairview Park City School District (hereinafter "Board") and the Fairview Park Education Association (hereinafter "FPEA") shall be effective July 1, 2013. It shall remain in effect through June 30, 2016.

ARTICLE II - RECOGNITION

- 2.1 The Board recognizes the Fairview Park Education Association, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.
- 2.2 The Board shall continue to recognize the FPEA, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), as the exclusive representative of a bargaining unit composed of all full-time and part-time certificated/licensed personnel regularly employed by the Board. The terms "teacher" and "member of the bargaining unit (MBU)" shall be used interchangeably throughout. Wherever the term "Superintendent" appears in this contract it shall be construed to mean the Superintendent or the Superintendent's designee, who will be an administrator of the Board, and who will not be a member of the bargaining unit.
- 2.3 Specifically excluded from the bargaining unit are the following positions: Superintendent, Assistant Superintendent(s), Directors, Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code and any other administrators employed pursuant to Section 3319.02 of the Ohio Revised Code, tutors, preschool/day care staff members employed in programs not mandated by federal and state regulations, and substitutes working less than sixty (60) days in the same assignment.

- 2.4 An MBU hired as a substitute shall become a member of the bargaining unit after sixty (60) consecutive days of employment in the same assignment. An approved leave does not interrupt consecutive days of employment.
- A. Neither the provisions of Articles IX, Evaluation, and Article XXII, Reduction in Force, nor the provisions of ORC 3319.111 and ORC 3319.11 shall apply to long term substitutes.
 - B. A long term substitute MBU's employment shall expire at the end of the long term substitute assignment without action by the Board or further notice to the long term substitute.

ARTICLE III - NEGOTIATING PROCEDURE

- 3.1 Either party may open negotiations by serving a written notice upon the other party. The notice shall be made not more than one hundred and twenty (120) calendar days before nor less than sixty (60) calendar days before the expiration date of this contract. The parties shall hold the initial negotiating session within fifteen (15) calendar days of receipt of a written notice unless extended by mutual agreement.
- 3.2 The FPEA's negotiating team shall not exceed four (4) persons. The Board's negotiating team shall not exceed four (4) persons. In addition, each team may have one (1) consultant and one (1) observer present at any negotiating session. Either side shall be authorized to utilize consultants of their choice to discuss specialized topics.
- 3.3
- A. At the first negotiating session, the FPEA and the Board shall submit in writing all proposals for negotiations. Thereafter, neither party shall be permitted to submit additional items unless agreed to by both parties.
 - B. Each proposal submitted by either party shall specify in detail that to which agreement is sought. Topical listings of items shall not be acceptable unless mutually agreed.
- 3.4
- A. While no formal agreement shall be executed without ratification by the FPEA and the Board, the parties mutually pledge that their representatives will negotiate in good faith and will be clothed with the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
 - B. All issues which are tentatively agreed to by both parties shall be reduced to writing and initialed by the designated representative of each party. Such initialing shall not be construed as final agreement until all items have been initialed and ratified by both parties.

- C. When tentative agreement has been reached on all matters under negotiation, the agreement shall be submitted to the members of the FPEA for ratification. If ratified, the agreement shall be submitted to the Board for ratification. If ratified, the agreement shall be signed by the presidents of the respective parties and both bargaining teams. A copy of the new contract shall be forwarded to the State Employment Relations Board (SERB) by the Board. The Board of Education will provide a copy of the Agreement to all current MBUs and to newly-hired MBUs.
 - D. Individual contracts will be consistent with the terms and conditions set forth in this contract.
- 3.5
- A. If agreement is not reached within forty-five (45) calendar days after the initial negotiating session held under this Article, or forty-five (45) calendar days before the expiration of this contract, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS).
 - B. This negotiating procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure.

The parties mutually agree to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike, provided that these procedures have been followed.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definition

- A. A "grievance" is any allegation by a member of the bargaining unit that a term or terms of this contract has been violated, misinterpreted, or misapplied.
- B. "Grievant" shall mean a member of the bargaining unit, the Association or, in an appropriate case, a group of members of the bargaining unit.
- C. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

- D. "Day" shall mean a working day (Monday through Friday excluding holidays).

4.2 Procedure

Step I

When a grievance arises, the persons affected should informally first discuss the problem with the person directly involved, generally the principal or supervisor. If the problem is not settled satisfactorily, the employee may discuss it with the next immediate supervisor or the Superintendent of Schools. The objective of all parties is to resolve the matter quickly in an informal manner at the lowest possible level. The grievant may be accompanied by a representative of the FPEA. If the grievance is not resolved, it should be noted on Form A.

Step II

In the event that an MBU still believes there is a basis for a grievance, the grievant shall complete Grievance Form A and shall submit it within twenty (20) days of the alleged grievance to the immediate supervisor in duplicate. The grievant must state the article and section of the contract that has been violated, misinterpreted or misapplied and indicate in specific terms how this alleged grievance has occurred. Within ten (10) days of the receipt of Grievance Form A, the immediate supervisor shall meet with the grievant and his/her representative. The immediate supervisor shall write his/her disposition of the grievance on the grievance form and shall forward it to the grievant and the FPEA president and the Superintendent within three (3) days of the Step II meeting.

Step III

- A. If the grievant is not satisfied with the Step II disposition of the grievance, or if no disposition has been made within the required time limits, the grievant shall within five (5) days complete Grievance Report Form B and shall submit said form to the Superintendent or his/her designee.
- B. Within five (5) days of the receipt of Form B, the Superintendent and/or his/her designee shall meet with the grievant and his/her FPEA representative or designee in an effort to resolve the grievance.
- C. Within five (5) days of the meeting, the Superintendent shall indicate, in writing, his/her disposition by completing "Grievance Report, Form B," and forwarding it to the grievant and the FPEA representative.

Step IV

- A. If the grievant, with the concurrence of the FPEA, is not satisfied with the disposition made by the Superintendent, or if no such disposition has been made within the time limits as stated within this contract, whichever comes first, the grievance may within ten (10) days be submitted to arbitration before an impartial arbitrator.
- B. To submit the grievance to arbitration, the grievant shall complete "Grievance Report Form C" and shall file said form, together with completed Forms A and B, with the Superintendent.
- C. The parties shall request a list of nine (9) arbitrators from AAA. Selection of the arbitrator shall be by alternate strike, with the starting party being chosen by coin flip and either party may request a second list of arbitrators.
- D. The arbitrator shall have no power to alter, add to or subtract from the terms of the contract.
- E. The fees and expenses of the arbitrator shall be shared equally by the Board and the FPEA. In the event a grievance is appealed to arbitration and settled prior to commencement of the arbitration hearing, the parties shall determine in what manner the arbitrator's cancellation fee (if any) shall be borne.
- F. The decision of the arbitrator shall be final and binding.

4.3 Miscellaneous

- A. If multiple grievances arise, all shall be numbered in consecutive order beginning with the number following that of the last filed grievance.
- B. Any grievance which arises during the life of this contract may be processed until resolution.
- C. Nothing contained in this procedure shall be construed as limiting the individual right of an MBU having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- D. The FPEA retains the right to determine whether a grievance is filed and/or appealed at any level of the grievance procedure. In the event the FPEA determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure through Step II of the procedure set forth in Section 4.2. In no event shall the Board be compelled to arbitrate a grievance that has been abandoned by the FPEA.

- E. Grievances shall be filed with the lowest level person having authority to resolve the grievance.
- F. The fact that a grievance has been filed shall not be recorded in the MBU's personnel file, nor used in the transfer, assignment or promotion process. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- G. If a grievance arises from a claimed violation, misinterpretation, or misapplication of a provision or provisions of this contract and affects a group or class of MBUs, the written grievance may be filed as a class action and may be filed at Step II of the Grievance Procedure.
- H. The grievance proceedings shall be kept as confidential as possible.

4.4 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum but may be extended by mutual agreement or extenuating circumstances involving either party.
- B. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed abandoned and further appeal shall be barred.
- C. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- D. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- E. Hearings held under this procedure in Step IV shall be conducted outside school hours unless the Board and the Association mutually agree to conduct the hearing during school hours. If the Association and the Board agree to conduct a hearing during school hours, all material witnesses and an FPEA President or his/her designee shall be excused to attend the hearing.

ARTICLE V - CONDITIONAL EMPLOYEE RECORDS CHECK

- 5.1 Employment of new MBUs shall be in accordance with O.R.C. 3319.39.

ARTICLE VI - PAYDAYS AND PAYROLL DEDUCTIONS

- 6.1 Pay by direct deposit shall occur on the first (1st) and fifteenth (15th) day of each month for a total of twenty-four (24) annual pays. If the pay date falls on a weekend or banking holiday, pays shall be deposited on the last banking day before the weekend or holiday.
- 6.2 Payroll deductions shall be made equally from each pay for the following:
1. Federal, state, and city income taxes;
 2. State Teachers Retirement System;
 3. Tax-sheltered annuities.

The following payroll deduction options are available to all members of the bargaining unit and shall be made beginning on the second pay of the month or months indicated:

1. Dues to the United Teaching Profession – Beginning in October and then monthly
 2. Life Insurance for full-time employees – Bi-Monthly
 3. Income protection insurance - following date of enrollment Bi-Monthly
 4. Contributions to an employee credit union – Monthly or Bi-Monthly
 5. United Way of Greater Cleveland (\$2 monthly minimum)
 6. U. S. Savings Bonds – Bi-Monthly
 7. Cancer insurance - Bi-Monthly
 8. Fund for Children and Public Education Contributions (\$2 monthly minimum) – Beginning in October and then Monthly
- 6.3 A. Automatic payroll deposit to the maximum number of financial institutions allowable by the current program shall be mandatory for all FPEA members. A copy of the automatic payroll deposit authorization form must be completed and returned to the office of the Treasurer at the time of employment or on or before September 10th.

FPEA members will receive an electronic/paperless statement via e-mail each payday showing gross pay, taxes, deductions, sick leave, personal leave, and net pay.

- B. The Treasurer will also make direct deposit of payroll checks to the Ohio Educational Credit Union upon written request from the member of the bargaining unit. All direct deposits will be electronic.

6.4 Supplemental Pay

- A. Year-long student-based activity supplementals, exclusive of Grade Level Liaisons grades K-8 (GLL), Building Level Liaisons grades 9-12 (BLL), and Building Leadership Team (BLT) shall be paid one-half ($\frac{1}{2}$) in first pay in January and one-half ($\frac{1}{2}$) in the second pay in June.
- B. Grade Level Liaisons grades K-8 (GLL), Building Level Liaisons grades 9-12 (BLL) and Building Leadership Team (BLT) will be added to the MBU's regular pay and will be paid in twenty-four (24) equal installments, except for adjustments in salary.
- C. Athletic Supplementals will be paid as follows:
 - 1. Fall sports: Second pay in November
 - 2. Winter sports: Second pay in March
 - 3. Spring sports: Second pay in June

6.5 The Superintendent may advance a member's regular and/or supplemental pay for unusual circumstances. Acceptance of such pay is not to be construed as a forfeiture of the member's contract benefits or other benefits guaranteed by this contract. A Superintendent's decision not to make an advance shall not be subject to any appeal.

- 6.6 A. The total annual salary of each member of the bargaining unit shall be payable by the Board in two parts: (1) cash salary, and (2) deferred salary. An employee's deferred salary shall be equal to that percentage of the employee's total annual salary which is required from time to time by the State Teachers Retirement System ("STRS"), pursuant to Chapter 3307 of the Ohio Revised Code, to be paid as an employee contribution by the employee and shall be paid by the Board to STRS on behalf of the employee as a "pickup" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to the employee's total annual salary less the amount of the "pickup" and shall be payable, subject to applicable payroll deductions, to the employee.
- B. The Board's total combined expenditures for total annual salaries of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision of this contract not been in effect.
- C. The Board shall compute and remit its employer contributions to STRS based upon an employee's total annual salary including the "pickup". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the

amount of the "pickup". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary including the amount of the "pickup". The Board shall compute income tax withholdings based upon gross income as reported to the respective taxing authorities.

- D. The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for all other salary-related purposes.
- E. In the event an employee fails to complete his/her contract year, he/she shall be paid out all deferred salary in the next regular pay.

ARTICLE VII - ASSOCIATION RIGHTS

7.1 Association Leave

- A. Elected members of the FPEA shall be entitled to attend professional association meetings necessary for the conduct of FPEA, OEA, or NEA business held at the local, state or national level. Expenses of authorized delegates shall be paid by the FPEA unless otherwise stipulated by this contract, and the cost of substitutes shall be paid by the FPEA. A maximum of six (6) such leave days will be granted. The President of the FPEA must send written notification to the Superintendent at least three (3) calendar days in advance of the Association leave. Said notification shall include the professional nature of the leave.
- B. When it is necessary for an official representative of the FPEA to engage in FPEA activities directly relating to the FPEA's duties as representative of the MBUs during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities. The FPEA and its officers recognize and agree that this privilege should not be abused.
- C. So long as the building visitor's policy is adhered to, duly authorized representatives of the Association and its affiliates may transact Association business on the Employer's property at any time before, after or during the regular work day; provided that such business shall not interfere with the assigned duties of an employee.

7.2 Board Meetings and Public Records

The FPEA will be provided with copies of the minutes of official meetings of the Board of Education. An official media packet will be made available to the FPEA President when released to the Board of Education. The FPEA President or his/her

designee shall be granted the privilege of addressing the Board of Education on all matters directly related to FPEA rights subject to the limitations set forth in ORC 4117. This does not limit FPEA members from expressing their personal views.

7.3 Association Activities During Lunch

FPEA activities shall be allowed during the lunch period, providing there will be no disruption of classes.

7.4 Use of Facilities and Resources

The FPEA will have the right to use: school buildings, with prior notification and approval from the Superintendent; a bulletin board in each building; the reasonable use of equipment; inter-school mail; and e-mail for text messages.

7.5 Information

The FPEA will be provided with the names and addresses of all new MBUs and all retiring MBUs within twenty-one (21) calendar days of Board action.

7.6 FPEA Dues Deduction

A. Authorization

It shall be the duty of the FPEA to present the Board Treasurer with written authorization for dues from its members, and the Board Treasurer will deduct the amount in equal deductions once a month. Deductions shall continue automatically until such time that the individual gives written notice to the FPEA and Board Treasurer between August 15th and September 15th. If the deduction is not withdrawn, the FPEA shall give, in writing, to the Board Treasurer and the MBU, no later than September 30th, the amount to be deducted that school year.

B. Transmission of Dues

The Board Treasurer shall electronically remit to FPEA the amount deducted for each scheduled deduction pay within ten (10) days of the deductions.

7.7 Payroll Deduction of Fair Share Fee

A. Authorization

The Treasurer of the Board shall deduct from the pay of members of the Bargaining Unit who elect not to become or to remain members of the FPEA, a Fair Share Fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely

demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee which shall not be more than one hundred percent (100%) of the United Education Profession (UEP) affiliate fees, shall be transmitted by the FPEA to the Treasurer of the Board on or about October 15th of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the FPEA. For those employed less than a full year, the annual fee will be appropriately pro-rated.

C. Schedule of Fair Share Fee Deduction

Payroll deduction of such annual Fair Share Fee shall commence on the first (1st) pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first (1st) pay date, a dues deduction is scheduled, on or after the later of:

- a.) Sixty (60) days employment in a Bargaining Unit position; or
- b.) January 15th.

D. Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the MBUs for whom deductions were made, and the amounts deducted for each.

E. Procedure for Rebate

The FPEA represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the Representation Fee has been established and will be given to each member of the Bargaining Unit who does not join the FPEA, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the FPEA for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the FPEA.

G. Indemnification of Employer

The FPEA, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of Section 7.6 or 7.7, provided that:

1. The Board shall give a ten day (10) written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The FPEA shall reserve the right to designate counsel to represent and defend the employer; and
3. The Board agrees to:
 - a) give full and complete cooperation and assistance to the FPEA and its counsel at all levels of the proceeding;
 - b) permit the FPEA or its affiliates to intervene as a party if it so desires; and/or
 - c) to not oppose the FPEA or its affiliate's application to file briefs Amicus Curiae.

H. Non-member Rights

A non-member in the bargaining unit recognized in Article II, who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in this Section, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any non-member of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessments, inclusive of the aforementioned thirty (30) day period.

I. Legal Compliance

The Association hereby represents to the Board, its members, officers, and administrative employees that it believes that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements

established by the State Employment Relations Board and the Ohio and Federal Courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate State or Federal Court.

J. Exclusivity

The above fair share fee provision shall be an exclusive right of the Association and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

7.8 Personal and Academic Freedom

A. Private Life

As granted by the Constitution of the United States, the private life of an MBU is not within the appropriate concern or attention of the Board, except as it may directly prevent the MBU from properly performing his/her assigned functions during the work day.

B. Rights of Citizenship

MBUs will be entitled to full rights of citizenship, and no religious or political activities of any MBU, or lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such MBU, providing that said activities are not in violation of laws and do not interfere with professional duties, occur on District time or utilize District resources.

C. Professional Environment

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill an appreciation for the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for member and student is encouraged, so long as the MBU adheres to the adopted curriculum as set forth by the Board.

In performing their teaching functions, members shall be guaranteed full freedom in accordance with all rights guaranteed by the Constitution of the United States of America.

The Board and MBUs recognize the right to purchase and maintain such materials as they deem appropriate for student and MBU use, according to established Board policies and procedures.

7.9 Bargaining Unit Rosters

The FPEA shall be provided a current bargaining unit roster, upon request, up to two (2) times annually. Such roster shall contain the following information about each MBU, listed alphabetically by the member's name: home address, home telephone number, and job assignment.

7.10 Board Policy/Rules

- A. The FPEA shall be provided with two (2) copies of all Board policies, rules, regulations and procedures and any subsequent amendments as they occur.
- B. In the event a new job description is necessary, the TEA representatives will take the proposed job description to the FPEA membership for input. This input will be shared with the Superintendent for consideration in the development of the final job description.

7.11 School Calendar

The Superintendent shall annually meet and confer and work collaboratively with the labor management group (TEA) to develop the school calendar. A copy of the proposed school calendar for each year(s) will be provided to TEA at least thirty (30) work days prior to it being presented to the Board for approval. The TEA representatives will take the proposed calendar(s) to FPEA members for discussion at the building level for input. This input will be shared with the Superintendent for consideration in the development of the calendar(s) to be presented to the Board.

7.12 Exclusivity

The rights and/or privileges granted to the FPEA by this Article will not be granted to any other group or organization which purports to represent any MBU or group of MBUs covered by this Agreement.

7.13 Labor-Management Committee

The labor-management committee known as the Team for Educational Action (TEA) shall be composed of representatives of the administration and the Association. Items for consideration by TEA shall be presented to the building principal for discussion prior to being placed on the TEA agenda. So long as agenda items exist for discussion by TEA, these meetings shall not be cancelled by either party. Such meetings shall not be for the purpose of circumventing the negotiations procedure or grievance procedure provided in this Agreement. The committee will update its guidelines annually. The parties will be trained by FMCS in Labor Management best practices and consensus building no later than September 15, 2013, and either side may request the assistance of FMCS at any time at no cost to the Board or the Association. The parties shall adopt ground rules in August of each year.

7.14 Continuing Contract Eligibility

Eligibility for continuing contract will be in accordance with the requirements of the Ohio Revised Code, provided the MBU provides notice of eligibility in accordance with Section 9.4. When an MBU expects to be eligible for continuing contract status by April of a school year, such MBU shall provide written notice of such eligibility not later than September 5th of the same school year. Failure to provide such notice shall defer eligibility until the following April.

ARTICLE VIII - LEAVES

8.1 Sick Leave

Paid sick leave shall be allowed to accumulate at a rate of one and one-fourth (1-1/4) days per month to a maximum of three hundred ten (310) days. Sick leave may be utilized in one-quarter (1/4) day increments for reasons set forth in Section 3319.141 of the Ohio Revised Code. Sick leave may be utilized for absence due to personal illness (including illness due to pregnancy), injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the MBU's immediate family. Immediate family is defined as husband, wife, child or any other member of the immediate household living within the household of the MBU and any other person for whom the MBU or MBU's spouse has primary legal responsibility. The MBU may also utilize sick leave for serious illness, serious injury or death of the MBU's father, mother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, child living outside the household, grandchild, sister or brother. The bargaining MBU may use sick leave in connection with the pregnancy of a daughter/daughter-in-law for not more than a total of five (5) days. Additional days may be granted by the Superintendent.

Within one (1) school year, any MBU shall be advanced five (5) days sick leave which he or she may utilize, if necessary, in addition to that which has been accumulated, with the condition that the Board shall withhold payment or recover cost of any used but unearned days of sick leave, if and when an MBU leaves or retires from the school system.

MBUs are to report an absence as early as possible, preferably more than sixty (60) minutes prior to the start of the work day at each building. Repeated absences without such advance notification and without adequate justification may result in disciplinary action. The District shall be responsible for providing an adequate absence reporting mechanism and back-up procedure so that an employee can report notice of absence prior to the requested time.

8.1.1 Sick Leave Incentive

An MBU employed for the full school year (and not on leave for thirty (30) days during that time), who has been at or reaches the maximum allowable sick leave days accumulated (three hundred ten (310) days) during the school year, will receive bonus compensation based upon the number of sick days that would have been accumulated as of the end of the school year (including any personal day transfer) had there been no maximum.

The bonus will be:

Days 311-315 will each be compensated at \$15.

Days 316-320 will each be compensated at \$25.

Days 321 and up will each be compensated at \$40.

Compensation will include sick days accumulated through July 31st following conclusion of the school year and will be paid in the last paycheck in the month of August.

8.2 Sick Leave Donation Plan

An MBU who has exhausted all of his/her sick leave per Section 8.1 due to a catastrophic illness or injury to the member or to his/her immediate family can request sick leave donations of up to no more than sixty (60) days in a school year, to be used in thirty (30) day increments from other MBUs by contacting the FPEA President. The FPEA President or designee shall forward this request to the membership through written and/or electronic communication. The FPEA President or designee will notify the Superintendent or designee that such a request has been made. MBUs shall have the option of donating up to five (5) sick leave days in any one school year to the MBU making the request. Any unused donated days will remain with the requesting MBU. This donation will be made by completing a sick

leave donation form to be forwarded to the Treasurer's office. Upon receipt of the leave donation form, the Treasurer's Office will forward a copy of the processed form to both parties of the FPEA.

8.3 Personal Leave

- A. MBUs shall be granted up to three (3) days personal leave per year which may be utilized in one-quarter ($\frac{1}{4}$) day increments. MBUs not using any of their days of personal leave will have the option of either receiving a stipend of three hundred dollars (\$300) in their second pay in July, two hundred dollars (\$200) for two (2) unused days, and one hundred dollars (\$100) for one (1) unused day or of rolling the unused days into sick leave. MBUs shall elect their option, and the election remains effective until changed, but may not be changed after May 15th of any school year. MBUs using one (1) or more personal leave days during the year will have unused days converted to sick leave. MBUs will receive the days and written notification of the number of days converted to sick leave prior to October 1st of the next school year.
- B. Advance notice to the Superintendent must be given by the MBU, or be telephoned in case of emergency. In the second and third year of the contract, personal leave may not be used before or after Election Day when school is not in session. No such personal leave may be used to extend a vacation or holiday or during the first ten (10) or last ten (10) days of the school year except in extenuating circumstances and at the discretion of the Superintendent.

8.4 Child-Rearing Leave

An MBU shall be granted a child-rearing leave subject to the following conditions:

- A. Eligibility shall be restricted to: (A) natural parents, (B) adoptive parents, provided the adopted child is less than six (6) years of age at the time the parent obtains permanent physical custody of the child, and (C) legal guardians. In the event both parents are MBUs, eligibility with respect to any leave shall be restricted to one parent.
- B. Leave shall be without pay or non-insurance fringe benefits. An MBU shall be entitled to continue to participate in insurance fringe benefits accorded to other MBUs by payment to the Treasurer at the beginning of each month of the premium otherwise payable on the MBU's behalf by the Board. In determining seniority or whether the MBU qualifies for vertical advancement on the salary schedule, the MBU shall receive one (1) year of credit if, during the school year, the MBU was in active service for at least one hundred twenty (120) work days; otherwise, the MBU shall receive no credit with respect to that school year.

- C. Leave shall not be granted unless the MBU makes written application to the Superintendent at least thirty (30) calendar days before the leave is to commence. The application must specify both the date upon which leave is to commence and the date upon which leave is to terminate, except that, in the case of an adoption or legal guardianship, written application to the Superintendent shall be made as far in advance of the leave as is reasonably practicable under the circumstances. The termination date must coincide with the start of a school year. An MBU who has not requested the maximum amount of leave and wishes to extend said leave, may do so by indicating his/her intention to the Superintendent in writing by not later than the April 1st immediately prior to when the leave is scheduled to expire. All extensions will be for a full school year; however, if there are extenuating circumstances, an MBU may return to service at a time mutually agreed upon by the Superintendent and the MBU, provided an MBU does not need to be reduced to enable the return.
- D. Leave shall in no event exceed six (6) full semesters measured from the start of the semester immediately following the birth date of the child or, in the case of an adoption or legal guardianship, the date the MBU obtains permanent physical custody of the child.
- E. Upon return from leave, the MBU will assume the same position on the salary schedule held prior to commencement of the leave and will be reinstated to a position which, insofar as practicable, shall be comparable to that held prior to the leave, unless the MBU has been affected by a reduction in force pursuant to Article XXII of this contract in which event the provisions of Article XXII shall govern the MBU's status.
- F. Any MBU who fails to return from leave at the termination of such leave shall be conclusively deemed to have resigned his/her employment and shall have no rights of any kind to re-employment.
- G. After an MBU has taken the full six (6) semesters of leave, s/he must return for at least one hundred twenty (120) days of active service under STRS guidelines before being entitled to another child-rearing leave. If the MBU has used less than the full six (6) semesters of leave and seeks additional child-rearing leave without having returned for the one hundred twenty (120) days of active service, such leave, combined with all prior leave that has not been interceded with one hundred twenty (120) days of active service, may not exceed the full six (6) semesters in the aggregate.

8.5 Military Service/Active Duty Reserves

Teachers on military leaves, including reservists called to active duty, have the right to re-employment upon completion of military service granted upon terms and conditions and to the extent specified by Ohio Revised Code Section(s) 3319.14, 5923.05, or other applicable state or federal law. Each MBU on military leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Teaching credit shall be given the same as if the MBU on military leave was working in the system. An MBU on military leave may continue at his/her expense all fringe benefits at the group rate.

8.6 Leave of Absence Under Family Medical Leave Act

Leaves of absence for FMLA shall be administered according to federal law with a fixed one (1) year period.

8.7 Leave of Absence for Professional Improvement

An MBU who has completed five (5) years of service in the Fairview Park Schools may, with the permission of the Board and the Superintendent, take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions. The MBU 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 MBU will be required to return to the Fairview Park School District at the end of the leave for a period of at least two (2) years unless the MBU has completed twenty-five (25) years of teaching in the State of Ohio.

Applications for leave of absence for professional improvement must be filed in writing with the Superintendent no later than April 1 of the school year prior to the leave year. The Superintendent and Board shall respond to the request no later than May 15th.

The Board is not permitted to pay a part salary in excess of the difference between the MBU's expected salary and the salary of the MBU who fills his/her position for the year. The Board also may not grant professional leaves to more than five percent (5%) of the staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any MBU 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 leave.

Upon recommendation of the Superintendent, the Board may grant an MBU with less than five (5) years of service in the Fairview Park Schools a leave of absence without pay for a period of up to one (1) year for the purpose of doing graduate work.

An MBU granted a leave of absence for graduate work beyond the master's degree shall be given credit for the year of study as though it were a year of teaching on the salary schedule, if he has a minimum of three (3) years of service in the Fairview Park Schools. MBUs on leave of absence for work leading to the master's degree and MBUs working beyond the master's degree with less than three (3) years of service in the Fairview Park Schools shall not be given credit on the salary schedule for such year.

An MBU on leave of absence for professional improvement who has completed five (5) years of service in the Fairview Park Schools may maintain in force all fringe benefits available through the Board with premiums paid by the Board to the same extent they would be paid if the MBU were on active duty. An MBU with less than five (5) years of service may maintain in force all fringe benefits available through the Board upon advance of monthly payment to the Treasurer. All MBUs on an approved leave of absence for Professional Improvement shall have such time applied to their accrued seniority in the District.

Upon return from leave, the MBU will be reinstated to a position which, insofar as practicable, shall be the same to that held prior to the leave, unless the MBU has been affected by a reduction in force, pursuant to Article XXII of this contract in which event the provisions of Article XXII shall govern the MBU's status.

8.8 Attendance at Professional Meetings

The Superintendent/Designee shall have the authority to authorize certificated MBUs to attend professional meetings, seminars and workshops, with part or all of their expenses paid. MBUs shall have the discretion to choose the program that best fits his/her needs. Whenever possible, requests for attendance at such meetings shall be made in writing to the Superintendent at least two (2) weeks in advance of said meeting.

8.9 Jury Leave

A. Employees called to serve jury duty will receive full compensation provided written proof from bailiff of court is presented to the Personnel Department. An MBU who serves as a juror shall be entitled to retain the remuneration for said service for the amount of the MBU's parking or public transportation expenses as verified by receipts. Time served for jury duty will not be charged to sick leave or personal leave. An MBU who is released from jury duty prior to noon must contact his/her building supervisor for further direction.

B. Any MBU who is called to jury duty during the school year will notify his/her building principal as soon as he/she receives a jury summons or other notice, and, if possible, will work with the building principal to attempt to obtain a deferral until summer break.

- C. An MBU who is directed to by the Board or its administrative agent(s) to appear in court on behalf of the Board shall receive his/her regular pay including supplementals as a MBU and will not forfeit his/her personal leave.

8.10 Assault Leave

- A. An MBU who is required to be absent due to disability resulting from an assault which occurs while on duty in the course and scope of Board employment shall be eligible to receive up to twenty (20) work days of assault leave or more upon approval of the Superintendent. The MBU must deliver to the Board Treasurer a signed statement indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, and the facts surrounding the assault. If the leave exceeds three (3) days or if medical attention is required, the MBU shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Falsification of either the signed statement or the physician's certificate is grounds for discipline, up to and including termination of employment, as per ORC 3319.16.
- B. Upon approval of an assault leave by the Superintendent, the MBU receives full pay under his/her teaching contract (not including supplementals, if applicable) for all days on approved assault leave, less any Worker's Compensation benefits paid, all without using sick leave.
- C. The MBU shall remain on active pay status and shall maintain all seniority in the District and for accrual of retirement benefits.
- D. The MBU shall make any necessary police reports and shall cooperate with any resultant prosecution.

ARTICLE IX - EVALUATION

- 9.01 The Evaluation procedures set forth in this agreement follow statutory obligations established under Sections 3319.111 and 3319.12 of the Ohio Revised Code and align to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code. This procedure shall only apply to teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code and spend at least fifty percent (50%) of their time providing student instruction.
- 9.02 Teachers will be given one (1) summative evaluation each school year. Each evaluation must include a minimum of two (2) thirty (30)-minute formal observations along with walkthroughs (at least two [2]) and shall be completed prior to May 1. The final summative evaluation will be based fifty percent (50%)

on performance on state standards and fifty percent (50%) on student growth measures. The final summative evaluation will be delivered to the teacher no later than May 10.

- 9.03 Teachers on a one-year contract, or in the final year of a limited contract whom the employer intends to not recommend for renewal of their contract will be given the final summative rating as specified in Section 1 of this Article, with the exception that the evaluation must include a minimum of three (3) thirty (30)-minute formal observations along with at least two (2) walkthroughs.
- 9.04 Teachers who received a rating of “accomplished” on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract will be evaluated according to the process set forth in this Article every other year.
- 9.05 Formal observations shall not be scheduled the first or last week of school.
- 9.06 Absent extenuating circumstance, a pre-observation conference shall be held within ten (10) workdays prior to each observation during which the scope of the observation shall be discussed.
- 9.07 Absent extenuating circumstances, a post-observation conference shall be held within ten (10) workdays following the final thirty (30)-minute formal observation during which areas of reinforcement and refinement shall be discussed.
- 9.08 If a teacher is rated ineffective, an Improvement Plan noting a desired level of performance, and including a specific plan of action and providing assistance with professional development shall be given in writing and will be provided to the teacher.
- 9.09 A follow-up observation will be held, as necessary, to assess the teacher’s progress as contained in the Improvement Plan.
- 9.10 Absent extenuating circumstances, an Improvement Plan conference will be held within ten (10) workdays after this observation to discuss improvements and continuing deficiencies. Due dates for desired level of performance shall be noted on the Improvement Plan.
- 9.11 Poorly Performing Teachers shall be defined as a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two (2) out of the last three (3) years and who takes the written examinations required pursuant to Section 3319.58 of the Ohio Revised Code and who completes an improvement plan during the subsequent school year.

- 9.12 The final summative evaluation form shall be signed by the evaluator. The form shall then be signed by the member to verify notification to the member that the evaluation will be placed in the personnel file. However, the member's signature should not be construed as evidence that the member agrees with the content of the evaluation report.
- 9.13 The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.
- 9.14 The OTES Evaluation Forms will be the only forms used in the formal evaluation process.
- 9.15 Beginning with the 2015-16 school year, teachers who received an "ineffective" rating on their final summative evaluation for two (2) of the three (3) most recent school years must take written examinations of content knowledge selected by the Ohio Department of Education. The District is responsible for the cost of such examinations.
- 9.16 Student Growth Measures shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until two (2) evaluation cycles have been completed and include at least two (2) consecutive years of student growth data.
- 9.17 Any substantive changes to the evaluation procedures during the term of this agreement shall be addressed through TEA. The Board shall consult with the FPEA regarding any changes that have mandatory implementation dates prior to the expiration of this agreement. Any changes with implementation dates after the expiration of this agreement shall be negotiated during negotiations for a successor agreement.
- 9.18 Other than mandatory changes required by law, any decisions to change or in any way alter the provisions set forth in this Article shall be obtained by mutual agreement from TEA and then ratified by both the Association and the Board through a Memorandum of Understanding.
- 9.19 Student Growth measures shall only be based on teacher created to SLO's, approved vendor assessments or value-added data, whichever measure is required.
- 9.20 MBUs eligible for continuing contract must notify the Superintendent in writing by September 5th that they have met or will meet all the legal requirements for

receiving a continuing contract by April 1st. The Board of Education shall notify all MBUs of the September 5th deadline by the first payroll check in August.

ARTICLE X - TEACHING DAY AND HOURS

- 10.1 A regular full-time MBU workday shall not exceed seven (7) hours and forty (40) minutes. The MBU's day shall begin no earlier than 7:30 a.m. and end no later than 4:00 p.m.

A regular MBU workday shall include:

- A. In the kindergarten, not to exceed an average of five and one-half (5-1/2) hours per day of assigned classes, one-half (1/2) hour for other pupil supervision duties, and forty (40) minutes duty-free lunch.

In the kindergarten, half-time shall not exceed two and three-quarters (2-3/4) hours per day of assigned classes and one-half (1/2) hour for other pupil supervision duties. Half-time kindergarten MBUs shall be reimbursed at the rate of fifty-five percent (55%) of full-time MBUs. Kindergarten MBUs will have an amount of planning time during the students' school day equal to the amount of planning time during the students' school day for all MBUs in grades one (1) through five (5) so long as this can be accomplished utilizing the current District staff.

If buses are not running on time (K-5) by September 15th of each calendar year, representatives of FPEA and the administration agree to meet to develop a stipend to compensate MBUs who are required to remain for bus duty.

- B. In grades one (1) through five (5), an average of five (5) hours per day for assigned classes or duties (special teachers with less than five (5) hours of student contact time may be assigned to cafeteria supervision to meet the five (5)-hour contact time); an hour for study hall, homeroom, casual substitution, corridor, lavatory, arrival, dismissal, bus, and other assigned duties excluding cafeteria or noon playground supervision; and forty (40) minutes duty-free lunch.
- C. In grades six (6) through twelve (12), an average of five (5) hours per day for assigned classes or duties; one (1) hour for study hall, homeroom, casual substitution, corridor, lavatory, arrival, dismissal, bus, and other assigned duties; and thirty (30) minutes duty-free lunch.
- D. The remainder of the MBU workday, not specified in Section A, B, and C above, shall be for planning, clerical duties, pupil evaluation, pupil and/or parent conferences, and working with individual pupils.

- E. MBUs required to travel between two physically separated buildings during the school day shall be granted up to fifteen (15) minutes credit per trip toward their required hours of assigned duties. This fifteen (15)-minute time period is exclusive of classroom preparation time at each respective building.
- 10.2 In addition to the hours specified in Section 10.1 above, each MBU shall be available outside the regular workday as follows:
- A. Up to ten (10) hours per year for meetings, including:
 - 1. Ten (10) hours for building meetings and/or department or grade level meetings, each of which will begin no later than fifteen (15) minutes after the student day has ended. The formal part of the meeting shall not exceed two (2) hours. Except for emergency situations, notification of building meetings shall be no less than three (3) days in advance of said meetings. By the second building meeting of the year, the principal shall highlight changes in the building handbook.
 - 2. In addition to these ten (10) hours, coaches may be required to attend up to three (3) athletic department meetings, none of which can exceed two (2) hours in length.
 - B. MBUs may serve on a school system committee appointed by the Superintendent or designee during the school year, not more than once every three (3) years.
 - C. MBUs may serve on a major curriculum study committee or school system committee no more than once every three (3) years. The term "major curriculum study" refers to major curriculum development projects, materials selection projects, and textbook adoption studies. MBUs who serve on a major curriculum development project will not be required to serve on any other District-wide committee.
 - D. An MBU shall be required to attend one (1) open house in each school to which the MBU is assigned. (Cross reference to Section 20.3.)
 - E. If there are evening, school-wide parent-teacher conferences, equal compensatory time shall be given to the staff members for time beyond their normal workday.
 - F. MBUs may report to the Superintendent in writing of their participation in school-related community activities and these reports shall be included in the MBU's personnel file.

- G. The hours for any activity for which the employee is paid, including in-service education activities which have a stipend, shall not count toward the hours in Section 10.1.

- 10.3 A. Each MBU shall be available, when assigned, to serve a maximum of fifteen (15) classes per year (or more if the MBU so agrees) during the school day as a casual substitute for MBUs who are absent for short periods of time or in cases where no substitute is available.

Part-time MBUs may be asked to serve as casual substitutes during their assigned hours (or beyond if the MBU volunteers to substitute beyond his/her contracted hours).

An MBU shall not be required to supervise another class while supervising his or her own class. An MBU in grades seven (7) through twelve (12), with more than three (3) preparations during that semester, shall not be required to substitute until all available MBUs that period have been assigned fifteen (15) classes. An MBU with a reduced class load is subject to unlimited casual substitution during the extra conference and planning period without compensation per current practice.

The substitution rate shall be twenty dollars (\$20) per class.

Casual substitution applies to all grade levels inclusive of Pre-K through twelve (12).

- B. Payment for casual substitution shall be included in the final paycheck of the months of November, March, and June.
- C. If efforts to secure the services of a non-bargaining unit substitute fail, the Board may ask an MBU to assume a long-term substitution for the same class. An MBU who agrees to assume such a long-term substitution shall be paid at the rate of one-fifth (1/5) of the employee's per diem pay for each class. A long-term substitution is defined as a substitution that, at the time of assignment, is mutually understood to be and foreseeably will be at least ten (10) consecutive days in duration. Should such substitution turn out to be less than ten (10) consecutive days in duration, it is understood that the rate of pay specified in this paragraph shall still apply. Should a substitution not originally anticipated as a long-term substitution evolve into an assignment for ten (10) or more consecutive days, it is understood that the rate of pay specified in this paragraph shall apply to all days of the assignment. It is further understood that this paragraph operates independently of casual substitute service under paragraph A of this section. MBUs serving in long-term substitute positions shall not be asked to serve in casual substitution positions without first making such request of other staff members available that period.

- D. Morning/Afternoon Detention and Wednesday Extended Detention will be posted annually. Four (4) MBUs will be chosen for the school year for detentions and four (4) members will be chosen for Wednesday Extended Detention (may overlap). The schedule shall be developed by the building principal. If an MBU assigned to such duty will not be able to attend, the member shall be responsible for finding a substitute from among the other three individuals and reporting the substitution to the principal. If more than twenty (20) students are assigned to Wednesday Extended Detention or Morning/Afternoon Detention, at least two (2) educators will be assigned.

An MBU will be paid at the rate of ten dollars (\$10) per half hour for Morning/Afternoon Detention and/or Wednesday Extended Detention.

- 10.4 All part-time certificated employees shall participate under Section 10.1 of this Article to an extent equal to the percentage of the time for which they are employed. Part-time MBUs will, in addition, participate fully in all provisions of Section 10.2 of this Article and Article XIX; said MBUs will be compensated for the additional time beyond their assigned percentage, with a stipend of three hundred dollars (\$300).

- 10.5 The FPEA, Board and administrators will encourage the staff to attend evening and weekend student activity events and PTA activities.

10.6 Occupational Safety & Health

- A. The Board shall adopt and implement policies and procedures required by ORC Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or rules or regulations adopted thereunder.

- B. Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Union nor an MBU may file a complaint with the Ohio Department of Industrial Relations (unless it is a condition which the MBU or Association, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him or other MBUs, in which case the procedures in this section need not be followed) until the following procedure has been exhausted:

- 1. An MBU or Association representative must first bring an alleged health or safety violation to the attention of the affected MBU(s)' immediate supervisor within two (2) work days of the occurrence of the alleged violation.

2. If the immediate supervisor does not resolve the alleged violation to the complaining party's satisfaction, the MBU or Association must file a formal complaint with the Superintendent or designee within two (2) work days after the conference with the immediate supervisor. The Association President and the Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or designee will respond to the complaint within two (2) work days.
3. If the Superintendent or designee does not resolve the alleged violation to the satisfaction of the complaining party, the MBU or the Association may appeal the complaint to the Superintendent by filing a written appeal with the Superintendent within two (2) work days of the response of the Superintendent or designee. If the Superintendent or designee fails to respond by the deadline, then the MBU or Association must file their appeal within two (2) work days of that deadline. The Superintendent or the Superintendent's designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within five (5) work days after the conference, the Superintendent shall provide a written response to the alleged violation.

C. Board's Right to Reassign

Before exercising her/his right to refuse work under Revised Code Section 4167.06 because of a condition which the MBU, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, the MBU must immediately notify her/his supervisor of the condition. The MBU may be temporarily reassigned at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

D. Claims of Violation to be Grieved

An MBU who wishes to assert a claim of discrimination as defined in Revised Code Chapter 4167 shall use the grievance procedure of this Agreement to assert such claims. The grievance procedure of this Agreement shall be the exclusive means for an MBU to assert such claim, to the exclusion of any other challenge, provided that the MBU retains the right to appeal an adverse arbitration award through the Ohio courts in accordance with the statutory procedure for such appeals.

10.7 Position Sharing

- A. Position sharing shall refer to a voluntary option available for MBUs subject to the approval of the Superintendent or his/her designee. Approval shall not be unreasonably withheld. Two (2) current MBUs may share a full-time equivalent (1.0 FTE) certificated/licensed teaching assignment.
- B. MBUs who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 of the school year preceding the proposed position share. The plan must include the following elements:
 - 1. The plan will be in effect for a full school year with an annual review.
 - 2. The area of teaching assignment, including grade level, buildings and courses to be shared.
 - 3. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps that participants will employ to insure compatibility of such techniques and practices.
 - 4. The percentage of the regular full-time workday each participant proposes to teach, including meetings scheduled beyond the student day.
 - 5. A description outlining what will happen if one (1) of the participants is unable or unwilling to complete the full school year under the position sharing plan.
- C. MBUs who wish to participate must locate their position sharing partner from teachers within the district. No teacher will be required to share a position.
- D. All negotiated salary and benefits including any leave earned during that time, as contained in the master agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than one hundred percent (100%) of the cost of one (1) full-time teacher with the exception of parent conferences and in-service days which shall be paid at a prorated per diem rate.
- E. MBUs shall acquire one (1) year seniority in each year of position sharing worked provided the MBU is assigned at least fifty percent (50%) of the workday under the position-sharing plan. Otherwise, seniority shall be prorated against the minimal full-time standard.

- F. Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers, regardless of the percentage of the team.
- G. A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.
- H. Upon dissolution of the position sharing partnership, each position sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated/licensed within the school District.
- I. Certificated/licensed substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice should they so desire, at the prorated per diem rate, before outside substitutes are secured.
- J. Neither the decision to approve/reject a request nor the position sharing plan is grievable.

ARTICLE XI - COMPLAINTS

- 11.1 If an administrator receives a complaint about an MBU, the administrator shall advise the complainant to discuss the matter with the MBU and give the MBU the opportunity to correct any possible error or misunderstanding. Either the MBU or the complainant may request the administrator be present. If the complainant refuses to discuss the matter with the MBU, then the administrator must set up a meeting involving the complainant and/or the MBU as well as the administrator and an FPEA representative selected by the MBU as mediators to attempt to resolve the issue. If the complainant refuses to give his/her name or refuses to attend the aforementioned meeting, then the complaint will not be a matter of record nor be acted on in any way. A matter of record means the information will be placed in the MBU's personnel file. This provision shall not apply to allegations of abuse or harassment.
- 11.2 Any complaint shall be brought to the MBU's attention if it is of major importance, or which may become part of the personnel file. An anonymous complaint may lead to an investigation, but the anonymous complaint cannot become part of the personnel file.
- 11.3 If a complaint becomes a part of the personnel file of the MBU, the MBU shall have the opportunity to rebut the complaint in writing.

ARTICLE XII - PERSONNEL FILES

- 12.1 There shall be a single official personnel file for each MBU maintained in the Board office. Confidential and payroll information will be kept in separate files. This does not limit the right of an administrator to maintain information concerning an MBU. An MBU shall be entitled to inspect the contents of his/her personnel file. This right of inspection applies not only to the file maintained at the Board office with respect to an MBU but also to documents maintained by an administrator with respect to such MBU. Confidential references furnished prior to the MBU's date of hire shall be exempt from inspection. No item from any anonymous source or complaints from the public based only on hearsay shall be placed in the employee's personnel file.
- 12.2 If a member of the bargaining unit disputes the accuracy, timeliness, or completeness of the personal information maintained in his/her personnel file, a request may be made to have the Superintendent investigate the current status of the disputed information. The MBU shall, within ten (10) calendar days, be notified of the results of the investigation and of the action to be taken with respect to the disputed information.
- 12.3 If, after exhaustion of the remedy specified in Section 12.2 of this Article, the MBU is not satisfied, he/she shall be permitted to include within the personnel file a brief statement of position on the disputed information.
- 12.4 A member of the bargaining unit shall be entitled to copies of any information subject to inspection under this Article after the MBU has reviewed the file and upon payment to the Treasurer of the required fee of \$.15 per page.
- 12.5 Any person who is not an administrator or administrative assistant/secretary of the Fairview Park Schools who examines an MBU's personnel file shall sign his/her name on the appropriate form contained within the employee's personnel file indicating the date the file was examined and the purpose of the examination. Unless otherwise required by law, an MBU shall be given notice of any specific requests to review his/her personnel file for non-administrative or non-Association business where the request is targeted specifically to a named individual. This notice shall be given to the MBU as soon as possible.
- 12.6 All critical and negative material placed in the personnel file shall be initialed and dated by the MBU and the administrator placing the material in the file. The MBU's signature does not necessarily imply agreement with the substance of the material. If the MBU refuses to sign, a notation will be made to that effect. Every effort will be made to notify the MBU of positive comments received.
- 12.7 Three (3) years following the insertion of critical and/or negative material in an MBU's personnel file, the MBU will have the right to meet with the Superintendent

to discuss having such material removed from said file as long as no similar instances have occurred since the initial placement date.

ARTICLE XIII - RETIREMENT BENEFITS

13.1 Severance Pay

An MBU who retires from service with the Board and provides appropriate notice of retirement from any state retirement system and who has seven (7) or more years of service with the Board shall be entitled to be paid per Section 13.4 or Section 13.5 the 403(b) Special Pay Plan, whichever is applicable, for one-fourth (1/4) the value of his/her accrued but unused sick leave credit. The payment shall be based on the MBU's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the member at the time payment is made. Such payment shall be made only once to any MBU. The aggregate value of accrued but unused sick leave credit that is paid shall not exceed the value of forty (40) days of accrued but unused sick leave.

13.2 Retirement Incentive

In place of the "one-fourth (1/4)" and "forty (40)" limitation in Paragraph 13.1 of this contract, an MBU who meets the eligibility requirements of the preceding paragraph and who is or who becomes eligible for service retirement from the Board under the State Teachers Retirement System during the time periods contained herein shall be eligible for an extended severance pay benefit.

Eligibility

The extended severance pay benefit is available only to MBUs who elect to retire during their first year of STRS eligibility. Under current law, that occurs when the MBU reaches thirty (30) years of service credit, reaches age fifty-five (55) with at least twenty-five (25) years of service credit, or turns sixty (60) with at least five (5) years of service credit.

An MBU is not eligible for the extended severance pay benefit unless he/she is on Step 15 or higher of the salary schedule at the time of retirement.

Exception

An exception to the requirement of retiring in the first year of eligibility shall occur when an individual who is STRS eligible at the 55/25 STRS eligibility level wishes to retire with thirty (30) years of experience. That individual may extend his/her eligibility for the extended severance pay to the thirtieth (30th) year by 1) submitting, by March 1st of the first year of eligibility, a letter to the Superintendent announcing the intention to accept extended service credit upon reaching thirty (30) years of

service, and 2) submitting a letter or resignation to the Board for retirement purposes by March 1st in the year of retirement, effective on the appropriate date.

Benefit Level

For members at Step 20 or higher at the time of retirement, this extended severance pay benefit shall be equal to the MBU's per diem rate of pay times one hundred percent (100%) of the MBU's first one hundred sixty-five (165) days of accrued but unused sick leave as of the effective date of retirement.

For members between Steps 15 and 19 at the time of STRS retirement, the one hundred sixty-five (165) days shall be reduced to eighty-two and one-half (82.5) days.

The payment shall be based on the MBU's per diem rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the member at the time payment is made.

Pro Rata for Part-time Members

Unless an MBU is involuntarily reduced from full to part-time, an MBU working less than full-time will have his/her per diem rate adjusted so his/her benefit will be a percentage equivalent to the time he/she works in relation to a full school year. Payment of this extended severance pay benefit will be made per Section 13.4 or Section 13.5 the 403(b) Special Pay Plan, whichever is applicable.

Deadlines

An MBU who becomes eligible as per the above between July 2, 2013, and July 1, 2014, shall give written notice of his/her determination to retire to the Superintendent by March 1, 2014, and shall retire effective on or before July 1, 2014, in order to receive this payment.

An MBU who becomes eligible as per the above between July 2, 2014, and July 1, 2015, shall give written notice of his/her determination to retire to the Superintendent by March 1, 2015, and shall retire effective on or before July 1, 2015, in order to receive this payment.

An MBU who becomes eligible as per the above between July 2, 2015, and July 1, 2016, shall give written notice of his/her determination to retire to the Superintendent by March 1, 2016, and shall retire effective on or before July 1, 2016, in order to receive this payment.

13.3 General Condition

In all cases, years of service under any State of Ohio retirement system which may be combined with STRS, such as SERS or PERS, and any service credit which an

MBU purchases under provision of STRS, will be included in determining the thirty (30) year provision of this Article. The only exception would be granted for an MBU who, upon reaching the time he/she must submit a request for this benefit, declares in writing he/she will not purchase credit for which he/she is eligible and, in fact, does not.

MBUs are encouraged to give written notice to the Superintendent as early as possible if they intend to retire during the school year. Except as noted in this Article, an MBU who does not retire during the time period of initial eligibility shall be entitled to severance pay only in accordance with the first paragraph (13.1) of this Article.

13.4 Severance Pay or Retirement Incentive benefits will be made through payroll to all MBUs under the age of fifty-five (55) in the calendar year of their retirement. This payment will be made the payroll immediately following the submission of proof of the teacher's first retirement payment from STRS. (These MBUs are not eligible to participate in the 403(b) Special Pay Plan.)

13.5 403(b) Special Pay Plan

Retiring members of the bargaining unit age fifty-five (55) and over in the calendar year of their retirement will have the total amount that otherwise would be payable to them as Severance Pay or Retirement Incentive under Article 13, Retirement Benefits, mandatorily paid into an annuity contract referred to as the "403(b) Special Pay Plan." The terms of the 403(b) Special Pay Plan include the following:

1. Participation in the 403(b) Special Pay Plan (collectively the ING Special Pay Plan) shall be mandatory for any MBU age fifty-five (55) or over who is actively employed and who would be entitled to severance pay and/or a retirement incentive (if applicable) under Article 13, RETIREMENT BENEFITS.
2. The initial employer contribution shall be made on the behalf of the retiring teacher under the 403(b) Special Pay Plan in an amount equal to the lesser of:
 - a. The total amount of the participant's Severance Pay (13.1) or Retirement Incentive (13.2), in accordance with Article 13.
 - b. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.
3. The retiring MBU will provide to the Treasurer evidence in the form of a pay stub that the MBU has been accepted for retirement benefits by the State Teachers Retirement System. The required Severance Pay or Retirement Incentive contribution to the 403(b) Special Pay Plan shall be deposited to the plan the pay period following such receipt.

4. If after the timelines for severance and retirement incentive (if applicable) disbursements are exhausted, there is a remaining excess, it shall be deferred and the maximum allowable amount shall be placed into the MBU's 403(b) Special Pay Plan by January 15th of the year(s) following retirement.
5. An MBU who is a participant in the 403(b) Special Pay Plan shall complete the ING enrollment forms; and unless and until an MBU does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the MBU.
6. If an MBU is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the 403(b) Special Pay Plan and then be paid to a Beneficiary of the MBU in accordance with the terms of the 403(b) Special Pay Plan.
7. The Plan year of the 403(b) Special Pay Plan shall be from January 1st through and including December 31st.

All contributions to the 403(b) Special Pay Plan, all deferrals to a TSA, and all check payments to MBUs, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Special Pay Plan, deferrals to a TSA, or check payments made to a teacher.

If for any reason the statute and/or rules and regulations pertaining to 403(b) plans should change so as to cause potential harm to members of the Association, the Board and Association agree to immediately bargain the effects of such changes.

ARTICLE XIV - SALARY SCHEDULE

- 14.1 Effective for the 2013-2014 school year, the base salary will be \$38,623 (see Appendix C) on the attached index, Appendix B. The base salary for the 2014-2015 school year will be \$39,782 (see Appendix D). The base salary for the 2015-2016 school year will be \$40,975 (see Appendix E).
- 14.2 An MBU who has completed graduate study which would enable him/her to qualify for a higher level of training on the salary schedule by the beginning of the school year or by the beginning of the second semester of the school year, will receive credit for such study upon filing with the Superintendent of Schools satisfactory evidence of completion, i.e., receipt of official transcript, of such additional training. Such evidence must be filed with the Superintendent no later than September 15th of the school year to qualify an MBU for additional salary

credit from the beginning of the year, and no later than February 15th of the school year to qualify an MBU for salary credit for the second semester. Related salary increases will not be retroactive.

ARTICLE XV - SUPPLEMENTAL SALARIES

- 15.1 Compensation for MBUs who hold supplemental contracts of employment shall be in accordance with the schedules attached. The amounts set forth on the current supplemental salary schedule shall not be increased except by mutual agreement of the parties.
- 15.2 Supplemental contracts are awarded for one (1) year at the compensation levels as attached at end of contract. These contracts are automatically non-renewed each year under this Agreement without any further notice being required.
- 15.3 Accumulated years of experience in a supplemental contract position shall be maintained for salary consideration if a person is rehired into that position after discontinuance of services for six (6) or less years.
- 15.4 A record of supplemental contract service shall be maintained by the Board.
- 15.5 A person moving from an assistant coaching position to a head coaching position would at least be placed in the salary column one (1) ahead of where the assistant's salary would fall on the head coach's salary schedule. If the salary placement falls between two (2) columns, the higher column will be used and the salary will be placed one (1) above that column.
- 15.6 The supplemental positions of Grade Level Liaisons (for grades K-8) and Building Level Liaisons (for grades 9-12) will not include responsibilities of building or district level committees/leadership teams.
- 15.7 The Board reserves the right not to fill supplemental positions.

ARTICLE XVI - HOSPITALIZATION AND MAJOR MEDICAL

- 16.1 The hospitalization and major medical insurance coverage to members of the bargaining unit will be provided by Medical Mutual of Ohio. The coverages are agreed to as outlined in the Fairview Park City Schools employee plan. MBUs will have the option of selecting from three (3) plan structure options: single, employee plus one (spouse or child), and family.

A committee of representatives from administration, FPEA and OAPSE shall investigate, study, discuss and/or review policies on a regular and ongoing basis and make recommendations to FPEA and the Board of Education in regard to the

District's insurance programs. Financial information shall be provided by the Treasurer or contracted health care representatives at each meeting. The committee will update its guidelines annually. Such guidelines shall neither supersede nor contradict the negotiated agreement.

The committee shall investigate the potential impact of plan and plan-administration changes on the quality and cost of the plan. When costs increase or have increased, the committee shall make recommendations to control costs. Examples of areas to investigate to control costs include, but are not limited to, a prescription formulary, co-pay changes, reimbursement to decline coverage, etc. The committee shall bring any proposal(s) to the general membership of the Association for a vote. Upon approval by the Board of FPEA-recommended changes, such proposals shall be implemented so long as the change does not affect the benefits provided in Section 16.1 to the general membership of the Association.

The current plan is provided by Medical Mutual of Ohio with a benefit period deductible of \$250 per covered person/\$500 per family. The lifetime plan maximum is \$1,000,000. Vision coverage is included in this plan to a maximum per benefit period of \$120. (See the Fairview Park City Schools Employee Benefit plan for a detailed breakdown.)

Emergency room co-payments shall be seventy-five dollars (\$75) per visit. Office visit co-payments shall be twenty-five dollars (\$25) per visit. Office visit co-pays for visits to specialists shall be thirty-five dollars (\$35). Additionally, prescription drug coverage shall include co-payments as follows:

Retail: Generic - \$20 Formulary - \$40 Non-formulary - \$60

Mail-order: For a three (3) month supply:

 Generic - \$40 Formulary - \$80 Non-formulary - \$120

16.2 During the period of this contract, the Board, with the agreement of the FPEA, may change coverage or insurance company.

16.3 The Board may make available other hospitalization and major medical insurance coverage to members of the bargaining unit, but the program recommended by the insurance committee and approved by its constituencies, and the Board, will be the primary policy. The dollar contributions identified above will apply to any HMO alternative made available by the Board.

16.4 Coverages

MBUs who accept coverage under the Board's insurance plans will contribute through payroll deduction at the rate of fifteen percent (15%) of the premium rate

contribution. Such contribution shall be evenly split and deducted two (2) times per month.

16.5 Representatives of the administration and the Association shall meet on a quarterly basis to discuss insurance-related matters of concern raised by either party.

16.6 Spousal Surcharge

- A. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) or be subject to a seventy-five dollar (\$75) per month surcharge.
- B. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored by group insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the Board will become the secondary payer of benefits.
- C. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section shall be charged a seventy-five dollar (\$75) per month surcharge to stay on the plan offered by the Fairview Park Board of Education.
- D. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be charged a seventy-five dollar (\$75) per month surcharge to stay on their spouse's health care coverage with the Fairview Park City School District.
- E. If the employee submits false information or fails to timely advise the plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of the seventy-five dollar (\$75) per month surcharge.

ARTICLE XVII – DENTAL INSURANCE

17.1 The Board shall provide each member of the bargaining unit coverage under the Fairview Park Employee Dental Plan.

17.2 Premium Contributions

The cost of the dental coverage will be excluded from the fifteen percent (15%) employee contribution (Article XVI, Coverages). In lieu of a percentage contribution, MBUs who elect dental coverage shall contribute five dollars (\$5) per month toward the premium cost. Such contribution shall be made by payroll deduction.

ARTICLE XVIII – LIFE INSURANCE

18.1 The Board shall provide life insurance as set forth below to the extent the insurance company will permit.

MBUs working not less than	Amount of Coverage
100%	\$50,000
50 or more	\$25,000

The balance of payment for any additional coverage shall be the responsibility of the MBU. The MBU shall have the right to purchase an additional equivalent amount of insurance. This Section shall not be construed to preclude the Board from changing the insurance carrier so long as the amount of coverage is not reduced.

ARTICLE XIX - SCHOOL YEAR

19.1 The school year shall be composed as follows:

Classes and or Parent Conferences	180
Staff Development Days	1
General meetings prior to school opening	1
Mid-year records/in-service day	1
End-of-year records day	<u>1</u>
TOTAL DAYS	184

The mid-year in-service shall not exceed two (2) hours.

- 19.2 School will be in session on NEOEA Day and that day will count toward the one hundred eighty-four (184) total days per Section 19.1. "Staff development" days shall be specified in the school calendar.
- 19.3 The MBU's school year shall not start on a Friday or end on a Monday.

ARTICLE XX - MULTIPLE SCHOOL ASSIGNMENTS

- 20.1 Each MBU having a multiple school assignment will be assigned one (1) building as headquarters including starting time and ending time.
- 20.2 Each MBU having a multiple school assignment requiring travel by automobile will be compensated at the current IRS rate per mile that is in effect on September 1st of each year. The total amount due the MBU will be paid at the end of each quarter.
- 20.3 Each MBU having a multiple school assignment will receive twenty dollars (\$20) per hour for each scheduled meeting beyond the school day and open house requested to attend beyond the headquarter building. (Open house attendance shall be mandatory. Where circumstances beyond the control of the MBU make it impractical to honor the request to attend a building meeting beyond the headquarter building, he/she shall not be required to attend.)

ARTICLE XXI - SPECIAL SALARIES

- 21.1 MBUs employed for summer school teaching shall be compensated at the rate of twenty dollars (\$20) per hour.
- 21.2 MBUs attending voluntary in-service sessions held outside the contractual school day or school year for which stipends are paid shall be compensated at the rate of twenty dollars (\$20) per hour up to the number of hours approved by the Board.
- 21.3 Each MBU accepting an advisorship for the high school gifted/talented mentor program will be compensated at the rate of two hundred fifty dollars (\$250) per student for a half credit. The member will be expected to put in twenty (20) hours per student for a semester program.
- 21.4 Provided that work is performed "on site", on "non-working days", and that the building principal has signed off, each MBU employed as an outside consultant for the purpose of writing new or revised present courses of study shall be compensated at the rate of:

Existing courses of study: \$20/hour, up to a maximum of twenty (20) hours
New courses of study: \$20/hour, up to a maximum of forty (40) hours

- 21.5 MBUs shall have the option of working up to fifteen (15) hours to prepare their room/office for the opening of school and shall be paid at the rate of fifteen dollars (\$15) per hour. Arrangements shall be made with the building principal who shall sign off at the time of completion. Preparation hours shall be completed prior to the opening of the school year.

ARTICLE XXII - REDUCTION IN FORCE

- 22.1 Reductions in force under this Article may be initiated in case of return to duty of regular MBUs after leaves of absence*, suspension of schools*, territorial changes affecting the District* declining enrollment*, abolishment of programs and financial conditions (defined as when the five-year forecast has a negative balance available for certification in the current or following year assuming the general reserve is depleted, the insurance reserve is at the actuarial minimum level [assuming a fifteen percent (15%) increase in the following year] and no unreasonable amount of funds are otherwise reserved). When, in the judgment of the Board, it becomes necessary to reduce the number of MBUs in the District for reasons other than performance, the following procedures shall apply:

A. Seniority

No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. For the term of this agreement, all evaluations shall be considered comparable. As such, the provisions below shall serve as the procedures followed when making staff reduction decisions involving the suspension of teaching contracts.

All MBUs shall be placed on the seniority lists in each of the areas of certification/licensure in which the MBU is certified/licensed. Those MBUs holding continuing contracts shall be listed ahead of those MBUs holding limited contracts.

Seniority shall be determined first by continuing contract status, followed by the length of continuous certificated/licensed service in the Fairview Park City Schools in a position requiring certification/licensure. Among those MBUs with the same length of continuous service, seniority shall be determined by the date of the Board meeting in which the MBU was hired and, then, if a tie, by date of first application.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff except as otherwise stipulated by this contract. The continuous service of an MBU who has returned to employment following resignation, unauthorized leave of absence or other termination of employment will be measured from the date of return.

This seniority list will be sent to all MBUs and the Association President and all Association building representatives by interoffice mail by November 15th of each school year. If an MBU believes there is an inaccuracy in his/her placement on the list, s/he must notify the Superintendent or his/her designee in writing of the alleged inaccuracy by December 15th. The Superintendent or his/her designee shall notify each affected MBU of the outcome of the claim, in writing, no later than January 15th. If an MBU is not satisfied with the outcome, s/he shall then have the right to bring the matter to the Association for review.

On or before January 30th, the Association and the Superintendent or his/her designee shall jointly review the dispute in an attempt to resolve the matter in as timely a manner as possible. If resolution cannot be reached, the matter can then be challenged through the grievance procedure. Both parties will then sign off on the revised list, excluding any still within the grievance procedure. The final list shall be distributed no later than February 15th to the Association President, all Association building representatives, and posted in each building and on the District website.

This February list will be amended in April of each school year solely to reflect newly-awarded continuing contracts. The February 15th list along with any April continuing contract amendments shall be the official list until the following November 15th, and no changes will be permitted unless the procedure outlined in this paragraph has been followed.

B. Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum first by not employing replacements for employees who retire or resign or who are no longer in service for other reasons. MBUs hired as long-term substitute replacements for up to one (1) year service are automatically non-renewed and not covered by this Article.

C. Layoff

1. Layoff shall proceed in accordance with the Superintendent's recommendation of the areas of certification to be reduced, with limited contract MBUs reduced before continuing contract MBUs and less senior MBUs in that area of certification reduced first in accordance with the seniority list. The Board may deviate from seniority and contract status in order to maintain certificated/licensed MBU in subspecialty areas. All possible permutations will be attempted to maintain certificated/licensed MBUs in subspecialty areas without deviating from seniority and contract status. The parties will meet to make certain that all permutations have been tried at least seven (7) calendar days prior to the notification in Section D. As

a professional courtesy, notification shall be given to the MBU in an administrative office at the end of the school day assuming the MBU is present and available.

2. An MBU who is laid off will displace a least senior MBU with less seniority in an area of certification/licensure in which that MBU holds a currently valid certificate/license.
3. In any case where the displacing MBU is moved into an area of certification/licensure in which the MBU has not actually taught within the past five (5) years, the Board may require the displacing MBU, as a condition of retention in the area of certification, to successfully complete up to and including three (3) semester hours (or equivalent quarter hours) of coursework at an accredited institution of higher learning, in the area of certification/licensure, within twelve (12) months. In such cases, the Board will reimburse the MBU for the academic institution's fees, tuition and books for the required coursework.

D. Notice

Notification: At least seven (7) calendar days before the Board meeting at which the action is to be taken, and after each MBU affected is informed by the Superintendent, the list of MBUs whose contracts are recommended for layoff will be provided to the President of the FPEA. This list shall constitute the Reduction in Force list.

Once an MBU is notified of his/her placement on the Reduction in Force list, the MBU is advised to immediately contact the Ohio Department of Jobs and Family Services for information on unemployment benefits and the District Treasurer for information on COBRA benefits.

E. Recall

1. An MBU whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he or she is certified.
2. MBUs on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified in order of seniority at the time of their layoff. In effecting recall, the good cause requirement shall be the same as that used for layoffs.
3. No MBU shall be employed by the Board for a position that can be filled by an MBU on the Reduction in Force list who is certified to teach in the vacant position.

4. In the event a vacancy (ies) becomes available, the Board shall recall the MBU to active employment status by giving written notice to the MBU. Said written notice shall be sent to the MBU by registered or certified letter addressed to the MBU's last known address. It shall be the responsibility of each MBU to notify the Board of any change in address.
 5. If an MBU fails to accept full-time employment status within three (3) calendar days, excluding Saturdays, Sundays, and holidays, from the date said notification was delivered, said MBU shall be considered to have declined said offer and shall be removed from the Reduction in Force list. An MBU shall be given a minimum of two (2) weeks to report to work.
 6. A recalled MBU shall return to active employment status with salary schedule placement commensurate with years of experience as defined by the Ohio Revised Code.
 7. An MBU's name shall remain on the Reduction in Force list for three (3) years following the last day of service, unless the name is removed at the request of the MBU or by recall to a teaching position by the Board.
- F. This Article supersedes Ohio Revised Code Section 3319.17, which shall have no effect.
- G. If a grievance arises with regard to the justification for the RIF, compliance with the procedures used, and/or the identification of MBUs to be laid off, the matter shall be submitted to expedited arbitration in accordance with the AAA rules for expedited arbitration in place of the traditional arbitration.

* Terms as interpreted under R.C. 3319.17

ARTICLE XXIII - CHRONIC COMMUNICABLE DISEASE

- 23.1 No MBU shall be deprived of any legal rights as a result of a chronic communicable disease.
- 23.2 Information about the identity and condition of chronic communicable disease-infected students shall be disclosed to those MBUs and other staff members responsible for the student so that adequate supervision may be maintained. Those notified will observe complete confidentiality.
- 23.3 No MBU shall be required to perform any medical procedure(s) including, but not limited to, cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations, on any CCD-infected student nor shall he/she be required to clean up body fluids of any CCD-infected student.

ARTICLE XXIV - NOTICE OF VACANCIES

- 24.1 When it is determined to fill a vacancy brought about by resignation, transfer, death, retirement, or a newly-created position, as determined by Board action, the Superintendent or his designee will notify all certificated employees. Notice of the vacancy and/or newly-created positions will be made by posting a written notice on a bulletin board space designated specifically for that purpose in each building. The FPEA President and building representatives shall receive a copy of all postings at the time of posting. Such posting shall continue until the vacancy has been filled. The posted notice will designate the position and building involved. The Superintendent or his designee shall give notice to each applicant when the position has been filled.

Beginning the first of June through the first contract day of the following school year, vacancies will be posted as they occur by notice on the District web site. The Board shall email notice to the FPEA President(s). These notices shall include the date of the posting and shall start the time period for posting as referenced in the following paragraph. Notice of any vacancy or newly-created position shall also be included at least once in paycheck stubs mailed to members of the bargaining unit, but it is understood that the paycheck notice may come after the posting period has ended.

No vacancy shall be filled until it has been posted for five (5) working days during the regular work year or ten (10) calendar days during the summer months. Vacancies arising after July 10th may be filled five (5) calendar days after the vacancy notice has been posted on the District's website. Vacancies arising after August 1st and prior to the opening of school may be filled immediately; in which case the notice provided for above need not be given.

When vacancies exist within the school District, an MBU requesting a change in assignment by notifying the Superintendent or his/her designee, shall be given first consideration, providing the MBU making the request is both certified/licensed and qualified for the position requested. A decision of qualification shall be made by the Superintendent. Any vacated bargaining unit position must go through the posting procedure referred to in this Article.

ARTICLE XXV - CLASS SIZE

25.1 The Board will work toward the following class size limits, considering the availability of funds and space, and other needs of the District.

<u>Grades K-3</u>	<u>20 students</u>
<u>Grades 4-6</u>	<u>24 students</u>
<u>Grades 7-12 (Remedial)</u>	<u>20 students</u>
<u>Grades 7-12 (Regular without Composition)</u>	<u>25 students</u>
<u>Grades 7-12 (Regular with Composition)</u>	<u>20 students</u>
<u>Grades 4-12 Band</u>	<u>Open</u>
<u>Grades 5-12 Orchestra</u>	<u>Open</u>
<u>Grades 3-12 Choir/Chorale</u>	<u>Open</u>
<u>Grades 7-12 Physical Education</u>	<u>Open</u>
<u>Grades 7-12 Art and Lab Classes</u>	<u>20-24 students (or no more than stations permit)</u>
<u>G/T and PACE</u>	<u>20 students</u>
<u>Honors</u>	<u>25 students</u>
<u>AP</u>	<u>20 students</u>

ARTICLE XXVI - INCLUSION

- 26.1 No MBU except the school nurse will be required to attend to a student's toileting or feminine hygiene needs. No MBU, with the exception of the school nurse, will be required to assume any medical care responsibility for a student who is chronically ill/medically fragile or who has special health care needs.
- 26.2 Compensation for educational meetings involving an IEP, 504, IAT/SAT and/or MFE extending beyond the contractual school day will be paid at the rate of ten dollars (\$10) per meeting, unless the meeting exceeds thirty (30) minutes beyond the contractual day, in which case the rate will be twenty dollars (\$20) per meeting. Approved time sheets shall be paid in accordance with the guidelines established in the Fairview Park Schools pay schedule.
- 26.3 Commensurate with student needs as determined by the IEP/504 teams, appropriately-trained non-certificated/non-licensed support staff services will be provided.
- 26.4 The Board shall provide, at Board expense, in-service education, workshops, and/or training for all MBUs who are participating or about to participate in inclusion programs requiring specialized adaptations and/or services per IEPs or 504s. Requests for such in-service may be initiated by the MBU, the IAT/SAT, Special Education staff and/or building principal(s) and will be forwarded to the Director of Pupil Services. A response regarding the status of such a request shall be made in a timely manner.
- 26.5 Any student on an IEP who does not have a full-time classroom attendant/aide, is in the classroom for a majority of the school day/class period, and who is identified as autistic, multiple handicapped, severely behaviorally handicapped (severe emotional disturbance), developmentally handicapped (cognitively impaired), traumatic brain injured, visually impaired, orthopedic handicapped, other health impaired, deaf, deaf-blind will be counted as 2.0 for purposes of determining class size. Upon recommendation of the classroom teacher and/or the special education teacher regarding a student on a 504 Plan or an IEP, a committee will be convened for the purpose of determining the appropriate weight for class placement of the recommended student. The following personnel will be invited to participate on this committee: the classroom teacher, special education teacher, counselor, special education support staff working with the child, building administrator, grade level coordinator/department chair, and Director of Pupil Personnel Services.
- 26.6 Every effort will be made to provide a common planning period for those MBUs involved with inclusion classrooms.
- 26.7 When making inclusion classroom placements, every effort will be made to first use MBUs who volunteer for an inclusion classroom and then on an annual

rotating basis among the MBUs teaching the same class/grade level. An exception to the annual rotation shall be made for those members voluntarily participating in looping programs in order to permit the MBU to continue in this arrangement. Therefore, looping arrangements shall be rotated using a two (2)-year cycle.

ARTICLE XXVII - MENTORING AND ENTRY-YEAR PROGRAM

- 27.1 A Resident Educator is a teacher who is new to the teaching profession. Mentors will be provided for any Resident Educator or an ODE-licensed preschool/day care staff member employed in a program not mandated by federal and state regulations. Mentors shall be MBUs who will be paid an annual stipend of one thousand dollars (\$1,000) per mentee. When possible, appropriately-trained mentors will be first selected from the department/grade level in which the new member is hired. In the event that a Resident Educator is in need of mentorship from two (2) different departments and/or schools, the Board of Education may elect to split this mentorship between two (2) appropriately-trained MBUs.
- 27.2 An MBU, willing to serve as a mentor for the forthcoming academic year, will submit his/her name, in writing, to the building principal(s) on or before May 15th. A District-wide list of volunteers will be generated by June 1st. The building principal will create an appropriate match (mentor and Resident Educator) by utilizing the criteria in the Resident Educator program and this list. The principal may consult with grade level chairpersons, department chairpersons or other administrators in the matching process. If no qualified MBUs are on the District-wide list of volunteers, the building principal will request, in writing, additional volunteers from the appropriate building(s). If no volunteer can be found, the principal may appoint an MBU from the list of appropriately-trained MBUs.
- 27.3 Mentors shall share and discuss classroom observations and interview/discussion information with only the Resident Educator. The information shared will be considered confidential and shall not be used for performance evaluations by supervisors/administrators. No mentor shall be responsible for the evaluation of a Resident Educator.
- 27.4 In the event of irreconcilable differences between a Resident Educator and a mentor, the Resident Educator, the mentor and mentor coordinator will meet with the building principal to discuss the situation. Upon the request of either party, the principal will determine whether to offer to assign a new mentor from the list of volunteers. Compensation will be prorated between/among the mentors.
- 27.5 All mentor assignments shall be reported in a timely manner to the President of the Fairview Park Education Association.

- 27.6 For those Resident Educators employed within the school District who are subject to a Resident Educator program requirement for initial certification/licensure, mentoring for Resident Educators will be assigned to the MBU who holds the necessary qualifications to provide appropriate direction to the Resident Educator.
- 27.7 The Resident Educator Program is a four-year academic entry-level program for classroom teachers that include performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education. The performance-based assessment of the Resident Educator shall be administered during the third or fourth year of teaching. Passage of the assessment results in eligibility for the professional educator license. In the event a Resident Educator fails the assessment, the Resident Educator will be subject to OAC 3301-24-04 (D).
- 27.8 Mentors shall be provided the opportunity to attend training in order to establish and maintain a Resident Educator program. A pool of trained mentors shall be developed for each building. The cost of providing training for all mentors in matters related to all components of OTES or an “equivalent observation system” will be provided by the Board. Training shall be ongoing in order to maintain an effective Resident Educator program.
- 27.9 The mentor shall be provided release time as approved by the building principal in order to support the growth and successful completion of the Resident Educator program through the completion of observations of and collaboration with the mentee.
- 27.10 All mentors and Resident Educators will follow the guidelines established in Appendix M. The Appendix will not be revised without providing the Association the opportunity to be a party in the revision.
- 27.11 The mentor coordinator position will be posted annually. The level of compensation for this position will be twenty-two dollars (\$22) per hour for out-of-District professional development meetings held outside the school day (excluding travel time) which are necessary to remain current with state guidelines. In addition, the mentor coordinator will be compensated at the rate of two hundred fifty dollars (\$250) per Resident Educator/mentor team not to exceed one thousand dollars (\$1,000) annually. Unless there are no other appropriately-trained MBUs available, the mentor coordinator will not also be assigned the position of mentor for any entry-year teacher. Any information about the Resident Educator and/or mentor, including but not limited to that received through observation or discussion, will not be shared with any individual(s) outside the entry-year teacher/mentor team.

ARTICLE XXVIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 28.1 Pursuant to O.R.C. 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a local professional development committee (LPDC) shall be established to review professional development plans comprised of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Contract. LPDC and its individual members shall be responsible for complying with state law and regulations.
- 28.2 The term of office for the LPDC members shall be three (3) years, with initial terms staggered (one (1) year, two (2) years and three (3) years for MBUs and two (2) and three (3) years for administrators) to provide continuity. LPDC members may be reappointed to additional terms. The chairperson will be elected for a one (1)-year term. Management and the Association shall rotate chair responsibilities each year.
- 28.3 The LPDC shall have three (3) MBUs appointed by the FPEA President and two (2) administrator members appointed by the Superintendent or the Superintendent's designee. Vacancies shall be filled in the same manner. Should an administrator request an administrative majority to review his/her IPDP, two (2) MBUs will abstain from voting on the aforesaid IPDP.
- 28.4 The LPDC members shall be compensated at the rate of twenty-two dollars (\$22) per hour up to a maximum of three hundred seventy-five (375) total hours divided among all LPDC members during each school year. If necessary, an hourly summer rate will be paid for up to, but not limited to, twenty-five (25) hours per person at the same rate. However, release time will be used without additional compensation when feasible. If during each school year the LPDC believes more time or funds are needed, the LPDC shall so advise the Superintendent or the Superintendent's designee and seek approval for added hours and/or added funds to be approved. The LPDC shall be allocated a budget of five thousand dollars (\$5,000) for supplies, equipment, professional development and release time expenses for the same period. LPDC members can receive credit toward their own Professional Development Plan by serving on the Committee.
- 28.5 The LPDC will be responsible for developing and implementing in-service programs at staff meetings for professional staff to explain the professional development plan process and the function of the LPDC.
- 28.6 The Board will provide the LPDC with meeting space and secretarial support.
- 28.7 The first level of appeals will be reconsideration by the LPDC. The final level of appeals will be to a three (3) person panel consisting of the Superintendent, the

President of FPEA, and a third person mutually chosen by the Superintendent and the President of FPEA.

28.8 The LPDC shall establish its rules and operating procedures to at least include:

- scheduling of meetings
- defining a quorum
- determining LPDC member training
- all other items required by the law

28.9 LPDC members shall be granted release time to attend regional or state training programs not available outside the school day.

28.10 Decisions of the LPDC, or any decisions reached through the appeals process, are not grievable under the terms of this Agreement.

28.11 By the close of each school year, the LPDC shall submit a report of its activities to the Superintendent of Schools and the President of FPEA.

ARTICLE XXIX - EMPLOYMENT OF RETIRED MBUs

Subject to these provisions, re-employed MBUs are part of the bargaining unit and are entitled to all rights under the collective bargaining agreement unless limited herein. An MBU retired under STRS ("re-employed/retired MBU") who the Board determines to employ is subject to the following conditions:

- A. The re-employed/retired MBU will be paid according to the salary schedule with experience placement of at least five (5) years in accordance with Board policy. The re-employed/retired MBU will be placed on his/her appropriate education/training column. The re-employed/retired MBU will be advanced one (1) year on the salary schedule for each year of re-employment service in the District.
- B. The re-employed/retired MBU is not eligible for Board-paid benefits.
- C. The contract of employment will be for one (1) year and is automatically non-renewed at the conclusion of that year and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with O.R.C Sections 3319.11 and 3319.111. The provisions/protections of such Sections, as to such MBUs, are expressly waived. The re-employed/retired MBU will not resume and will not be eligible for a continuing contract.
- D. Retirement under STRS constitutes a break in service for seniority purposes. As such, all re-employed/retired MBUs have zero (0) years of seniority upon rehire.

- E. Re-employed/retired MBUs are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

ARTICLE XXX – PROGRESSIVE DISCIPLINE

30.1 No MBU shall be disciplined or deprived of any professional benefits without just cause. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

30.2 Progressive Discipline Steps

The following steps of progressive discipline will be used by the administration:

Step 1 Verbal Reprimand

An anecdotal record, initialed by both parties, will be given to the MBU at the time of initialing

Step 2 Written Reprimand

Step 3 Suspension with or without pay, not to exceed five (5) days

Step 4 Termination in accordance with O.R.C. 3319.15

Steps may be bypassed for flagrant violations

ARTICLE XXXI – TUITION REIMBURSEMENT

An MBU will receive reimbursement for eighty percent (80%) of the cost of his/her tuition, not to exceed two thousand dollars (\$2,000) per year. The total pool available for all FPEA members shall not exceed twenty thousand dollars (\$20,000) in one (1) fiscal year. To be eligible for reimbursement, classes must be approved by the LPDC.

Payment shall be made to the MBU no later than the second pay after the transcript has been received by the Superintendent/designee.

Tuition reimbursement for eligible MBUs will be on a first-come, first-served basis. Once the cap for the fiscal year has been reached, any MBU who did not receive the reimbursement, shall be placed at the beginning of the list for the next fiscal year's pool and his/her already completed classes will be reimbursed from the next fiscal year's budget.

Program details are found in Appendix N.

ARTICLE XXXII – EFFECTS

32.1 Contrary to Law

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision shall be inoperative but the remaining provisions hereof shall remain in effect.

32.2 Entire Agreement Clause

This contract together with any appendices attached hereto, supersedes all previous agreements, verbal or written, between the Board and the FPEA and constitutes the entire agreement between the parties.

Ratified by: Fairview Park Board of Education June 6, 2013
Fairview Park Education Association June 7, 2013

Fairview Park Board of Education

By:



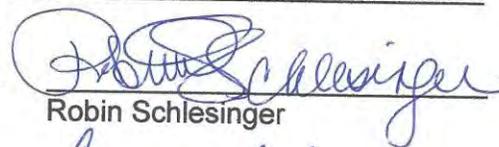
Brian E. Deitsch, Superintendent

Ryan Ghizzoni, Treasurer

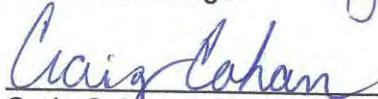


Fairview Park Education Association

By:



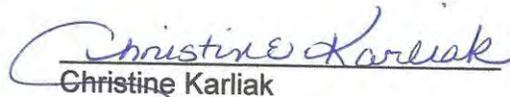
Robin Schlesinger



Craig Cohen



Crystal Dzurnak



Christine Karliak



Todd Jaeck

Date: 10/24/13

Date: 10/24/13

Appendix A – FAIRVIEW PARK SCHOOLS – TEACHERS' SALARY SCHEDULE
TRAINING LEVELS DESCRIPTION

Level I	Bachelor's degree.
Level II	Bachelor's degree plus nine semester hours of graduate credit of which six shall be in the teaching field.
Level III	Bachelor's degree plus eighteen semester hours of graduate credit of which twelve hours shall be in the teaching field, or a minimum of 150 hours of undergraduate credits. (Five years of training.)
Level IV	Bachelor's degree plus thirty semester hours of graduate credits of which eighteen shall be in the teaching field; or two bachelor's degrees, one in education and one in the teaching field or in liberal arts.
Level V	A master's degree not in the teaching field but including a minimum of twelve semester hours of graduate credit in the teaching field.
Level VI	Master's degree in the teaching field.
Level VII	Master's degree plus nine semester hours of graduate credit. If the master's degree is not in the teaching field, six of the nine hours must be in the teaching field.
Level VIII	Master's degree plus eighteen semester hours of graduate credit. If the master's degree is not in the teaching field, nine of the eighteen hours must be in the teaching field.
Level IX	Master's degree plus thirty semester hours of graduate credit. If the master's degree is not in the teaching field, twelve of the thirty hours must be in the teaching field.
Level X	Doctor's degree or Educational Specialist degree in education or in the teaching field.

Graduate credit to move to Levels II through IV must be earned after teacher has received the bachelor's degree. Graduate credit to move to Levels VII through IX must be earned after teacher has received the master's degree.

- EXCEPTIONS:
1. If the Superintendent recommends that a teacher take a specific undergraduate course, it shall be counted as graduate credit for salary purposes.
 2. Teachers who seem to be particularly qualified to enter into such fields as guidance, supervision or administration may be permitted by the Superintendent with specific approval of the Board of Education to follow a course of study leading to certification with the credits counting fully for salary purposes.
 3. The Superintendent may approve departure from the scheduled requirements concerning graduate credits in the teaching field if a teacher is following a university-prescribed program of studies which will ultimately meet the requirements.

Appendix B - FAIRVIEW PARK SCHOOLS SALARY SCHEDULE INDEX

Step	BA	BA +9	BA + 18	BA+30	MA - 1	MA - 2	MA + 9	MA + 18	MA + 30	PHD/EDS
0	1	1.02622	1.0612	1.0875	1.0875	1.105	1.13122	1.1575	1.1925	1.2625
1	1.048	1.07552	1.1121	1.1397	1.1397	1.158	1.18552	1.2131	1.2497	1.3231
2	1.0983	1.12712	1.16562	1.1944	1.1944	1.21362	1.2424	1.2713	1.30972	1.38662
3	1.151	1.1812	1.22152	1.2517	1.2517	1.27192	1.30202	1.3323	1.3726	1.4532
4	1.2062	1.23792	1.28012	1.3118	1.3118	1.33292	1.36452	1.39632	1.43852	1.52292
5	1.2641	1.29732	1.34152	1.3748	1.3748	1.39692	1.43	1.46332	1.5075	1.596
6	1.3248	1.35962	1.4059	1.4408	1.4408	1.46401	1.4987	1.53352	1.57992	1.6726
7	1.38842	1.42482	1.47342	1.50992	1.50991	1.53422	1.57062	1.60712	1.65572	1.75292
8	1.455	1.4932	1.54412	1.58242	1.58242	1.60792	1.64602	1.6843	1.73522	1.837
9	1.5248	1.56492	1.61832	1.65842	1.65842	1.68512	1.725	1.76512	1.81852	1.9252
10	1.59802	1.64001	1.69592	1.738	1.738	1.76592	1.8078	1.8498	1.90582	2.01762
11	1.67473	1.71872	1.7773	1.82142	1.82142	1.8507	1.89462	1.9386	1.99722	2.1145
12	1.67473	1.71872	1.7773	1.82142	1.90872	1.93951	1.9855	2.0317	2.0931	2.21602
13	1.67473	1.71872	1.7773	1.82142	1.90872	1.93951	1.9855	2.0317	2.0931	2.21602
14	1.69482	1.7393	1.79862	1.84332	1.93162	1.96282	2.0093	2.05612	2.11822	2.24262
15	1.69482	1.7393	1.79862	1.84332	1.93162	1.96282	2.0093	2.05612	2.11822	2.24262
16	1.71492	1.75992	1.82	1.8651	1.9545	1.98601	2.0332	2.08042	2.14332	2.2692
17	1.71492	1.75992	1.82	1.8651	1.9545	1.98601	2.0332	2.08042	2.14332	2.28922
18	1.7389	1.78392	1.84402	1.8891	1.97852	2.01	2.05722	2.10442	2.1673	2.29322
19	1.7389	1.78392	1.84402	1.8891	1.97852	2.01	2.05722	2.10442	2.1673	2.29322
20	1.7561	1.80212	1.8637	1.9099	2.00142	2.03372	2.082	2.1304	2.19482	2.32362
21	1.7561	1.80212	1.8637	1.9099	2.00142	2.03372	2.082	2.1304	2.19482	2.32362
22	1.78012	1.82612	1.88772	1.93392	2.02542	2.0577	2.10602	2.15442	2.21882	2.3476
23	1.78012	1.82612	1.88772	1.93392	2.02542	2.0577	2.10602	2.15442	2.21882	2.3476
24	1.79822	1.84542	1.90842	1.9557	2.04942	2.0825	2.132	2.1815	2.2475	2.37962
25	1.79822	1.84542	1.90842	1.9557	2.04942	2.0825	2.132	2.1815	2.2475	2.37962
26	1.8198	1.86752	1.9313	1.97922	2.07402	2.10752	2.1576	2.20772	2.2745	2.40822

Appendix C

2013-2014 Salary Schedule

Step	BA	BA + 9	BA + 18	BA + 30	MA - 1	MA - 2	MA + 9	MA + 18	MA + 30	PHD/EDS
0	\$38,623	\$39,635	\$40,985	\$42,002	\$42,002	\$42,676	\$43,691	\$44,706	\$46,058	\$48,761
1	\$40,477	\$41,539	\$42,951	\$44,018	\$44,018	\$44,725	\$45,788	\$46,853	\$48,266	\$51,103
2	\$42,420	\$43,530	\$45,018	\$46,131	\$46,131	\$46,873	\$47,984	\$49,101	\$50,585	\$53,555
3	\$44,454	\$45,620	\$47,177	\$48,344	\$48,344	\$49,125	\$50,287	\$51,457	\$53,014	\$56,127
4	\$46,587	\$47,813	\$49,441	\$50,666	\$50,666	\$51,480	\$52,702	\$53,928	\$55,559	\$58,819
5	\$48,824	\$50,105	\$51,814	\$53,099	\$53,099	\$53,951	\$55,231	\$56,518	\$58,224	\$61,643
6	\$51,168	\$52,511	\$54,299	\$55,648	\$55,648	\$56,543	\$57,884	\$59,228	\$61,021	\$64,602
7	\$53,624	\$55,030	\$56,906	\$58,317	\$58,317	\$59,255	\$60,661	\$62,071	\$63,948	\$67,702
8	\$56,195	\$57,672	\$59,638	\$61,117	\$61,117	\$62,102	\$63,573	\$65,052	\$67,017	\$70,949
9	\$58,891	\$60,443	\$62,503	\$64,051	\$64,051	\$65,084	\$66,624	\$68,172	\$70,236	\$74,357
10	\$61,721	\$63,341	\$65,500	\$67,126	\$67,126	\$68,204	\$69,823	\$71,443	\$73,608	\$77,924
11	\$64,681	\$66,382	\$68,644	\$70,349	\$70,349	\$71,479	\$73,173	\$74,875	\$77,138	\$81,667
12	\$64,681	\$66,382	\$68,644	\$70,349	\$73,720	\$74,908	\$76,685	\$78,471	\$80,841	\$85,589
13	\$64,681	\$66,382	\$68,644	\$70,349	\$73,720	\$74,908	\$76,685	\$78,471	\$80,841	\$85,589
14	\$65,460	\$67,178	\$69,467	\$71,193	\$74,603	\$75,811	\$77,606	\$79,413	\$81,811	\$86,616
15	\$65,460	\$67,178	\$69,467	\$71,193	\$74,603	\$75,811	\$77,606	\$79,413	\$81,811	\$86,616
16	\$66,234	\$67,972	\$70,293	\$72,036	\$75,488	\$76,706	\$78,528	\$80,351	\$82,781	\$87,643
17	\$66,234	\$67,972	\$70,293	\$72,036	\$75,488	\$76,706	\$78,528	\$80,351	\$82,781	\$88,415
18	\$67,160	\$68,899	\$71,221	\$72,963	\$76,415	\$77,632	\$79,455	\$81,279	\$83,708	\$88,571
19	\$67,160	\$68,899	\$71,221	\$72,963	\$76,415	\$77,632	\$79,455	\$81,279	\$83,708	\$88,571
20	\$67,824	\$69,602	\$71,981	\$73,767	\$77,299	\$78,548	\$80,413	\$82,282	\$84,769	\$89,743
21	\$67,824	\$69,602	\$71,981	\$73,767	\$77,299	\$78,548	\$80,413	\$82,282	\$84,769	\$89,743
22	\$68,753	\$70,520	\$72,908	\$74,694	\$78,226	\$79,475	\$81,338	\$83,210	\$85,696	\$90,671
23	\$68,753	\$70,529	\$72,908	\$74,694	\$78,226	\$79,475	\$81,338	\$83,210	\$85,696	\$90,671
24	\$69,453	\$71,274	\$73,707	\$75,536	\$79,154	\$80,431	\$82,344	\$84,256	\$86,804	\$91,907
25	\$69,453	\$71,274	\$73,707	\$75,536	\$79,154	\$80,431	\$82,344	\$84,256	\$86,804	\$91,907
26	\$70,285	\$72,128	\$74,592	\$76,441	\$80,102	\$81,396	\$83,333	\$85,267	\$87,849	\$93,011

Appendix D

2014-2015 Salary Schedule

Step	BA	BA + 9	BA + 18	BA + 30	MA - 1	MA - 2	MA + 9	MA + 18	MA + 30	PHD/EDS
0	\$39,782	\$40,825	\$42,217	\$43,263	\$43,263	\$43,959	\$45,002	\$46,048	\$47,440	\$50,225
1	\$41,692	\$42,786	\$44,242	\$45,340	\$45,340	\$46,068	\$47,162	\$48,260	\$49,716	\$52,636
2	\$43,693	\$44,839	\$46,371	\$47,516	\$47,516	\$48,280	\$49,425	\$50,575	\$52,103	\$55,163
3	\$45,789	\$46,990	\$48,595	\$49,795	\$49,795	\$50,600	\$51,797	\$53,002	\$54,605	\$57,811
4	\$47,985	\$49,247	\$50,926	\$52,186	\$52,186	\$53,026	\$54,283	\$55,548	\$57,227	\$60,585
5	\$50,288	\$51,610	\$53,368	\$54,692	\$54,692	\$55,572	\$56,888	\$58,214	\$59,971	\$63,492
6	\$52,703	\$54,088	\$55,930	\$57,318	\$57,318	\$58,241	\$59,621	\$61,006	\$62,852	\$66,539
7	\$55,234	\$56,682	\$58,616	\$60,068	\$60,067	\$61,034	\$62,482	\$63,934	\$65,868	\$69,735
8	\$57,883	\$59,402	\$61,428	\$62,952	\$62,952	\$63,966	\$65,482	\$67,005	\$69,031	\$73,080
9	\$60,660	\$62,256	\$64,380	\$65,975	\$65,975	\$67,037	\$68,624	\$70,220	\$72,344	\$76,588
10	\$63,572	\$65,243	\$67,467	\$69,141	\$69,141	\$70,252	\$71,918	\$73,589	\$75,817	\$80,265
11	\$66,624	\$68,374	\$70,705	\$72,460	\$72,460	\$73,625	\$75,372	\$77,121	\$79,453	\$84,119
12	\$66,624	\$68,374	\$70,705	\$72,460	\$75,933	\$77,158	\$78,987	\$80,825	\$83,268	\$88,158
13	\$66,624	\$68,374	\$70,705	\$72,460	\$75,933	\$77,158	\$78,987	\$80,825	\$83,268	\$88,158
14	\$67,423	\$69,193	\$71,553	\$73,331	\$76,844	\$78,085	\$79,934	\$81,797	\$84,267	\$89,216
15	\$67,423	\$69,193	\$71,553	\$73,331	\$76,844	\$78,085	\$79,934	\$81,797	\$84,267	\$89,216
16	\$68,223	\$70,013	\$72,403	\$74,197	\$77,754	\$79,007	\$80,885	\$82,763	\$85,266	\$90,273
17	\$68,223	\$70,013	\$72,403	\$74,197	\$77,754	\$79,007	\$80,885	\$82,763	\$85,266	\$91,070
18	\$69,177	\$70,968	\$73,359	\$75,152	\$78,709	\$79,962	\$81,840	\$83,718	\$86,220	\$91,229
19	\$69,177	\$70,968	\$73,359	\$75,152	\$78,709	\$79,962	\$81,840	\$83,718	\$86,220	\$91,229
20	\$69,861	\$71,692	\$74,142	\$75,980	\$79,620	\$80,905	\$82,826	\$84,752	\$87,314	\$92,438
21	\$69,861	\$71,692	\$74,142	\$75,980	\$79,620	\$80,905	\$82,826	\$84,752	\$87,314	\$92,438
22	\$70,817	\$72,647	\$75,097	\$76,935	\$80,575	\$81,859	\$83,782	\$85,707	\$88,269	\$93,392
23	\$70,817	\$72,647	\$75,097	\$76,935	\$80,575	\$81,859	\$83,782	\$85,707	\$88,269	\$93,392
24	\$71,537	\$73,414	\$75,921	\$77,802	\$81,530	\$82,846	\$84,815	\$86,784	\$89,410	\$94,666
25	\$71,537	\$73,414	\$75,921	\$77,802	\$81,530	\$82,846	\$84,815	\$86,784	\$89,410	\$94,666
26	\$72,395	\$74,294	\$76,831	\$78,737	\$82,509	\$83,841	\$85,834	\$87,828	\$90,484	\$95,804

Appendix E

2015-2016 Salary Schedule

Step	BA	BA + 9	BA + 18	BA + 30	MA - 1	MA - 2	MA + 9	MA + 18	MA + 30	PHD/EDS
0	\$40,975	\$42,049	\$43,483	\$44,560	\$44,560	\$45,277	\$46,352	\$47,429	\$48,863	\$51,731
1	\$42,942	\$44,069	\$45,568	\$46,699	\$46,699	\$47,449	\$48,577	\$49,707	\$51,206	\$54,214
2	\$45,003	\$46,184	\$47,761	\$48,941	\$48,941	\$49,728	\$50,907	\$52,092	\$53,666	\$56,817
3	\$47,162	\$48,400	\$50,052	\$51,288	\$51,288	\$52,117	\$53,350	\$54,591	\$56,242	\$59,545
4	\$49,424	\$50,724	\$52,453	\$53,751	\$53,751	\$54,616	\$55,911	\$57,214	\$58,943	\$62,402
5	\$51,796	\$53,158	\$54,969	\$56,332	\$56,332	\$57,239	\$58,594	\$59,960	\$61,770	\$65,396
6	\$54,284	\$55,710	\$57,607	\$59,037	\$59,037	\$59,988	\$61,409	\$62,836	\$64,737	\$68,535
7	\$56,891	\$58,382	\$60,373	\$61,869	\$61,869	\$62,865	\$64,356	\$65,852	\$67,843	\$71,826
8	\$59,619	\$61,184	\$63,270	\$64,840	\$64,840	\$65,885	\$67,446	\$69,014	\$71,101	\$75,271
9	\$62,479	\$64,123	\$66,311	\$67,954	\$67,954	\$69,048	\$70,682	\$72,326	\$74,514	\$78,885
10	\$65,479	\$67,199	\$69,490	\$71,215	\$71,215	\$72,359	\$74,075	\$75,796	\$78,091	\$82,672
11	\$68,622	\$70,425	\$72,825	\$74,633	\$74,633	\$75,832	\$77,632	\$79,434	\$81,836	\$86,642
12	\$68,622	\$70,425	\$72,825	\$74,633	\$78,210	\$79,471	\$81,356	\$83,249	\$85,765	\$90,801
13	\$68,622	\$70,425	\$72,825	\$74,633	\$78,210	\$79,471	\$81,356	\$83,249	\$85,765	\$90,801
14	\$69,445	\$71,268	\$73,698	\$75,530	\$79,148	\$80,427	\$82,331	\$84,250	\$86,794	\$91,891
15	\$69,445	\$71,268	\$73,698	\$75,530	\$79,148	\$80,427	\$82,331	\$84,250	\$86,794	\$91,891
16	\$70,269	\$72,113	\$74,575	\$76,422	\$80,086	\$81,377	\$83,310	\$85,245	\$87,823	\$92,980
17	\$70,269	\$72,113	\$74,575	\$76,422	\$80,086	\$81,377	\$83,310	\$85,245	\$87,823	\$93,801
18	\$71,251	\$73,096	\$75,559	\$77,406	\$81,070	\$82,360	\$84,295	\$86,229	\$88,805	\$93,965
19	\$71,251	\$73,096	\$75,559	\$77,406	\$81,070	\$82,360	\$84,295	\$86,229	\$88,805	\$93,965
20	\$71,956	\$73,842	\$76,365	\$78,258	\$82,008	\$83,332	\$85,310	\$87,293	\$89,933	\$95,210
21	\$71,956	\$73,842	\$76,365	\$78,258	\$82,008	\$83,332	\$85,310	\$87,293	\$89,933	\$95,210
22	\$72,940	\$74,825	\$77,349	\$79,242	\$82,992	\$84,314	\$86,294	\$88,277	\$90,916	\$96,193
23	\$72,940	\$74,825	\$77,349	\$79,242	\$82,992	\$84,314	\$86,294	\$88,277	\$90,916	\$96,193
24	\$73,682	\$75,616	\$78,198	\$80,135	\$83,975	\$85,330	\$87,359	\$89,387	\$92,091	\$97,505
25	\$73,682	\$75,616	\$78,198	\$80,135	\$83,975	\$85,330	\$87,359	\$89,387	\$92,091	\$97,505
26	\$74,566	\$76,522	\$79,135	\$81,099	\$84,983	\$86,356	\$88,408	\$90,461	\$93,198	\$98,677

Appendix F – FAIRVIEW PARK SCHOOLS – 2013-2016 ATHLETIC SUPPLEMENTALS SALARY SCHEDULE

Position			Position			Position			Position			Position			Position		
Football - Head			Track B&G			Wrestling Head			Cross Country B&G			Volleyball			Asst. Football		
Swimming B&G						Basketball Head Boys			Swimming Head - Boys								
						Basketball Head Girls			Swimming Head - Girls								
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.185	\$ 6,562.69	1	0.165	\$ 5,853.21	1	0.15	\$ 5,321.10	1	0.137	\$ 4,859.94	1	0.13	\$ 4,611.62	1	0.125	\$ 4,434.25
2	0.185	\$ 6,562.69	2	0.165	\$ 5,853.21	2	0.15	\$ 5,321.10	2	0.137	\$ 4,859.94	2	0.13	\$ 4,611.62	2	0.125	\$ 4,434.25
3	0.185	\$ 6,562.69	3	0.165	\$ 5,853.21	3	0.15	\$ 5,321.10	3	0.137	\$ 4,859.94	3	0.13	\$ 4,611.62	3	0.125	\$ 4,434.25
4	0.2	\$ 7,094.80	4	0.18	\$ 6,385.32	4	0.17	\$ 6,030.58	4	0.15	\$ 5,321.10	4	0.145	\$ 5,143.73	4	0.175	\$ 6,207.95
5	0.2	\$ 7,094.80	5	0.18	\$ 6,385.32	5	0.17	\$ 6,030.58	5	0.15	\$ 5,321.10	5	0.145	\$ 5,143.73	5	0.175	\$ 6,207.95
6	0.2	\$ 7,094.80	6	0.18	\$ 6,385.32	6	0.17	\$ 6,030.58	6	0.15	\$ 5,321.10	6	0.145	\$ 5,143.73	6	0.175	\$ 6,207.95
7	0.2	\$ 7,094.80	7	0.18	\$ 6,385.32	7	0.17	\$ 6,030.58	7	0.15	\$ 5,321.10	7	0.145	\$ 5,143.73	7	0.175	\$ 6,207.95
8	0.25	\$ 8,868.50	8	0.225	\$ 7,981.65	8	0.21	\$ 7,449.54	8	0.19	\$ 6,740.06	8	0.185	\$ 6,562.69	8	0.18	\$ 6,385.32
9	0.25	\$ 8,868.50	9	0.225	\$ 7,981.65	9	0.21	\$ 7,449.54	9	0.19	\$ 6,740.06	9	0.185	\$ 6,562.69	9	0.18	\$ 6,385.32
10	0.25	\$ 8,868.50	10	0.225	\$ 7,981.65	10	0.21	\$ 7,449.54	10	0.19	\$ 6,740.06	10	0.185	\$ 6,562.69	10	0.18	\$ 6,385.32
11	0.3	\$ 10,642.20	11	0.28	\$ 9,932.72	11	0.259	\$ 9,187.77	11	0.232	\$ 8,229.97	11	0.227	\$ 8,052.60	11	0.215	\$ 7,626.91

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Position			Position			Position			Position			Position			Position		
Asst. Swimming B&G			Soccer - Head Boys			Wrestling Asst.			Cross Country - Boys			Asst. Swimming Boys			J.H. Football Head		
			Soccer - Head Girls			Basketball Asst. Boys			Cross Country - Girls			Asst. Swimming Girls					
			Baseball - Head			Basket Ball Asst. Girls			Weight Trainer								
			Softball - Head														
			Track Girls Head														
			Track Boys Head														
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.125	\$ 4,434.25	1	0.124	\$ 4,398.78	1	0.107	\$ 3,795.72	1	0.1	\$ 3,547.40	1	0.096	\$ 3,405.50	1	0.094	\$ 3,334.56
2	0.125	\$ 4,434.25	2	0.124	\$ 4,398.78	2	0.107	\$ 3,795.72	2	0.1	\$ 3,547.40	2	0.096	\$ 3,405.50	2	0.094	\$ 3,334.56
3	0.125	\$ 4,434.25	3	0.124	\$ 4,398.78	3	0.107	\$ 3,795.72	3	0.1	\$ 3,547.40	3	0.096	\$ 3,405.50	3	0.094	\$ 3,334.56
4	0.135	\$ 4,788.99	4	0.135	\$ 4,788.99	4	0.12	\$ 4,256.88	4	0.12	\$ 4,256.88	4	0.105	\$ 3,724.77	4	0.102	\$ 3,618.35
5	0.135	\$ 4,788.99	5	0.135	\$ 4,788.99	5	0.12	\$ 4,256.88	5	0.12	\$ 4,256.88	5	0.105	\$ 3,724.77	5	0.102	\$ 3,618.35
6	0.135	\$ 4,788.99	6	0.135	\$ 4,788.99	6	0.12	\$ 4,256.88	6	0.12	\$ 4,256.88	6	0.105	\$ 3,724.77	6	0.102	\$ 3,618.35
7	0.135	\$ 4,788.99	7	0.135	\$ 4,788.99	7	0.12	\$ 4,256.88	7	0.12	\$ 4,256.88	7	0.105	\$ 3,724.77	7	0.102	\$ 3,618.35
8	0.175	\$ 6,207.95	8	0.17	\$ 6,030.58	8	0.15	\$ 5,321.10	8	0.14	\$ 4,966.36	8	0.13	\$ 4,611.62	8	0.106	\$ 3,760.24
9	0.175	\$ 6,207.95	9	0.17	\$ 6,030.58	9	0.15	\$ 5,321.10	9	0.14	\$ 4,966.36	9	0.13	\$ 4,611.62	9	0.106	\$ 3,760.24
10	0.175	\$ 6,207.95	10	0.17	\$ 6,030.58	10	0.15	\$ 5,321.10	10	0.14	\$ 4,966.36	10	0.13	\$ 4,611.62	10	0.106	\$ 3,760.24
11	0.21	\$ 7,449.54	11	0.205	\$ 7,272.17	11	0.181	\$ 6,420.79	11	0.173	\$ 6,137.00	11	0.16	\$ 5,675.84	11	0.159	\$ 5,640.37

Position			Position			Position			Position			Position			Position		
Asst. Volleyball			Asst. Soccer Boys			Tennis Girls			Wrestling J.H.			Asst. Cross Country			Track Boys or Girls J.H.		
			Asst. Soccer Girls			Tennis Boys			Asst./Diving B&G			J.H. Cross Country B&G					
			Golf						Basketball J.H. Boys			Volleyball - J.H.					
			Track Asst. Boys						Basketball J.H. Girls								
			Track Asst. Girls														
			Baseball Asst.														
			Softball Asst.														
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.093	\$ 3,299.08	1	0.085	\$ 3,015.29	1	0.083	\$ 2,944.34	1	0.075	\$ 2,660.55	1	0.07	\$ 2,483.18	1	0.062	\$ 2,199.39
2	0.093	\$ 3,299.08	2	0.085	\$ 3,015.29	2	0.083	\$ 2,944.34	2	0.075	\$ 2,660.55	2	0.07	\$ 2,483.18	2	0.062	\$ 2,199.39
3	0.093	\$ 3,299.08	3	0.085	\$ 3,015.29	3	0.083	\$ 2,944.34	3	0.075	\$ 2,660.55	3	0.07	\$ 2,483.18	3	0.062	\$ 2,199.39
4	0.1	\$ 3,547.40	4	0.095	\$ 3,370.03	4	0.09	\$ 3,192.66	4	0.085	\$ 3,015.29	4	0.08	\$ 2,837.92	4	0.07	\$ 2,483.18
5	0.1	\$ 3,547.40	5	0.095	\$ 3,370.03	5	0.09	\$ 3,192.66	5	0.085	\$ 3,015.29	5	0.08	\$ 2,837.92	5	0.07	\$ 2,483.18
6	0.1	\$ 3,547.40	6	0.095	\$ 3,370.03	6	0.09	\$ 3,192.66	6	0.085	\$ 3,015.29	6	0.08	\$ 2,837.92	6	0.07	\$ 2,483.18
7	0.1	\$ 3,547.40	7	0.095	\$ 3,370.03	7	0.09	\$ 3,192.66	7	0.085	\$ 3,015.29	7	0.08	\$ 2,837.92	7	0.07	\$ 2,483.18
8	0.13	\$ 4,611.62	8	0.12	\$ 4,256.88	8	0.094	\$ 3,334.56	8	0.105	\$ 3,724.77	8	0.09	\$ 3,192.66	8	0.085	\$ 3,015.29
9	0.13	\$ 4,611.62	9	0.12	\$ 4,256.88	9	0.094	\$ 3,334.56	9	0.105	\$ 3,724.77	9	0.09	\$ 3,192.66	9	0.085	\$ 3,015.29
10	0.13	\$ 4,611.62	10	0.12	\$ 4,256.88	10	0.094	\$ 3,334.56	10	0.105	\$ 3,724.77	10	0.09	\$ 3,192.66	10	0.085	\$ 3,015.29
11	0.155	\$ 5,498.47	11	0.145	\$ 5,143.73	11	0.14	\$ 4,966.36	11	0.131	\$ 4,647.09	11	0.12	\$ 4,256.88	11	0.1	\$ 3,547.40

Position			Position			Position			Position		
Tennis - Asst. Girls			Cheerleader Varsity Football			Cheerleader - J.V. Football			Cheerleader - J.H. or 9th Football		
Tennis - Asst. Boys			Cheerleader Soccer			Cheerleader - J.V. Basketball			Cheerleader - J.H. or 9th Basketball		
			Cheerleader Varsity Basketball								
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.055	\$ 1,951.07	1	0.055	\$ 1,951.07	1	0.048	\$ 1,702.75	1	0.045	\$ 1,596.33
2	0.055	\$ 1,951.07	2	0.055	\$ 1,951.07	2	0.048	\$ 1,702.75	2	0.045	\$ 1,596.33
3	0.055	\$ 1,951.07	3	0.055	\$ 1,951.07	3	0.048	\$ 1,702.75	3	0.045	\$ 1,596.33
4	0.059	\$ 2,092.97	4	0.06	\$ 2,128.44	4	0.055	\$ 1,951.07	4	0.05	\$ 1,773.70
5	0.059	\$ 2,092.97	5	0.06	\$ 2,128.44	5	0.055	\$ 1,951.07	5	0.05	\$ 1,773.70
6	0.059	\$ 2,092.97	6	0.06	\$ 2,128.44	6	0.055	\$ 1,951.07	6	0.05	\$ 1,773.70
7	0.059	\$ 2,092.97	7	0.06	\$ 2,128.44	7	0.055	\$ 1,951.07	7	0.05	\$ 1,773.70
8	0.061	\$ 2,163.91	8	0.075	\$ 2,660.55	8	0.06	\$ 2,128.44	8	0.055	\$ 1,951.07
9	0.061	\$ 2,163.91	9	0.075	\$ 2,660.55	9	0.06	\$ 2,128.44	9	0.055	\$ 1,951.07
10	0.061	\$ 2,163.91	10	0.075	\$ 2,660.55	10	0.06	\$ 2,128.44	10	0.055	\$ 1,951.07
11	0.092	\$ 3,263.61	11	0.09	\$ 3,192.66	11	0.081	\$ 2,873.39	11	0.076	\$ 2,696.02

Appendix F – FAIRVIEW PARK SCHOOLS – 2013-2016 STUDENT-BASED SUPPLEMENTALS SALARY SCHEDULE

Position			Position			Position			Position			Position		
HS Band			Guidance Coordinator			Grade Level Liason			Yearbook			H.S. Student Council		
Drama 7-12			Special Ed. Dept. Head			Leadership Team Member			Department Heads:					
Department Heads									Bus. Ed.					
Math	English	Science							Voc.					
Science	Ind. Arts	Soc. Stud							Health/Phys Ed.					
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.114	\$ 4,044.04	1	0.105	\$ 3,724.77	1	0.1	\$ 3,547.40	1	0.089	\$ 3,157.19	1	0.07	\$ 2,483.18
2	0.114	\$ 4,044.04	2	0.105	\$ 3,724.77	2	0.1	\$ 3,547.40	2	0.089	\$ 3,157.19	2	0.07	\$ 2,483.18
3	0.114	\$ 4,044.04	3	0.105	\$ 3,724.77	3	0.1	\$ 3,547.40	3	0.089	\$ 3,157.19	3	0.07	\$ 2,483.18
4	0.13	\$ 4,611.62	4	0.115	\$ 4,079.51	4	0.12	\$ 4,256.88	4	0.095	\$ 3,370.03	4	0.075	\$ 2,660.55
5	0.13	\$ 4,611.62	5	0.115	\$ 4,079.51	5	0.12	\$ 4,256.88	5	0.095	\$ 3,370.03	5	0.075	\$ 2,660.55
6	0.13	\$ 4,611.62	6	0.115	\$ 4,079.51	6	0.12	\$ 4,256.88	6	0.095	\$ 3,370.03	6	0.075	\$ 2,660.55
7	0.13	\$ 4,611.62	7	0.115	\$ 4,079.51	7	0.12	\$ 4,256.88	7	0.125	\$ 3,370.03	7	0.08	\$ 2,837.92
8	0.16	\$ 5,675.84	8	0.14	\$ 4,966.36	8	0.14	\$ 4,966.36	8	0.125	\$ 4,434.25	8	0.08	\$ 2,837.92
9	0.16	\$ 5,675.84	9	0.14	\$ 4,966.36	9	0.14	\$ 4,966.36	9	0.125	\$ 4,434.25	9	0.08	\$ 2,837.92
10	0.16	\$ 5,675.84	10	0.14	\$ 4,966.36	10	0.14	\$ 4,966.36	10	0.125	\$ 4,434.25	10	0.08	\$ 2,837.92
11	0.19	\$ 6,740.06	11	0.17	\$ 6,030.58	11	0.173	\$ 6,137.00	11	0.145	\$ 5,143.73	11	0.1	\$ 3,547.40

Position			Position			Position			Position			Position		
Grade Level Coordinator K-6			Drill Team Advisor			Foreign Language Dept. Head			Footprints/Academic Team			Student Council Elem&MS		
Team Leader MS 7-8						Library Coordinator K-12						Asst. Drama		
						Music/Art Coordinator K-12								
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.069	\$ 2,447.71	1	0.06	\$ 2,128.44	1	0.057	\$ 2,022.02	1	0.055	\$ 1,951.07	1	0.054	\$ 1,915.60
2	0.069	\$ 2,447.71	2	0.06	\$ 2,128.44	2	0.057	\$ 2,022.02	2	0.055	\$ 1,951.07	2	0.054	\$ 1,915.60
3	0.069	\$ 2,447.71	3	0.06	\$ 2,128.44	3	0.057	\$ 2,022.02	3	0.055	\$ 1,951.07	3	0.054	\$ 1,915.60
4	0.075	\$ 2,660.55	4	0.07	\$ 2,483.18	4	0.06	\$ 2,128.44	4	0.06	\$ 2,128.44	4	0.06	\$ 2,128.44
5	0.075	\$ 2,660.55	5	0.07	\$ 2,483.18	5	0.06	\$ 2,128.44	5	0.06	\$ 2,128.44	5	0.06	\$ 2,128.44
6	0.075	\$ 2,660.55	6	0.07	\$ 2,483.18	6	0.06	\$ 2,128.44	6	0.06	\$ 2,128.44	6	0.06	\$ 2,128.44
7	0.075	\$ 2,660.55	7	0.07	\$ 2,483.18	7	0.06	\$ 2,128.44	7	0.06	\$ 2,128.44	7	0.06	\$ 2,128.44
8	0.085	\$ 3,015.29	8	0.08	\$ 2,837.92	8	0.065	\$ 2,305.81	8	0.075	\$ 2,660.55	8	0.07	\$ 2,483.18
9	0.085	\$ 3,015.29	9	0.08	\$ 2,837.92	9	0.065	\$ 2,305.81	9	0.075	\$ 2,660.55	9	0.07	\$ 2,483.18
10	0.085	\$ 3,015.29	10	0.08	\$ 2,837.92	10	0.065	\$ 2,305.81	10	0.075	\$ 2,660.55	10	0.07	\$ 2,483.18
11	0.105	\$ 3,724.77	11	0.1	\$ 3,547.40	11	0.07	\$ 2,483.18	11	0.09	\$ 3,192.66	11	0.085	\$ 3,015.29

Position		
Choral HS, Orchestra - 9-12		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.051	\$ 1,809.17
2	0.051	\$ 1,809.17
3	0.051	\$ 1,809.17
4	0.055	\$ 1,951.07
5	0.055	\$ 1,951.07
6	0.055	\$ 1,951.07
7	0.055	\$ 1,951.07
8	0.07	\$ 2,483.18
9	0.07	\$ 2,483.18
10	0.07	\$ 2,483.18
11	0.085	\$ 3,015.29

Position		
Mosaic Club Advisor Key Club Synchronettes		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.048	\$ 1,702.75
2	0.048	\$ 1,702.75
3	0.048	\$ 1,702.75
4	0.05	\$ 1,773.70
5	0.05	\$ 1,773.70
6	0.05	\$ 1,773.70
7	0.05	\$ 1,773.70
8	0.065	\$ 2,305.81
9	0.065	\$ 2,305.81
10	0.065	\$ 2,305.81
11	0.08	\$ 2,837.92

Position		
Science Fair		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.041	\$ 1,454.43
2	0.041	\$ 1,454.43
3	0.041	\$ 1,454.43
4	0.045	\$ 1,596.33
5	0.045	\$ 1,596.33
6	0.045	\$ 1,596.33
7	0.045	\$ 1,596.33
8	0.055	\$ 1,951.07
9	0.055	\$ 1,951.07
10	0.055	\$ 1,951.07
11	0.07	\$ 2,483.18

Position		
Drama Tech Asst.		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.035	\$ 1,241.59
2	0.035	\$ 1,241.59
3	0.035	\$ 1,241.59
4	0.04	\$ 1,418.96
5	0.04	\$ 1,418.96
6	0.04	\$ 1,418.96
7	0.04	\$ 1,418.96
8	0.05	\$ 1,773.70
9	0.05	\$ 1,773.70
10	0.05	\$ 1,773.70
11	0.06	\$ 2,128.44

Position		
Class Advisor 11&12 MS Band National Honor Society		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.029	\$ 1,028.75
2	0.029	\$ 1,028.75
3	0.029	\$ 1,028.75
4	0.03	\$ 1,064.22
5	0.03	\$ 1,064.22
6	0.03	\$ 1,064.22
7	0.03	\$ 1,064.22
8	0.04	\$ 1,418.96
9	0.04	\$ 1,418.96
10	0.04	\$ 1,418.96
11	0.05	\$ 1,773.70

Position		
Class Advisor 9&10 Chorus MS Orchestra MS Newspaper Trip. Coord. MS Elem. Outdoor School Pro. Coord.		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.022	\$ 780.43
2	0.022	\$ 780.43
3	0.022	\$ 780.43
4	0.025	\$ 886.85
5	0.025	\$ 886.85
6	0.025	\$ 886.85
7	0.025	\$ 886.85
8	0.03	\$ 1,064.22
9	0.03	\$ 1,064.22
10	0.03	\$ 1,064.22
11	0.04	\$ 1,418.96

Position		
Power of the Pen Ski Club French/Spanish SADD Ecology Ecology Pep Band Tech Club Senior Ceromony Coord. Broadcast Club Builders Club Musical Suppl./Drama Production		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.016	\$ 567.58
2	0.016	\$ 567.58
3	0.016	\$ 567.58
4	0.025	\$ 886.85
5	0.025	\$ 886.85
6	0.025	\$ 886.85
7	0.025	\$ 886.85
8	0.025	\$ 886.85
9	0.025	\$ 886.85
10	0.025	\$ 886.85
11	0.03	\$ 1,064.22

Position		
Guidance Stipend K-12		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.05	\$ 1,773.70
2	0.05	\$ 1,773.70
3	0.05	\$ 1,773.70
4	0.055	\$ 1,951.07
5	0.055	\$ 1,951.07
6	0.055	\$ 1,951.07
7	0.055	\$ 1,951.07
8	0.06	\$ 2,128.44
9	0.06	\$ 2,128.44
10	0.06	\$ 2,128.44
11	0.065	\$ 2,305.81

Position		
Elem. Curriculm Coordinator		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.032	\$ 1,135.17
2	0.032	\$ 1,135.17
3	0.032	\$ 1,135.17
4	0.035	\$ 1,241.59
5	0.035	\$ 1,241.59
6	0.035	\$ 1,241.59
7	0.035	\$ 1,241.59
8	0.04	\$ 1,418.96
9	0.04	\$ 1,418.96
10	0.04	\$ 1,418.96
11	0.045	\$ 1,596.33

Position		
Summer Guidance/Day Voc. Summer Pay/Day Librarians-Summer K-12/Day		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.006	\$ 212.84
2	0.006	\$ 212.84
3	0.006	\$ 212.84
4	0.007	\$ 248.32
5	0.007	\$ 248.32
6	0.007	\$ 248.32
7	0.007	\$ 248.32
8	0.008	\$ 283.79
9	0.008	\$ 283.79
10	0.008	\$ 283.79
11	0.01	\$ 354.74

Appendix H – FAIRVIEW PARK SCHOOLS – FORM B – GRIEVANCE REPORT FORM

Name of Grievant _____ Date Filed _____

SUBMIT TO SUPERINTENDENT OF SCHOOLS

Grievance # _____

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

Signature Date

Add additional pages if needed.

Appendix I – FAIRVIEW PARK SCHOOLS – FORM C – GRIEVANCE REPORT FORM

Name of Grievant _____ Date Filed _____

SUBMIT TO SUPERINTENDENT OF SCHOOLS

Grievance # _____

A. Position of Association _____

Signature

Date

(DUPLICATE, COMPLETED COPIES OF FORMS A & B MUST
BE ATTACHED WHEN FILED WITH SUPERINTENDENT)

B. Date submitted to arbitration _____

C. Disposition and award of arbitrator _____

Signature

Date

Add additional pages if needed.

Appendix K – FAIRVIEW PARK SCHOOLS – NOTIFICATION OF PERSONAL LEAVE

This is notification that I will be using _____ day(s) of personal

leave on _____ 20 _____.

Date

Employee's Signature

Advance notice to the Superintendent must be given by the employee whenever possible, or be telephoned in case of emergency. Personal leave may not be used for absences covered under the sick leave provisions of the Ohio Revised Code. No such personal leave may be used to extend a vacation or holiday.

Appendix L-1 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Elementary Outdoor School Program Coordinator/
Middle School Trip Coordinator

REPORTS TO: Principal

JOB OBJECTIVE: Plans, implements, and evaluates the trip or program. Provides leadership as a liaison for the grade level participants.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Facilitates and coordinates the selection of classes/activities and participation to be included in the Outdoor School curriculum or trip.
3. Coordinates the requirements for special needs children participating in all or part of the program or trip.
4. Plans and provides for all required curriculum and activity materials for those students not participating in program/trip.
5. Facilitates the curriculum and schedules for students not participating in the program or trip.
6. Serves as School's representative for all correspondence and meetings before and during the program/trip.
7. Coordinates transportation.
8. Coordinates the assignment of students to program/trip activities, classes, and room/dorm assignments.
9. Coordinates final payment.
10. Coordinates and implements requirements for students with special dietary or health concerns.
11. Performs other job-related duties as required to facilitate the program/trip.
12. Assists in the evaluation of the program to Outdoor School Program Directors.
13. Assists in the coordination, implementation and evaluation of program/trip assessment.
14. Other related duties as assigned.

Appendix L-2 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Elementary Curriculum Coordinator (K-6)

REPORTS TO: Principal

JOB OBJECTIVE: Provides leadership as a liaison for a particular subject curriculum within an individual building.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations. It is recommended the elementary curriculum coordinator continue in the position for a two-year period to facilitate in the implementation of curriculum.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Coordinates the particular subject throughout the grade levels within the building.
3. Meets regularly with the building principals, teachers, and other administrative personnel to assist in the planning and direction of curriculum.
4. Participates in subject area analysis involving the subject area District-wide.
5. Serves as curriculum/textbook adoption studies for the subject area.
6. Prepares and presents reports to the Board of Education upon request of the Superintendent or designee.
7. Other related duties as assigned.

Appendix L-3 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Grade Level Coordinator (K-6)

REPORTS TO: Principal

JOB OBJECTIVE: Provides leadership as a liaison for the grade level instructional program.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Acts as a liaison between grade level and building administrator,
3. Attends a monthly meeting with the building administrator as requested.
4. Coordinates and conducts monthly grade level meetings.
5. Arranges for the minutes of monthly administrator/GLC meetings to be taken, typed up and distributed to staff.
6. Coordinates and verifies grade level field trips.
7. Revises and submits annual student supply lists to building principal as needed.
8. Assists with grade placement meetings.
9. Coordinates any group orders of materials, supplies, software, etc.
10. Coordinates the preparation of proficiency material as requested.
11. Prepares and presents reports to the Board of Education upon request of the Superintendent or designee.
12. Assists in the selection, assignments, and orientation of new teachers in the building.
13. Other related duties as assigned.

Appendix L-4 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Middle School Team Leader (7-8)

REPORTS TO: Principal

JOB OBJECTIVE: Provides leadership as a liaison for the grade level instructional program.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Works with the guidance counselor to ensure that all team members are aware of students' special needs may have throughout the school year (example, illness in family, divorce).
3. Works with the team to select a student of the month.
4. Schedules team meetings when necessary, appoints a recorder to take notes and distributes copies to all involved staff members and principal.
5. Acts as a liaison between the grade level team and the building administrator.
6. Keeps abreast of new trends, instructional materials, and techniques, and any significant experimental work being done in the field and disseminating information on these throughout the team.
7. Assists in the development of interdisciplinary units as requested.
8. Assists the administration in such matters as staffing, teacher assignment, pupil-teacher ratios, classroom utilization, and other items essential to scheduling.
9. Assists in the selection, assignment, and orientation of new teachers in the building.
10. Prepares and presents reports to the Board of Education upon request of the Superintendent or designee.
11. Other related duties as assigned.

Appendix L-5 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Department Chair (7-12)

REPORTS TO: Principal

JOB OBJECTIVE: Provides departmental leadership as a liaison for the instructional program.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Holds regular departmental meetings. Provides minutes of meetings to the principal and department members.
3. Coordinates all instructional activities within the department.
4. Provides input to the departmental members with projects, programs, or experiments, if requested.
5. Meets regularly with the principal to assist in the planning and direction for the department.
6. Fosters a continuing assessment of the curriculum and programs in the department through individual conference, committee meetings, and department-wide discussion.
7. Assists in the selection, assignment, and orientation of new teachers in the department.
8. Assists departmental members in the evaluation of new texts and instructional materials.
9. Keeps abreast of new trends, instructional materials, and techniques, and any significant experimental work being done in the field and disseminating information on these throughout the department.
10. Assists in coordination of course of study development and/or revision.
11. Works with department staff to prepare proposals for new courses or programs to be presented to the Superintendent and Board of Education for adoption if requested.
12. Acts as liaison with counseling services department.
13. Acts upon requisitions for equipment, supplies, and textbooks.
14. Compiles and forwards department requests for new library titles to the school librarian.
15. Coordinates instructional materials within the department.

- continued -

Appendix L-5 (continued)

Department Chair (7-12), continued

16. Assists the administration in such matters as staffing, teacher assignment, pupil-teacher ratios, classroom utilization, and other items essential to schedule.
17. Attends Curriculum Night.
18. Prepares and presents reports to the Board of Education upon request of the Superintendent or designee.
19. Other related duties as assigned.

Appendix L-6 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Special Education Department Head (7-12)

REPORTS TO: Principal

JOB OBJECTIVE: Provides leadership as a liaison for the special education department.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Holds departmental meetings to assure departmental cooperation in planning and teaching.
3. Provides input to departmental members with projects, programs, or experiments, if requested.
4. Meets regularly with the principal to assist in the planning and direction for the department.
5. Fosters a continuing assessment of the instruction and programs in the department through individual conference, committee meetings, and department-wide discussion.
6. Assists in the selection, assignment, and orientation of new teachers and other support staff in the department.
7. Keeps abreast of new trends, instructional materials, and techniques, and any significant experimental work being done in the field and disseminating information on these throughout the department.
8. Works with department staff to prepare proposals for new courses or programs to be presented to the Superintendent and Board of Education for adoption if requested.
9. Acts as liaison with counseling services department.
10. Coordinates the efforts of the department with other departments.
11. Prepares and presents reports to the Board of Education upon request of the Superintendent of Schools.
12. Works with the department members to project anticipated needs for equipment, supplies and textbooks, and evolving from this a proposed budget request with priorities established.
13. Serves as a liaison/contact person with Polaris Career Center for Special Education students participating in vocational evaluations, shadowing experiences, or vocational programs.
14. Prepares and presents reports to the Board of Education upon request of the Superintendent or designee.
15. Other related duties as assigned.

Appendix L-7 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Coordinator of Guidance

REPORTS TO: Principal

JOB OBJECTIVE: Provides leadership as a liaison for all District guidance activities and to the high school principal for high school guidance activities.

ESSENTIAL JOB FUNCTIONS: The following duties are representative of performance expectations.

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Develops and implements guidance programs which meet the standards of the Ohio Department of Education and the North Central Association of Colleges and Schools.
3. Holds regular meetings with guidance personnel.
4. Coordinates guidance activities.
5. Assists in the selection, assignment, and orientation of new counselors.
6. Keeps abreast of new trends, counseling materials and techniques, and any significant experimental work being done in the field and disseminating information to counselors and administrators.
7. Prepares and presents reports to the Board of Education upon request of the Superintendent or designee.
8. Acts upon requisitions for equipment and instructional materials.
9. Complies and forwards requests for new library titles to the school librarian.
10. Attends Curriculum Night.
11. Other related duties as assigned.

Appendix L-8 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Student-Oriented Activity - Advisor

REPORTS TO: Director of Student Activities

JOB: Plans and implements the assigned advisory responsibilities.

ESSENTIAL JOB FUNCTIONS: Follows duties that are representative of performance expectations.

Student-Oriented Activity Advisor: The Activity Advisor is directly responsible to the Director of Student Activities and the principal. Duties and responsibilities are:

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Supports the District and building student codes of conduct.
3. Organizes, administers and supervises the assigned activity according to the policies and regulations of the Board and/or the appropriate governing body.
4. Meets annually with the Director of Student Activities to develop and review the Purpose Statement, budgets, schedules and policies/procedures and related handbooks.
5. Carries emergency medical forms when off building grounds and provides to Director of Student Activities the proper insurance and notification of accident forms as needed.
6. Maintains records, reports and inventories and submits reports in a timely manner.
7. Maintains the confidentiality of privileged information.
8. Informs participants, individuals, groups or teams of program performance objectives, regulations, responsibilities and required documentation.
9. Selects and prepares individuals, groups or teams for competitions/performances as needed.
10. Coordinates and implements tryouts (procedures, postings, etc.), practices and competitions or performances in conjunction with the school calendar and the Director of Student Activities.
11. Recommends students for and participates in recognition programs as needed.
12. Follows District policies for fundraisers and student activity accounts. Supervises collection of necessary fees.

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Appendix L-8 (continued)

Student-Oriented Activity - Advisor, continued

13. Organizes, maintains and supervises equipment and inventories, making recommendations for future needs.
14. Notifies Director of Student Activities of special needs or arrangements for scheduled events.
15. Provides information to utilize resources of and supports groups, as appropriate.
16. Other related duties as assigned.

Appendix L-9 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Student-Oriented Activity - Head Coach

REPORTS TO: Director of Student Activities

JOB: Plans and implements the assigned coaching responsibilities

ESSENTIAL JOB FUNCTIONS: Follows duties that are representative of performance expectations.

Head Coach: The Head Coach is directly responsible to the Director of Student Activities and the principal. Duties and responsibilities are:

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Coordinates all activities that relate to the sport.
3. Implements all rules of the Ohio High School Athletic Association.
4. Submits a roster of players to the Athletic Director ten (10) working days before the first interscholastic contest.
5. Maintains and submits an up-to-date player roster. Oversees completion of signed and returned "General Training Rules" forms, physical and parental consent cards, emergency medical authorizations, parent responsibility notices, and Fairview Athletic Department Code of Conduct forms prior to play participation.
6. Submits season practice and facilities usage schedules to the Director of Student Activities. Where more than one sport needs the same facility, coaches involved will work out a schedule with each other with or without the Director of Student Activities.
7. Follows established regulations governing purchases of equipment and supplies. Assists the Director of Student Activities in the preparation of the sports budget and operates within that budget.
8. Follows established regulations governing purchases of equipment and supplies. Assists the Director of Student Activities in the preparation of the sports budget and operates within that budget.
9. Establishes and informs players at the beginning of the season of the sport's particular training rules and consequences.
10. Provides to the Director of Student Activities a copy of the training rules, regulations and penalties.

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Appendix L-9 (continued)

Head Coach, continued

11. Distributes and collects school equipment and uniforms.
12. Holds meetings to coordinate coaching methods and program of the sport in all grade levels.
13. Plans practices and games so that a member of the coaching staff is in the building or on the field at all times.
14. Assumes responsibility for closing and locking dressing rooms, locker rooms and gym facilities after students have left.
15. Accompanies teams on buses to and from all athletic events or provides adult supervision.
16. Carries emergency medical forms at all times.
17. Provides to the Director of Student Activities the proper insurance and notification of accident forms as needed.
18. Completes the "End of Season" reports and collects reports of assistants.
19. Assists in the selection of assistants.
20. Reviews the transportation schedule developed by the Director of Student Activities.
21. Distributes and collects participation fee forms and collects same before the first contest in the sport, if applicable.
22. Completes necessary State of Ohio validation procedures annually.
23. Other related duties as assigned.

Appendix L-10 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Student Oriented Activity - Assistant Coach

REPORTS TO: Director of Student Activities

JOB OBJECTIVE: Plans and implements the assigned coaching responsibilities.

ESSENTIAL JOB FUNCTIONS: Follow duties that are representative of performance expectations.

Assistant Coach: The assistant coach is directly responsible to the head coach, Director of Student Activities, and principal. Duties and responsibilities are:

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Follows all instructions and plans of the head coach.
3. Assists the head coach with the care, inventory, and storage of all equipment before, during, and after the season.
4. Assumes all duties of the head coach in his/her absence.
5. Reports all injuries, misconduct, or other unusual situations to the head coach.
6. Attends all practices throughout the season and/or performs scouting assignments as made by the head coach.
7. Completes necessary State of Ohio validation procedures annually.
8. Follows the Ohio High School Athletic Association rules and regulations.
9. Other related duties as assigned.

Appendix L-11 – FAIRVIEW PARK SCHOOLS – JOB DESCRIPTION

TITLE: Student-Oriented Activity - Cheerleader Advisor

REPORTS TO: Director of Student Activities

JOB OBJECTIVE: Plans and implements the assigned advisory responsibilities.

ESSENTIAL JOB FUNCTIONS: Follows duties that are representative of performance expectations.

Cheerleader Advisor: The Cheerleader Advisor is directly responsible to the Director of Student Activities and principal. Duties and responsibilities are:

1. Follows Board policies/administrative procedures and supports the District mission statement.
2. Organizes and conducts tryouts. Informs Director of Student Activities of procedures and results.
3. Reviews rules and regulations governing Fairview cheerleaders and submits a copy of these rules to the Director of Student Activities.
4. Advises cheerleaders in the selection of uniforms.
5. Assists with fundraising to help defray costs.
6. Submits "End of Season" report and submits a budget to the Director of Student Activities for the following year.
7. Purchases cheerleader awards which are given at the end of the fall and winter seasons from cheerleading budget.
8. Reviews cheerleading eligibility during sport season.
9. Distributes and collects participation fee forms before the first contest in that sport is applicable.
10. Carries emergency medical forms at all times when off building grounds.
11. Completes necessary State of Ohio validation procedures.
12. Other related duties as assigned.

Appendix M – MENTORING AND THE RESIDENT EDUCATOR PROGRAM

The Parties agree to establish a Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards.

Purpose of the Resident Educator Program - The Resident Educator Program is a four year academic entry-level program for classroom teachers that includes performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education, and a formal program of support which include mentoring to foster professional growth of the Resident Educator that is congruent with the required performance-based assessment and counseling to ensure that the Resident Educators receive needed professional development. Successful completion of the Resident Educator Program is required to qualify for a 5-year professional educator license.

Required Participation in the Resident Educator Program – All teachers who meet the following requirements must participate in the Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards.

- a. Hold a valid Resident Educator License, an alternative Resident Educator License of any type, or a one-year out-of state educator license;
- b. Teach at least two classes or .25 Full Time Equivalent (FTE) in the area of licensure;
- c. Are responsible for planning and delivering standards-bases, PreK-12 curriculum to students and evaluating their progress;
- d. Work at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program; and
- e. Are assigned an ODE-certified, trained mentor by the Board.

Credit for Years of Teaching Experience – The Board has the discretion to consider credit toward the Resident Educator Program for the prior teaching experience of a teacher in accordance with the Ohio Department of Education Resident Educator Program Standards on a case-by-case basis.

The Resident Educator Program is portable from one school district to another district. The RE program coordinator must complete a “Transfer of Records Form” and provide a copy to the Resident Educator who is transferring. REs are responsible for keeping all documentation of the work they have completed with their mentors (e.g., lesson plans, collaborative logs, etc.) to take/bring with them to the other district.

Resident Educator Release Time – Resident Educators shall be provided adequate release time to attend meetings, necessary trainings, observations and other requirements.

Outline of the Four Year Resident Educator Program in accordance with the Ohio Department of Education Resident Educator Program Standards:

Requirements for supporting Resident Educators Years 1-4:						
Year 1	Year 2	Year 3		Year 4		
Assign 1:1 mentor to RE	Determine mentor model to use for REs: one-to-one, cohort, co-teaching, or a combination	Work with employer to determine if REs are ready to take the Resident Educator Summative assessment (RESA):		Identify REs who need to begin RESA/Retake deficient portions of the RESA. REs who successfully passed RESA may engage in teacher leadership activities. Year 4 REs are not required to have a mentor.		
Year 1 Formative Progress Review (FPR) with mentor and Resident Educator	Year 2 Formative Progress Review (FPR) with mentor and Resident Educator	REs taking RESA	REs not taking RESA	REs taking RESA	REs re-taking RESA	REs not taking RESA
		Work with principals to select and assign state-trained RESA facilitators	Assign state-trained mentor (one-to-one; RE cohort; co-teaching or combination)	Work with principals to select and assign state-trained RESA facilitators	Work with principals to select and assign state-trained RESA facilitators	Support Year 4 REs with choosing teacher leadership opportunities
		Ensure facilitators complete online facilitation training		Ensure facilitators complete online facilitation training	Ensure facilitators complete online facilitation training	

Mentor Qualifications – Mentors are selected by the Board based on demonstrated knowledge, experience and qualities that are consistent with the responsibilities of mentoring in accordance with the Ohio Department of Education Resident Educator Program Standards. Employees are eligible to apply to serve as mentors in the Resident Educator Program so long as they satisfy the following qualifications:

- a. Five-year Professional License or two year Provisional License that has been renewed two or more times
- b. Five years of teaching experience; and
- c. Recent classroom experience within the last five years.
- d. Complete district application process.
- e. Be selected by district/school to attend state-sponsored mentor training.
- f. Successfully complete state-sponsored mentor training.
- g. Commitment to adhere to the Ohio Department of Education Resident Educator Standards for mentors

After successful completion of state-sponsored mentor training, mentors are matched with Resident Educators (REs) and are expected to provide standards-based mentoring support.

During the four year Resident Educator Program, the mentors will be working to:

1. Lead and facilitate professional development with Resident Educators
2. Use state-designed formative assessment tools, protocols, and processes
3. Document Resident Educators’ on-going progress

Outline of the Mentor Requirements for the Resident Educator Program in accordance with the Ohio Department of Education Resident Educator Program Standards:

Requirements for supporting Resident Educators Years 1-4:				
Year 1	Year 2	Year 3		Year 4
Work 1:1 with assigned RE(s)	Work with assigned RE(s) in 1:1, cohort, co-teaching, or a combination setting	REs taking RESA	REs not taking RESA	Resident Educators are not required to have a certified mentor in Year 4 of Residency. Therefore, mentors may continue to work with Year 1, Year 2, or Year 3 REs who are not yet eligible for the RESA.
Follow Year 1 Timeline of Best Practices	Follow Year 2 Timeline of Best Practices	Mentors may be trained and serve as RESA facilitators (locally determined)	Follow Year 3 Timeline of Best Practices	
Minimum 1 hour or 1 planning period per week (locally determined)	3-4 hours per month (locally determined)		3-4 hours per month (locally determined)	
		It is possible that a mentor may never work directly with a Year 3 RE, but would continue to cycle through mentoring Year 1 and/or Year 2 REs (locally determined).		

Mentor Evaluation Process – The Mentor/Resident Educator relationship, any and all forms , assessments and feedback shall be kept separate and apart from the evaluation process in accordance with the Ohio Department of Education Resident Educator Program Standards.

Mentor Workload – Time shall be provided in the mentor’s workday to complete required duties if the mentor is a staff member. Mentors who have full class loads shall not be assigned more than one RE as a general rule.

Mentor Release Time – Mentors shall be provided adequate release time to attend meetings, necessary trainings and other requirements.

Teachers who successfully serve as mentors for the entire school year will be paid a stipend. Teachers who do not complete their commitment will not receive any portion of their stipend and will not be eligible to serve as a mentor in the future.

The Board has a right to contract out for mentors as long as they meet the requirements set forth in this agreement, the law and/or the Ohio Department of Education Resident Educator Program Standards. They will get paid the same stipend as a teacher in the district who serves as a mentor.

Appendix N - TUITION REIMBURSEMENT

Bargaining Unit members are able to receive reimbursement for eighty percent (80%) of the cost of his/her tuition, not to exceed two thousand dollars (\$2,000) per year. The total pool of money available to all FPEA members will not exceed twenty thousand dollars (\$20,000) per fiscal year.

Tuition reimbursement for eligible bargaining unit members will be on a first come, first served basis. Once the cap is met for the fiscal year, any bargaining unit members who did not receive the reimbursement for that year, will be placed at the beginning of the list for the next fiscal year's pool and his/her already completed courses will be reimbursed from the next fiscal year's budget.

How to receive Tuition Reimbursement:

Submit a coursework proposal form to the LPDC preferably prior to taking/paying for the course(s). The LPCD meets monthly on the second Monday of the month at 3:45 at the Board of Education Offices.

Once you get approval from the LPDC and you have paid for the course, send a copy of the bill showing you paid for the course to the Human Resource Department.

When the coursework is completed, order an original transcript from the accredited college.

Submit your original transcripts and the original coursework proposal approval form from LPDC to the Human Resource Department. Human Resources will make a copy of the original transcript and keep it for the personnel file and will process the purchase order for the amount of the tuition reimbursement.

Payment will be made to the bargaining unit member no later than the second pay after the above information is received by the Treasurer's Office.