COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

FAIRPORT HARBOR EDUCATION ASSOCIATION

AND THE

FAIRPORT HARBOR BOARD OF EDUCATION

July 1, 2021

THROUGH

JUNE 30, 2024

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	
1.1	Recognition and Bargaining Rights	1
1.2	Bargaining Unit Defined	1
1.3	Recognition Changes	1
1.4	Recognition Rights	1
ARTICLE 2	NEGOTIATIONS PROCEDURE	
2.1	Opening Negotiations	2
2.2	Negotiation Teams	2
2.3	Meetings	2
2.4	Guidelines for Meetings	2
2.5	Agreement	2
2.6	Disagreement	3
2.7	No Strike Clause	3
2.8	Amendments	3
ARTICLE 3	DEFINITION OF TERMS	
3.1	School Board Authority Clauses	4
3.2	Code of Ethics	4
3.3	Collective Bargaining	4
3.4	Good Faith	4
3.5	Collective Bargaining Agreement	4
3.6	Advisory Mediation	4
3.7	Impasse	4
ARTICLE 4	GRIEVANCE PROCEDURE	
4.1	Definition	5
4.2	Purpose	5
4.3	Informal Procedure	5
4.4	Formal Procedure - Step I	5
4.5	Formal Procedure - Step II	5
4.6	Formal Procedure - Step III	5
4.7	Formal Procedure - Step IV	5
4.8	General Provisions	6
4.9	Miscellaneous	7
ARTICLE 5	ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS	
5.1	Association Rights	8
5.2	Board of Education Rights	8
ARTICLE 6	EMPLOYMENT PRACTICES	
6.1	Nondiscrimination	10
6.2	Bargaining Unit Members	10
6.3	Bargaining Unit Member Rights	10
6.4	Tobacco Free Workplace	10

ARTICLE 7 ASSOCIATION DUES
7.1 Payroll Deduction 11
7.2 Transmittal of Deductions 11
7.3 Indemnification of Employer 11

ARTICLE 8 FAIR DISMISSAL
8.1 Fair Dismissal 13
8.2 Dismissal during Term of a Contract 13
8.3 Procedure for Non-Renewal 13
8.5 Evaluation Requirements 13
8.6 Teacher Rights 13
8.7 No Reprisals 14

ARTICLE 9 CONTRACTS (SCHOOL SUPPORT PERSONNEL) 15
9.1 The Contractual Status of Employees

ARTICLE 10 PERSONNEL FILES
10.1 Official Personnel Files 16
10.2 Official Records 16
10.3 Additions to File and Copies 16

ARTICLE 11 TRANSFERS AND ASSIGNMENT
11.1 Teacher Transfer 17
11.2 Involuntary Transfers 17
11.3 Voluntary Transfers 17
11.4 Seniority 17
11.5 Change in Classroom/Work Area 17

ARTICLE 12 WORKING CONDITIONS (SCHOOL SUPPORT PERSONNEL)
12.1 Workday 18
12.2 Work Year 18
12.3 Overtime Payment 18
12.4 Vacation 18
12.5 19
12.6 Calamity Days 19
12.7 Paid Holidays 19
12.8 Discipline 20
12.9 20

ARTICLE 13 REDUCTION IN FORCE (RIF) (CERTIFICATED STAFF)
13.1 Reduction in Force Procedures 21

ARTICLE 14 REDUCTION IN FORCE (RIF) (SCHOOL SUPPORT PERSONNEL)
14.1 Reduction in Force Procedures 23

ARTICLE 15 ABSENCES AND LEAVES
15.1 Sick Leave 25
15.2 Professional Leave 26
15.3 Parental Leave 27

15.4 Sabbatical Leave 27
15.5 Personal Leave 28
15.6 Jury Duty Leave 28
15.7 Assault Leave 28
15.8 Association Leave 29
15.9 Family and Medical Leave 29

ARTICLE 16 TEACHER'S DAYS AND HOURS
16.1 Teacher's Day 30
16.2 Teachers' Lunch 30
16.3 Preparation Time 31
16.4 Teachers Who Travel Between Buildings 31
16.5 Teachers Leaving the Building 31
16.6 Teacher's Year 31
16.7 Parent Teacher Conferences 31
16.8 After School Events 31

ARTICLE 17 TEACHERS' LOAD AND ASSIGNMENT
17.1 Class Size 32
17.2 Classroom Assignment 32
17.3 Notice of Classroom Assignment 32
17.4 Summer School and Adult Education Assignments 32
17.5 Teacher Assignment and Responsibilities 32
17.7 Half-Time or Part-Time Teachers 33
17.8 Planning/Conference Period Substitutes 33
17.9 Long-Term Substitute 33
17.10 Entry Year Program 34
17.11 Independent Study 38

ARTICLE 18 SCHOOL CALENDAR
18.1 Teacher Input 39
18.2 NEOEA Day 39

ARTICLE 19 SENIORITY 40

ARTICLE 20 JOB POSTING 41
20.1 Bargaining Unit Vacancy 41
20.2 Bargaining Unit Posting of Vacancy(ies) 41
20.3 Filling of a Vacancy 41

ARTICLE 21 TEACHER ASSISTANCE PROGRAM
21.1 General Philosophy 42
21.2 Philosophy of Observation and Formal Evaluation 42
21.3 General Characteristics of Evaluation 42
21.4 Administration of the Evaluation Program 43
21.5 Principles for Administration 43
21.6 Evaluations for Non-Tenured Teachers 43
21.7 Evaluations for Tenured Teachers 44
21.8 Observation and Evaluation Guidelines 44

21.9 Use of Observation and Evaluation Forms (Attachment L)....44
21.10 The Purpose of the Evaluation Process 44

ARTICLE 22 SALARIED ITEMS (CERTIFICATED STAFF)
22.1 Salary 46
22.2 Salary Schedule Application....46
22.3 Extracurricular Pay 47
22.4 Schedule of Pay Dates....47
22.5 Payroll Deductions....48
22.6 Severance Pay 48
22.7 Mileage....48
22.8 Tuition Reimbursement 49
22.9 STRS Pickup 49
22.10 Overload Pay....49
22.11 Early Retirement Incentive 49
22.12 Pay for Extra Duties, Curriculum Development, and Tutoring 49
22.13 Pay for Planning/Conference Period Substitute 50

ARTICLE 23 SALARIED ITEMS (SCHOOL SUPPORT PERSONNEL)
23.1 Salary 51
23.2 Salary Schedule Application....51
23.3 Extracurricular Pay 51
23.4 Pay for Second Shift....51
23.5 Alarm Days....51
23.6 Longevity....51
23.7 Schedule of Pay Dates....52
23.8 Tuition Reimbursement 52
23.9 Payroll Deductions....52
23.10 Severance Pay 52
23.11 Early Retirement Incentive 53
23.12 Mileage....53
23.13 SERS Pickup....53
23.14 Clothing Allowance....53
23.15 Nurse Salary....53

ARTICLE 24 INSURANCE BENEFITS
24.1 Medical Insurance 55
24.2 Prescription Drug Insurance....57
24.3 Medical Insurance Waiver 58
24.4 Dental Insurance 58
24.5 Vision Insurance....59
24.6 Term Life Insurance....59

ARTICLE 25 BARGAINING UNIT WORK 60

ARTICLE 26 EDUCATIONAL AIDES 60

ARTICLE 27 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)
27.6 Appeals Process....61

ARTICLE 28 FORM, EFFECT, AND DURATION 63

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ATTACHMENT A-1 SALARY SCHEDULE, CERTIFIED 2021-2022 64

ATTACHMENT A-2 SALARY SCHEDULE, CERTIFIED 2022-2023 65

ATTACHMENT A-3 SALARY SCHEDULE, CERTIFIED 2023-2024 66

ATTACHMENT A-4 SALARY SCHEDULE, SCHOOL SUPPORT PERSONNEL 2021-2022 67

ATTACHMENT A-5 SALARY SCHEDULE, SCHOOL SUPPORT PERSONNEL 2022-2023 68

ATTACHMENT A-6 SALARY SCHEDULE, SCHOOL SUPPORT PERSONNEL 2023-2024 69

ATTACHMENT B SUPPLEMENTAL SALARY SCHEDULE Base for 2021-2023 70

ATTACHMENT B-1 SUPPLEMENTAL SALARY SCHEDULE Base for 2023-2024 72

ATTACHMENT C SUPPLEMENTAL SALARY SCHEDULE Calculation 74

ATTACHMENT D PERSONAL LEAVE REQUEST 76

ATTACHMENT E REQUEST FOR PERSONNEL LEAVE 77

ATTACHMENT F REQUEST FOR VOLUNTARY PROFESSIONAL LEAVE 78

ATTACHMENT G FHEA GRIEVANCE FORM 79

ATTACHMENT H HEALTH INSURANCE DESCRIPTION AND BENEFIT COMPARISON 83

ATTACHMENT I COMPLETION OF SUPPLEMENTAL CONTRACT AND REQUEST FOR PAYMENT 87

ATTACHMENT J EMPLOYEE ADDITIONAL PAY FORM 88

ATTACHMENT K ASSAULT LEAVE FORM--CERTIFIED/LICENSED STAFF 89

ATTACHMENT L TEACHER OBSERVATION AND EVALUATION MODEL 90

HEALTH CARE PLANS 137

MOU'S

Custodian I/II 165
Teacher Evaluation Language 166

ARTICLE 1 – RECOGNITION

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

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

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

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

ARTICLE 2 – NEGOTIATIONS PROCEDURE

2.1 **OPENING NEGOTIATIONS** - Negotiations between the Fairport Harbor Education Association and the Board of Education will begin within ten (10) days of the request of either party but no later than sixty (60) days prior to the expiration of the Contract and no sooner than one hundred fifty (150) days. A copy of the request shall be submitted to SERB.

2.2 **NEGOTIATION TEAMS** - Representation at negotiation meetings shall be limited to a team of designated representatives of the Board and a team of designated representatives of the FHEA. Neither party in any negotiations shall have any control over the selection of negotiation team representatives of the other party.

2.3 **MEETINGS** - At the first meeting both the Association's and the Board's representatives shall mutually exchange all proposals to be considered during negotiations, and no new items can be submitted by either side unless by mutual agreement. Subsequent meetings between the negotiations teams of the FHEA and the Board of Education will be scheduled at mutually satisfactory times.

2.4 **GUIDELINES FOR MEETINGS** - Relevant data, supporting information, proposals, and counterproposals will be presented. Each, in good faith, listens to the views of the other. Both sides agree to provide the other party with relevant data and supporting information within a reasonable time.

A. Consultants may be used if deemed advisable by either party at the requesting party's expense.

B. Interim reports of progress may be made to the FHEA by its representatives and made to the Board of Education by the Superintendent in executive session. Joint press releases and reports to both constituencies may be made by mutual agreement.

C. All counterproposals will be in writing.

2.5 **AGREEMENT** - When the bargaining teams reach tentative agreement on each issue, the tentative agreement will be reduced to writing. When tentative agreement is reached on all issues, the entire agreement will be signed by the team and submitted for ratification. The Association spokesperson and/or President shall recommend the tentative agreement as a total contract package to the membership of the FHEA or ratification. The Board spokesperson and/or President shall recommend the tentative agreement as a total contract package to the Board of Education for ratification.

A. The complete tentative agreement shall be submitted for ratification by the parties within seven (7) days of tentative agreement. If the tentative agreement, in its entirety, is not rejected by either the bargaining unit or the Board within seven (7) days from its submission--a maximum of fourteen (14) days from tentative agreement--the agreement shall be deemed ratified and submitted by the Board to SERB.

B. Acceptance of this Agreement shall be affected by resolution of the Board of Education and by the FHEA. It shall then become a part of the official minutes of the Board and

shall be signed by the President of the Board of Education and the Fairport Harbor Education Association and executed.

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

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

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

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

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

ARTICLE 3 – DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

ARTICLE 4 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

4.7 **FORMAL PROCEDURE - STEP IV** - If the grievance is not determined at Step III, the Association may appeal the grievance to arbitration by giving written notice to the Superintendent or his designee within thirty (30) days of the Board's decision and by filing a request for arbitration with the American Arbitration Association (AAA). The arbitration procedures shall be in accordance with AAA's voluntary rules and procedures. The decision of the arbitrator shall be final and binding on all parties of interest. The fees and expenses of the arbitrator shall be paid by the losing party except where the arbitrator divides the expenses differently. The arbitrator shall not have authority to subtract from, add to, or alter the terms of this contract.

4.8 **GENERAL PROVISIONS**

A. A grievance shall be reduced to writing and include:

1. The alleged violation, including the specific sections of the Agreement allegedly violated, misinterpreted, or misapplied;

2. Relief sought;

3. Date the grievance was filed.

B. Association representation may be used by any party involved in the grievance procedure at any level.

C. Time limits indicated at each step shall be considered the maximum, unless otherwise extended by mutual written agreement of the parties involved.

D. If the grievant does not present a grievance within twenty (20) days of the discovery of the act or conditions on which the grievance is based, the grievance shall be considered waived. However, this waiver by the grievant is not considered precedent to a future grievance.

E. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been withdrawn.

F. Failure of the administration to respond within the time limits stated shall automatically proceed to the next level.

G. A grievance may be initiated at Step II when the Superintendent determines that the subject of the grievance is not within the realm of the responsibility or control of a building principal.

H. Resolution of a grievance at any level shall only apply to the stated grievance unless the resolution is applicable to other issues.

I. Nothing contained in this procedure shall be construed as limiting the rights of the Association and/or staff members who have a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

J. Nothing contained in this procedure shall be construed as limiting the rights of the Association and/or staff members from exercising their legal rights in resolving a complaint or problem which does not involve a "grievance."

K. No reprisal shall be made against any party involved in the use of this grievance procedure or when exercising his/her rights under provisions of this Agreement.

L. When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of that time period shall be the day immediately following the day of the event which causes the time period to begin.

4.9 **MISCELLANEOUS**

A. A grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance, which is withdrawn, may not be reopened.

B. Forms for processing grievances shall be made available through designated officials of the Association.

C. Copies of all grievances and responses in writing shall be given to the Association President. Grievances shall be confidential to the grievant, administration, Board of Education, and grievance committee of the Association, subject to Ohio Revised Code 149.43.

D. In the event the normal time limits might extend the grievance process into a new school year or if the parties mutually agree, it shall be submitted to expedited arbitration according to the AAA rules.

E. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

ARTICLE 5 – ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS

5.1 ASSOCIATION RIGHTS

A. The FHEA and representatives shall have the right to use school buildings for meetings.

B. Duly authorized representatives of the FHEA shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instructional programs in keeping with provisions of Building Policy and the Ohio Revised Code.

C. The Board shall provide a teacher and school support bulletin board in each school building. The FHEA has the right to post notices of its activities and matters of Association concern on such bulletin boards.

D. The FHEA may use the internal mail system of the school and place Association communications in the mailboxes provided each teacher in the system.

5.2 BOARD OF EDUCATION RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, except as provided below, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing all of the rights identified in O.R.C. 4117.08. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by:

1. The terms of this Contract, and

2. The Ohio and Federal statutory rights of the employee and employer, and

3. The Constitutional rights of the employee and employer, and

4. Application of these rights as they are necessary to meet the Board's responsibilities without abuse of authority or abuse of discretion.

C. And then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the mandatory rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 **NONDISCRIMINATION** - The provisions of Board policies and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, disability, and any other protected class status under state or federal law or Association involvement.

6.2 **BARGAINING UNIT MEMBERS** - All bargaining unit members shall be guaranteed to receive no less than the highest benefits or work under no less than the best conditions as established by previous negotiations, policy regulations, or practice.

6.3 **BARGAINING UNIT MEMBER RIGHTS**

A. Contracts are to be finalized before activities or year begins.

B. A Board Policy Manual will be made available to all staff online. When the Board revises any such policy, bargaining unit members will be notified via email.

C. Provided funds are available, budgets will be provided by the building principal to each teacher by May 15th and teachers will submit their purchase orders to the building principal by June 1st for classroom supplies and materials.

6.4 **TOBACCO-FREE WORK PLACE**

A. All Fairport Harbor Exempted Village School District employees shall abide by the tobacco-free campus policy adopted by the Board.

ARTICLE 7 – ASSOCIATION DUES

7.1 **PAYROLL DEDUCTION** - The Board shall provide at no charge payroll deduction of Association (FHEA/OEA/NEA) dues and FCPE contributions.

On or before October 1 of each year, the Association shall provide the Board Treasurer with a list of names of unit members who are to pay dues, along with the annual amount to be deducted for that year, if changed from the previous year. Deductions of dues shall be made in eighteen (18) equal installments beginning with the first pay in October.

7.2 **TRANSMITTAL OF DEDUCTIONS** - All dues shall be submitted to the Association Treasurer within five (5) days of payroll dates. The Employer agrees to accompany each fee transmittal with a list of the names of the bargaining unit members for who all such deductions were made, and the amounts deducted for each member.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association [President/Treasurer/Membership Chair] and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any individual who wishes to cancel their membership must notify the Association [Treasurer/President/Membership Chair] and District Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

7.3 **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Employer shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the Employer;

C. The Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

D. The Employer acted in good faith compliance with the provision of this Contract; however, there shall be no indemnification of the Employee if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies any provision herein.

ARTICLE 8 – FAIR DISMISSAL

8.1 **FAIR DISMISSAL** - The Board may non-renew a limited contract teacher or dismiss a teacher during the term of their contract only after fair practices and due process have been followed.

8.2 **DISMISSAL DURING TERM OF A CONTRACT** - The procedure for fair dismissal during the term of a contract shall follow the procedures set forth in Section 3319.16 and 3319.161 O.R.C.

8.3 **PROCEDURE FOR NON-RENEWAL** - The procedure for fair dismissal of a non-renewal shall follow the procedures set forth in Section 3319.11 and 3319.111 of the O.R.C.

8.4 Teachers not eligible for a continuing contract unless terminated will receive a one-year contract unless the Board of Education on the recommendation of the Superintendent determines to issue a limited contract for a two-year or three-year time period.

8.5 **EVALUATION REQUIREMENTS** - Prior to the Board's serving written notice to non-renew a limited teaching contract (on or before June 1) a minimum of three (3) formal observations must have been completed by an administrator.

A. The first formal observation must be a video not to be included as part of the teacher's personnel file that is to be completed on or before October 31st with a written report to the teacher no later than November 14th.

B. The second formal observation must be completed on or before February 15th with a written report to the teacher no later than February 28th.

C. The third formal observation the teacher chooses whether the administrator will come into the classroom or a video not to be included as part of the teacher's personnel file that is to be completed on or before April 15th with a written report to the teacher no later than April 30th.

D. The written, summative evaluation must be completed and a conference held with the teacher no later than April 30th.

1. There must be at least three (3), thirty to ninety (30-90) minute observations for the summative evaluation.

2. The written report of the results of the evaluation must include recommendation for improvement and how the teacher may obtain assistance.

8.6 **TEACHER RIGHTS** - A teacher who receives written notice of the Board's intention to non-renew has the right to:

A. Request a written statement which describes the circumstances leading to the decision to non-renew;

B. Request a hearing with the Board;

C. An appeal to the Court of Common Pleas;

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

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

ARTICLE 9 – CONTRACTS (SCHOOL SUPPORT PERSONNEL)

9.1 **THE CONTRACTUAL STATUS OF EMPLOYEES** in the bargaining unit shall be in compliance with the provisions of Sections 3319.081 and 3319.083 (O.R.C.) except for newly hired employees as stated below once the probationary period has been successfully completed.

A. Newly hired employees shall be on probationary status for the ninety (90) working days of their employment. During this probationary period, the Board may suspend, lay-off, or discharge with or without cause with no obligation to reinstate during the probationary period. However, if laid off and rehired within six (6) months of the lay-off date, said employees will be credited with the time previously worked toward the completion of his/her probationary period.

B. After completion of the probationary status, the employee shall be granted a written contract for a period of not more than one (1) year.

C. After completion of the one-year contract, the employee will receive a two-year employment contract. If the employee is renewed following this initial two-year contract, the employee will be eligible for up to two (2) additional two-year contracts. Upon the expiration of the third two-year contract, if the contract of the employee is renewed, the employee shall receive a continuing contract. (O.R.C. 3319.081).

D. The annual salary notice shall clearly specify the annual salary or hourly rate of the employee in compliance with the negotiated salary schedule.

E. **SHORT-TERM SUBSTITUTES** - Employees who are hired for the purpose of filling in on a short-term basis when school support personnel are absent due to sick leave or other board-approved leaves shall be called short-term substitutes.

F. **LONG-TERM SUBSTITUTES** - Employees who are hired for the purpose of filling long-term leaves of absence for school support personnel may be paid at the short-term substitute rate for up to sixty days. Beginning with the 61st day of employment in the same job classification, the employee shall have all the rights and benefits including placement on the school support personnel salary schedule and fringe benefits in this collective bargaining agreement. The long-term substitute shall also be eligible for dues deduction if they join FHEA**.** If an employee is rehired for a second year and had completed 120 days of substitute service in the previous year, the employee shall be hired as a regular employee with full credit for the year of experience and seniority.

ARTICLE 10 – PERSONNEL FILES

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

A. Application for employment, including references;

B. Copy of latest contract, properly signed;

C. Ohio teaching certificate;

D. College transcripts;

E. Written statements regarding conferences, together with any written replies thereto;

F. Performance record to include the principals' appraisal of work and growth according to the formal evaluation procedure;

G. Signed letters of complaints may also be included after notification to the bargaining unit member and a conference held. If the bargaining unit member requests, the bargaining unit member's statement regarding the complaint shall also be included.

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

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

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

ARTICLE 11 – TRANSFERS AND ASSIGNMENT

11.1 **TEACHER TRANSFER** - The Fairport Harbor Board of Education recognizes that from time to time it may be in the best interest for the educational program to transfer members of the bargaining unit from one assignment to another or from one location to another.

11.2 **INVOLUNTARY TRANSFERS** - The Board hereby authorizes the Superintendent to provide necessary reassignment of members of the bargaining unit. Such transfers shall be made with the consultation by the Superintendent, principals, FHEA representative and members of the bargaining unit directly involved, at which time the members will be given written reason(s) for the transfer. Involuntary transfers shall be made according to seniority unless they conflict with the instructional requirements and best interest of the school, and only after volunteers have been sought. If a member believes he or she has been dealt with in an arbitrary, unreasonable, or unnecessary manner, he or she may follow the established grievance procedure. No involuntary transfers of teachers shall occur within the time period beginning two weeks prior to, and continuing through, the school year except in case of emergency.

11.3 **VOLUNTARY TRANSFERS** - Voluntary transfers shall be initiated by members of the bargaining unit. Requests for voluntary transfers shall be in writing and filed within ten (10) days of the posting of vacancies. Vacancies shall be posted by each building principal as soon as they are officially notified of the impending vacancies. The requesting party shall receive within five (5) days a response to his requested transfer. Such response shall be dated and shall state that the transfer is approved and when it will be effective; or shall be a postponement of the request until a future date with reason(s). If a voluntary transfer is denied, the affected member shall be given written reasons for the denial. If the member believe he or she has been dealt with in an arbitrary, unreasonable, or capricious manner, he or she may file a grievance.

11.4 **SENIORITY** - All transfers, both voluntary and involuntary, shall be made by seniority preference unless they conflict with the requirements and best interests of the school district provided however that no bargaining unit member may be assigned to or transferred to a position if he/she does not hold a valid certificate or is not qualified for the position.

11.5 **CHANGE IN CLASSROOM/WORK AREA** – Members who are required to move to another classroom (work area) shall be compensated at the rate of one-hundred fifty dollars ($150). This does not include members who travel to different classrooms during their daily duties or members who cooperatively want to switch classrooms when not required. Members who are required to move to another building shall be compensated at the rate of two-hundred fifty dollars ($250). This payment does not include moving into new building(s). Once new district building(s) are complete and ready for occupancy, the FHEA President and Superintendent shall meet to negotiate the terms and conditions of the staff moving into new building(s).

ARTICLE 12 – WORKING CONDITIONS (SCHOOL SUPPORT PERSONNEL)

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

12.2 The work year shall be:

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

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

A. Work in excess of forty (40) hours in a normal workweek, as defined herein, shall be paid at one and one-half (1-1/2) times the employee's hourly rate.

B. Work on Board of Education approved Sunday, holidays, shall be paid at two (2) times the employee's hourly rate.

C. Overtime payment requests that are turned in for credit by noon on Monday shall be included in the next paycheck.

D. Employees who are directed in writing to work at home before or after their normal working hours shall submit timesheets for overtime payment.

12.4 **VACATION**

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

Years of Employment/Vacation Time

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

**** Such time is accrued from the prior year of service**

B. **UTILIZATION** - Employees may utilize vacation at any time during the calendar year. When operational needs necessitate, the Superintendent may limit the number of employees on vacation at a given time. In those situations when the number must be limited, seniority will be the sole factor in determining the granting of vacation. Vacation days shall accrue on a monthly basis beginning with the first month of employment and thereafter every July 1. Vacation days may not be used during the ten (10) workdays

prior to the start of the student school year or the ten (10) workdays prior to the close of the student school year.

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

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

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

12.7 **PAID HOLIDAYS**

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

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

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

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

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

New Year’s Day
Martin Luther King Day

Presidents' Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

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

12.8 **DISCIPLINE**

A. Any discipline administered to an employee shall be for just cause.

B. Prior to administering discipline, employees shall have the right to a meeting with the superintendent or his/her designee to discuss the reason(s) for the intended action. The employee may have an association representative present and shall have an opportunity to respond to the charge(s).

C. An employee may be disciplined for the following grounds:

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

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

D. The principles of progressive discipline shall be followed.

E. The discipline shall be commensurate with the offense.

F. Types of discipline may include a verbal warning, a written warning placed in the employee's personnel file, or suspension of duties with or without pay.

1. Verbal warning must be in the presence of an association representative and then recorded in the administration file (not employee personnel file).

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

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

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

13.1 REDUCTION IN FORCE PROCEDURES

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

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

C. **Reduction Process:**

1. Reductions not achieved through attrition will be made by the Board first determining what positions or educational areas will be reduced and then by determining which individuals will be affected. The Board shall, within each teaching field affected, give preference to teachers with continuing contracts and to those with greater continuous seniority. Within each teaching field affected, reductions shall be made first of limited contract personnel and then of continuous contract personnel. Reductions shall occur in reverse seniority order. In each teaching area system-wide, continuous seniority shall be given preference.

2. If a teacher has more than one area of certification/licensure and would be reduced from his/her current position as part of a reduction in force, s/he will have the right to bump the least senior employee in another area for which s/he possesses the certification/licensure required by that position.

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

E. **Recall:**
Each teacher so laid off shall be placed on a rehiring list determined by continuous seniority and certification requirements for a period of three (3) employment years (September 1 – August 31) plus the remainder of the employment year in which he/she was laid off. The employee shall be called in reverse order of reduction for any position that becomes available for which one is fully qualified before any permanent teacher (full-time, part-time, or substitute) is hired. A teacher on this list who refused a full-time assignment for which he/she is fully qualified shall waive all future recall rights. All layoffs shall be by suspension of contract and shall occur in May of each school year or, if necessary, later in the summer.

F. **Seniority:**

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

1. The date of the Board meeting at which the teacher was hired, and then by

2. Application date.

3. Flip of a coin by Association President.

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

G. **Deficit Projections Process:**

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

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

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

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

14.1 When the Board of Education determines that a reduction of personnel or hours becomes necessary, the following procedure shall govern.

A. The affected employee(s) shall be given at least sixty (60) days prior notice of a reduction of force or hours. At least ten (10) calendar days prior to the Board's action on a proposed reduction in force, the Superintendent shall meet with a FHEA representative to review the proposed reduction in force.

B. Employees in the affected classification will be reduced on the basis of seniority.

C. Employees so reduced will have the right to "bump" the least senior employee in any other lower or equal paid classification if he/she is qualified to perform the full scope of the classification requirements.

D. The rate of pay shall be determined by the negotiated salary schedule.

E. When an employee "bumps" another employee the rate of pay shall be determined by placing them in the new classification at the step closest to the amount of money that they were making in the previous classification without taking a loss of pay unless the new classification's highest rate is less than what the employee is currently making.

F. To exercise his/her bumping rights, an employee shall notify the superintendent or his/her designee, in writing, within ten (10) working days after notification of the reduction by the Board.

G. Employees shall be recalled from layoff in reverse order of layoff provided the employees are qualified to perform the full scope of the classification requirements. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Board's records. The recall notice shall state the time, place, and date at which the employee is to report back to work. The employee shall be given at least five (5) days, exclusive of Saturdays, Sundays, and holidays, from the delivery date or attempted delivery date of the notice to report to work. Failure to report within the required time shall result in the employee forfeiting the job.

H. An employee's name shall remain on the recall list for a period of thirty-six (36) months. If offer of recall is refused, the employee's name shall be eliminated from the recall list, however, a full time employee who is laid off has the option of returning to a part time vacancy, or a position with a lower pay scale or remaining on the recall list.

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

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

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

ARTICLE 15 – ABSENCES AND LEAVES

15.1 **SICK LEAVE** - Each bargaining unit member of the Board of Education shall be entitled for each completed month of service to sick leave of one and one-fourth (1-1/4) days with pay.

A. The unused portion of sick leave is subject to unlimited accumulation.

B. Each member of the bargaining unit shall be credited with one and one-quarter (1-1/4) days of sick leave per month and their total accumulation shall be reported on the last pay date of each month.

C. In addition, new members of the bargaining unit and any member of the bargaining unit who exhausts their sick leave during the course of the school year, shall be advanced the number of sick leave days that they will accumulate during the remaining part of the school year. In no case shall this be more than fifteen (15) days. Should the bargaining unit member resign prior to earning the forwarded sick days, the days not used must be returned to the District.

D. A bargaining unit member who is absent because of illness and whose position has not been terminated, as provided by law, is still in service of this district, and accumulates sick leave credit while absent. Those members who have exhausted their sick leave balance, and allowable advanced days above will no longer accumulate sick leave credit. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

1. Personal illness
2. Pregnancy/Adoption – (See H.)
3. Injury
4. Exposure to contagious disease which could be transmitted to others, or
5. Absence due to illness, injury, or death in the employee's immediate family (O.R.C. 3319.141).

E. The immediate family is defined as spouse, children, parent, sibling, step-family, parent-in-law, child-in-law, legal partner, grandparent, grandchild, and other member of the same household.

F. Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactorily signed statement indicating that the employee was absent for just cause and shall, upon request, give the name and address of an attending physician if medical attention was required.

G. If a review of sick leave usage indicates that an employee’s use of sick leave is excessive, the District shall have the right to request a written statement from the employee’s physician.

H. Pregnancy/Adoption Leave – Sick leave may be used for the birth or adoption of the member’s or significant other’s own child. The member may use up to a period of eight (8) weeks of their accumulated sick leave following delivery or adoption of a child. Sick leave extended beyond eight (8) weeks will be granted with a written certificate from the

employee's physician confirming the necessity of said absence.

Forwarded sick leave must follow the procedures outlined in section 15.1C of this Article.

I. When an employee or a member of the employee's immediate family experiences a personal catastrophic illness or injury and the employee has exhausted their accumulated sick leave as a result, the Association President shall notify the need to the Superintendent who will establish the procedures members will use to donate an amount of their sick days to the affected member. It is understood that donated days shall count as used days under the Attendance Bonus provision of this contract and in the total annual allocation of days.

J. Attendance Bonus Plan – Bonus pay will be calculated in the following manner:

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

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

A. **REQUESTS FOR PROFESSIONAL LEAVE** - Requests for professional leave shall be made in writing to the building principal and must be accompanied by an estimated expense form.

B. **REIMBURSED EXPENSES** - When money is available, a fair amount will be allowed for expenses. Reimbursed expenses include transportation, shelter, and meals. A registration fee for a conference or meeting may be included if it does not cover membership. A statement of expenses must be submitted to the Superintendent. Such expenses shall be evaluated on the basis of reasonableness. Employees will be provided with a Professional Leave Form that designates expense limits. Receipted bills for lodging must accompany the statement of expenses.

C. **VOLUNTARY PAID PROFESSIONAL DEVELOPMENT** (Pre-Approval Required) – In the event the requested professional development occurs outside the bargaining unit member's assigned contracted school days/hours, the bargaining unit member, prior to attending any professional development, shall request extended days to their Principal for approval. The Superintendent will then forward the approved request to the Board for its approval. Members will be paid their per diem rate of pay for each extended day approved.

D. **ELECTRONIC PROFESSIONAL DEVELOPMENT** – The Principal has flexibility to

determine if such time will occur during collaborations or other times in the contracted days/hours to complete such training.

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

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

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

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

A. The Superintendent may recommend only one certificated staff member each year for this academic privilege under the following conditions:

1. A tentative request must be submitted to the Superintendent on or before March 15. A formal request must be submitted before May 1. The leave, if granted, will take effect the succeeding school year.

2. The Superintendent will consider these requests in the time order in which they are received between March 15 and May 1.

3. The letter of request shall contain the name of the college or university involved, the type of academic effort intended, and the time schedule to be observed.

4. The teacher must hold a professional certificate/license and have served in the school system seven (7) years and must guarantee return to serve the school system for a period of three (3) years following the sabbatical or forfeit the entire amount of the original subsidy.

5. Upon careful study and with the advice of the administrators involved, the Superintendent will submit at the May meeting to the Board of Education a positive

resolution relating to individual requests for a sabbatical leave. The requests must be accompanied by the necessary guarantee.

6. The teacher will be notified immediately of the action of the Board of Education.

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

15.5 **PERSONAL LEAVE**

A. Bargaining unit members may be granted four (4) days of non-cumulative personal leave per year. All four (4) days will be unrestricted. Written request for personal leave shall be made through the building principal to the superintendent at least one (1) week in advance of the anticipated absence, except in emergency.

B. For the purpose of personal leave utilization, the year shall be defined as July 1 through June 30.

C. Each unused personal leave day shall be automatically converted to one (1) sick day and added to the bargaining unit member's accumulated sick leave. A form will be provided to each bargaining unit member who may fill it out to expedite the process. The bargaining unit member will be notified in writing of the conversion on or before July 31 each year and shall be provided with their total accumulation of sick leave.

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

15.7 **ASSAULT LEAVE** - The Board of Education will provide up to ten (10) days, at the discretion of the Superintendent, assault leave, wherein a bargaining unit member who is absent due to disability resulting from a physical assault which occurred during the course of employment with the Board of Education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event. The Board will maintain the bargaining unit member on a full-pay status during the period of such absence under the following provisions:

A. The bargaining unit member who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education (Attachment H) to justify the use of assault leave.

B. A certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.

C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code or leave granted under

regulations adopted by the Board of Education pursuant to Section 3319.08 of the Revised Code.

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

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

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

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

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

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

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

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

ARTICLE 16 – TEACHER'S DAY AND HOURS

16.1 **TEACHER'S DAY** – All teachers' scheduled work days shall be no longer than seven (7) hours and thirty-five (35) minutes. No teacher's scheduled work day shall begin before 7:30 a.m. or end after 3:05 p.m. These minutes may include the following:

Passing time
Instruction classes
Supervision assignments
Administrative assignments
Homeroom
Lunch
Planning/conference time
Travel time
Collaborative time

Each teacher will be granted one (1) forty (40) minute planning period and one forty (40) minute lunch.

Each teacher will be assigned the annual equivalent of six (6) Carnegie units of instruction in their core instructional area and any combination of two (2) forty (40) minute periods of duty or study hall, in the event that a member is scheduled a teaching assignment within their area of licensure that is in addition to the six (6) Carnegie units that member shall receive overload payment.

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

One hundred twenty (120) hours of instruction are required to grant a Carnegie unit of credit. This can occur in any number of minutes per day.

Collaboration Time - The principal shall be afforded the flexibility to use this time for a variety of staff development methodologies, teacher input will be considered. When scheduling collaboration time, the schedule shall continue daily and be at the same time in the building(s). At least two (2) of these meetings will be comprised of small groups of teachers working interdependently on improving student achievement.

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

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

16.2 **TEACHERS' LUNCH** - All teachers shall have an uninterrupted daily, duty-free lunch period of no less than forty (40) minutes.

16.3 **PREPARATION TIME** – All teachers shall have an uninterrupted daily, duty-free preparation time of no less than forty (40) minutes.

16.4 **TEACHERS WHO TRAVEL BETWEEN BUILDINGS** - Teachers who travel shall have sufficient time (fifteen (15) minutes per trip between buildings) provided in addition to the teacher's already provided lunch and planning time.

16.5 **TEACHERS LEAVING THE BUILDING** - Teachers are free to leave the building during their lunch and/or preparation time. Teachers may leave the building during their preparation time after notifying the office.

16.6 **TEACHERS' YEAR** - The teachers' year shall consist of one hundred eighty-four (184) days of service as prescribed in the official calendar adopted by the Board of Education, which shall not include more than one hundred eighty (180) student contact days. Four (4) days shall be for in-service/preparation time which shall be the first and last day of school and one day at the end of the first semester and an Election Day professional development. Days when schools are closed for students because of a calamity shall be deducted from the hundred eighty-four (184) required teacher days provided there are no less than one hundred seventy-five (175) student contact days. Calamity days in excess of the state law will be made up beginning with the last teacher day.

16.7 **PARENT TEACHER CONFERENCES** – Parent teacher conferences shall take place on two (2) non-consecutive days, being scheduled in the fall 5:00 p.m. to 8:00 p.m. the first night and 4:00 p.m. to 7:00 p.m. the second night and no longer than three (3) hours each. The fall parent-teacher conferences shall not be scheduled prior to completion of ¼ of the course for the year/credit, but shall be scheduled prior to the start of the final ¼ of the course for the year/credit. Parent teacher conferences shall take place on two (2) non-consecutive days, each being scheduled in the spring between the hours of 3:00 p.m. and 7:00 p.m. and no longer than three (3) hours each. The spring parent-teacher conferences shall not be scheduled prior to completion of ¼ of the course for the year/credit, but shall be scheduled prior to the start of the final ¼ of the course for the year/credit. In the event that an open house is scheduled, there shall be only one (1) spring parent teacher conference scheduled from 3:30 p.m. to 6:30 p.m.

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

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

ARTICLE 17 – TEACHERS' LOAD AND ASSIGNMENT

17.1 **CLASS SIZE** -The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class/grade sizes set forth below shall be established for the maximum number of pupils per teacher.

Kindergarten- grade 2: Not to exceed twenty-five (25).

Grades 3 - 5: Not to exceed twenty-seven (27).

High School (grades 6 - 12): Not to exceed thirty (30).

If the limits are exceeded, the teacher will be paid in the following manner:

Teachers kindergarten through grade 5 shall be compensated three hundred and fifty dollars ($350) per student based upon the average number of students over the above limits. The average will be determined by adding the number of students who receive end of grading period (quarter or trimester) grades and dividing that number by the number of grading periods (quarter or trimester) to constitute a complete course. Fractional numbers will be rounded to the next highest whole number.

Teachers in grades 6-12 shall be compensated one hundred dollars ($100) per semester, per block, per student based upon the average number of students over the above limit, the average will be determined by adding the number of students who receive end of quarter grades for each block and dividing that number by 2. Fractional numbers will be rounded to the next highest whole number.

17.2 **CLASSROOM ASSIGNMENT** - Realizing that the number of classroom assignments has a significant relationship to the quality of education, the Board of Education will make every effort to provide a suitable number of preparations and classes for each teacher. However, the number of preparations and classes and may vary from department to department and from building to building. Principals will attempt to balance student to teacher ratios across grade levels.

17.3 **NOTICE OF CLASSROOM ASSIGNMENT** - All teachers shall be given written notice of their instructional assignments, made by the Superintendent, for the forthcoming year not later than two (2) weeks prior to the school year or term affected. The Superintendent or designee will notify teachers at that time if their instructional assignment includes an additional Carnegie unit of core instruction in their licensed area as described in Article 16.1.

17.4 **SUMMER SCHOOL AND ADULT EDUCATION ASSIGNMENTS** - Any assignments in adult education or summer school shall not be obligatory but shall be with the consent of the teacher.

17.5 **TEACHER ASSIGNMENT AND RESPONSIBILITIES** - All teachers assigned to a building are directly responsible to the principal of that building. All teachers are subject to homeroom and/or classroom assignments and when so assigned shall handle all details of record, attendance, supervision and other matters related to the assignment. Teachers not assigned to homerooms or classrooms may instead be assigned to the appropriate responsibilities except during their preparation time. Teachers have a reasonable responsibility for all school property and equipment. Teachers shall complete all necessary school reports and records. Teachers shall participate in all appropriate parent-teacher conferences. Teachers have a reasonable

responsibility for the supervision of students in all areas of the school buildings or the school property day or night, if present, and will be assisted in all proper, reasonable, and legal means to secure these ends. If teachers are directed to make phone calls to a student's home/parent, the Board will provide a private and confidential area with a phone. Teachers will not be required to make phone calls after their contractual day or on their own cell phones.

17.6 All special education teachers shall be provided with the equivalent of two (2) release days to work on IEP responsibilities. This release time must be approved in advance by the administration.

17.7 **HALF-TIME OR PART-TIME TEACHERS** - School district employees may be hired as full-time, one-half time, or part-time personnel, including single course special instructors. The employment of part-time personnel may not negatively affect regular or half-time teachers.

HALF-TIME teachers shall only be assigned one-half of the student contact time of the full-time teacher and shall have proportionate non-duty time such as collaboration, lunch and planning time. The half-time employee's time shall be continuous.

PART-TIME TEACHERS - Part-time personnel will be limited to no more than an average of ten (10) hours of instruction per week. Part-time teachers may be single course special instructors. Up to two (2) part-time teachers in non-core subjects may be hired not to exceed fifteen (15) hours of instruction per week.

17.8 **PLANNING/CONFERENCE PERIOD SUBSTITUTES**

A. Fully certificated substitutes will be employed for absent bargaining unit members. When this is not possible, the building principal may assign a staff member to substitute teaching duties during the staff member's regular assigned planning time--which includes time when an elementary specialist is scheduled to be present. Volunteers will be sought first. Teachers will be paid per §22.13 of this Agreement per 40 minutes of substitute teaching duties.

B. If it is not possible to hire a substitute and no teacher volunteers to give up his/her planning period, students may be placed in existing study halls with no additional compensation unless at least seven (7) or more students are added and that the resulting study hall enrollment exceeds twenty (20) students for that period. If the latter is true, then the study hall teacher shall be paid per §22.13 of this Agreement per study hall period. Absent teacher's students will not be placed in another teacher's class.

If a teacher volunteers to give up his/her planning period, that teacher shall be paid per §22.13 of this Agreement per period.

Students may be divided between other classes, preferably in that grade level, or assigned to a teacher(s) volunteering to accept them. Teachers receiving another teacher's student(s) for the entire day shall be paid seventy-five-hundred dollars ($75.00) per day.

RESTRICTION - There will be no compensation paid for a cooperative arrangement between two (2) teachers to fill in for each other. Teachers who are being filled in for with a cooperative arrangement for a time period not to exceed forty (40) minutes will not be docked sick or personal leave.

17.9 **LONG-TERM SUBSTITUTE** - A "substitute" may be hired for the replacement of an absent

teacher in order to preserve that teacher's position or to fill a temporary need such as during a recruitment period. Substitute teachers shall be paid at the Board-adopted substitute rate. If a substitute teacher is placed in a long-term assignment, said substitute shall be given a "long-term substitute" limited contract after teaching sixty (60) consecutive days in one specific assignment. This long-term limited contract teacher shall have the rights and benefits including placement on the salary schedule and fringe benefits in this collective bargaining agreement, except that said substitute is not entitled to due process in a nonrenewal nor is said substitute entitled to layoff or recall rights. However, if the employee is rehired for a second year and had completed 120 days of substitute service in the previous year, the employee shall be hired as a regular teacher with full credit for the year of experience and seniority.

17.10 **Resident Educator Program** -

Once the State develops any changes to the RESA program, a committee of both Administration and Association members shall be formed and meet to discuss the implementation of the changes to the program.

First Year teachers will participate in the Resident Educator Program as established by the Ohio Department of Education in accordance with Ohio Law. The Resident Educator Program is a four-year long program.

A. The Resident Educator Program is designed to help bargaining unit members who are new to the teaching profession in accordance with applicable Teacher Education and Licensure Standards and will upon completion be implemented as directed by the Ohio Department of Education.

B. The Resident Educator Program will provide a formal program of support, the goal of which is to successfully transition beginning teachers into the classroom and to enhance their teaching skills through formative assistance.

Definitions:

Mentors - A teacher leader who will be providing assistance to the Resident Educator Teacher and fulfill the mentor responsibilities. Mentors may have up to four Resident Educators barring unprecedented circumstances such as an influx of new teachers where each Mentor will retain an equal number of Resident Educators.

Responsibilities: The Mentor is responsible for the following:

The Mentor Teacher must attend all required mentor training modules to become a certified mentor. The Mentor Teacher uses the formative assessment tools and protocols to support the Resident Educator. Upon completion of each year of mentoring and support, the Mentor Teacher will participate in a formative progress review to assist the RE in meeting the summative assessment requirements. At the end of the RE Program, the Mentor Teacher must sign the licensure application attesting to the completion of the program requirements.

1. Attend mandatory Mentoring Meetings as indicated by the Lead Mentor

2. Meet with the entry -year teacher on a regular basis, preferably weekly, recording these meetings through the collaborative logs which will be turned into the lead mentor monthly

3. Establish rapport as a helping person with the Resident Educator

4. Through recommended informal observations, reflections, and with established criteria, help Resident Educators identify needs, problems, and find solutions

5. Suggest ways for the Resident Educator to organize and manage the classroom and to plan for instruction

6. Observe the Resident Educator in the classroom as recommended by Ohio Department of Education Best Practice guidelines

7. Suggest methods and additional resources to the Resident Educator for teaching the District‘s Curriculum and State Standards

8. Help socialize the new teacher with other personnel in the building

9. Suggest ways to communicate with members of the community and elicit parental involvement

10. Serve as a sounding board for the Resident Educator

11. Promote professionalism on the part of the Resident Educator

12. Assist in the evaluation of the Resident Educator Program at the end of each year

13. Help the Resident Educator become familiar with important Board policies, District, and School practices and procedures.

Resident Educator - A Resident Educator (RE) is a teacher who holds a four year resident educator license and is working in the educator’s area of licensure in a school, district, educational service center, or preschool licensed by the Ohio Department of Education or the Ohio Department of Job and Family Services.

To be eligible to participate in the Ohio Resident Educator (RE) Program, beginning teachers must meet the following criteria:

- Hold a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license

- Be employed by an ODE-chartered educational entity, ODE or ODJFS licensed pre-school, Ohio correctional facility or a private educational agency located in Ohio

- Teach at least two classes or .25 FTE in the educator’s area of licensure or in the area in which the teacher holds a supplemental teaching license

- Be responsible for planning and delivering standards-based, pre-K to 12 curriculum to students and evaluating their progress

- Work 120 days as defined by Ohio Revised Code

- Be assigned an ODE-certified, trained mentor by the educator's own employer

The Resident Educator must complete a four-year program of support including mentoring, and completion of the Resident Educator Program requirements. The instructional meetings between the RE and Mentor Teacher are documented using Collaborative Logs. Upon the completion of each year of support and mentoring, the Resident Educator will be provided with formative progress data and feedback to assist in meeting the summative assessment requirements by the end of the RE program. At the end of the RE program, the RE must sign the licensure application attesting to the completion of the program requirements.
Responsibilities- The Resident Educator is responsible for the following:

1) Attend regularly scheduled mentoring meetings with Mentor
2) Implement the Ohio Department of Education's Best Practice
3) Complete a Collaborative Log in conjunction with the Mentor. Mentors and RE's should retain a copy and Mentors should provide a copy to the Lead Mentor each month.
4) Complete all requirements as delineated by the Ohio Department of Education
5) Inform Mentors of needs that arise
6) Engage in collaborative dialogues, learning experiences, and embrace suggestions/recommendations from the Mentor Teacher
7) Assist as needed in the evaluation of the Resident Educator Program at the end of the year
8) The Resident Educator individually has the responsibility for his or her teaching performance and his or her teaching performance on the formative assessment
9) Upon completion of each year of support and mentoring, the RE will be provided with formative progress data and feedback to assist in meeting the summative assessment requirements by the end of the RE Program

Lead Mentor: Fairport Harbor's Lead Mentor shall be appointed by the Superintendent or Building Principal to coordinate the Mentoring program. Lead Mentors should have no more than 2 Resident Educators due to Lead Mentor responsibilities.

Responsibilities: The Lead Mentor is responsible for the following:

1) Have completed all required trainings as set forth by the Ohio Department of Education
2) Work collaboratively with the Superintendent's designee (Building Principal) in the implementation of the Mentoring program
3) Use a state approved instrument (ODE forms) as a professional development instrument including observation and follow up meetings with assigned Resident Educators and fulfill Mentor responsibilities should they exist with the Lead Mentor role.
4) Attend/Lead an orientation meeting for Mentors and Resident Educators and up to four regularly scheduled Mentor meetings to discuss the mentoring process. Meeting will be called by the Lead Mentor or the Superintendent's designee. Up to two additional special meetings may be called by the Lead Mentor or the Superintendent's designee as needed to support Mentors, RE's, or the Mentoring Program.

5) Verify completion of requirements for each year of the Resident Educator Program for teachers who hold a four-year Resident Educator License with each RE's Mentor

B. **Evaluation Procedure:**

1. No Mentor teacher shall participate in an Informal or Formal District Evaluation of an Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator
2. The Resident Educator should not be required to perform an evaluation of the Mentor teacher for purposes of retention as an employee or as a Mentor.
3. No Evaluation of an individual's performance as a Mentor teacher shall become part of the Mentor teacher's own permanent record. However, the fact that the individual served as a Mentor may be noted on the Mentor teacher's own teacher evaluation.
4. Lead Mentors, Mentors, and Resident Educators shall meet prior to the end of the school year to assess and evaluate the Resident Educator program. Recommendations shall be submitted in the form of a report by the Lead Mentor to the Building Principal and Superintendent no later than May 30. Any changes in the program shall be mutually agreed to between representatives of FHEA and the Board before submitting the changes to FHEA for a vote. Economic items, or items which have economic implications, shall be subject to negotiation and ratification procedures provided in the FHEA contract.

C. **Orientation of Resident Educators-**

The building principal should provide to each Resident Educator at the beginning of the school year an orientation (including written materials) to the building and the District. During the course of the school year, the mentor teacher should help support the Resident Educator and ensure that they become familiar with such materials. Areas to be covered by the orientation include the following:

1. Information about the year's calendar.
2. Procedures, policies, and routines customary in the building and the District, including materials acquisition, attendance procedures, the daily schedule, extra duty assignments, lesson plans, etc.
3. Answer any questions posed by the new teacher
4. Briefly discuss the Resident Educator Program and the assignment of a Mentor

D. Lead Mentors, Mentors, and Resident Educators shall perform the duties identified in their job descriptions.

E. The Board shall provide the Mentor and Lead Mentors the equivalent of 2 release days and up to an additional 2 days per mentee, per year.

F. The position of Mentor or Lead Mentor will not be subject to posting requirements of the agreement. Superintendent or building principals and Lead Mentors cooperatively shall select Mentors and assign them to Resident Educators.

G. Should any dispute occur between a Resident Educator and a Mentor, the Resident Educator and Mentor shall meet with the Building Principal, Lead Mentor, and FHEA Representative to

discuss the matter. If the parties are unable to resolve the matter, the parties shall meet with the Superintendent and FHEA President, whose joint decision shall be final.

H. **Stipend**

F1. The Mentor will be paid .095 of the base salary for their Mentoring responsibilities in the June 30th pay.

F2. Lead Mentors will be paid .10 of the base salary for Lead Mentoring responsibilities in the June 30th pay.

17.11 **INDEPENDENT STUDY** – Any certificated staff member assigned a student to independent study shall be paid two hundred and seventy-five dollars ($275) per student per class. Compensation will be paid with the first pay in February and the first pay in July for each semester.

ARTICLE 18 – SCHOOL CALENDAR

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

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

18.2 **NEOEA DAY** - The Fairport Harbor Board of Education recognizes NEOEA Day as a professional day and grants this day without pay.

18.3 Teachers shall attend the November election day professional development with the topic to be determined by the district Leadership Team in exchange for the ability to depart as soon as they complete their check-out on the last day, or if prepared, the last student day.

18.4 Last days for teachers – criteria for attendance on this day will be considered met, once checkout responsibilities are completed and the principal or designee has signed off on their exit sheets unless this day is used to replace a calamity day.

ARTICLE 19 – SENIORITY

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

A. The date of the Board meeting that the employee was hired, and then by

B. Application date

C. Flip of a coin by the Association President

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

19.3 The Administration shall provide to the FHEA President on or before October 1 of each school year a seniority list, which includes all bargaining unit members. Said seniority list may be posted in each building by the FHEA President.

ARTICLE 20 – JOB POSTING

20.1 **BARGAINING UNIT VACANCY** – A vacancy will be defined as:

A. Death of a bargaining unit member.

B. Retirement and/or resignation of a bargaining unit member.

C. Extended leave of absence (full year) of a bargaining unit member.

D. Creation or restoration of a bargaining unit position.

E. Non-renewal, termination of a bargaining unit member.

F. Transfer or promotion of a bargaining unit member.

G. Vacant or new supplemental position if position is to be filled.

20.2 **BARGAINING UNIT POSTING OF VACANCY(IES)** – The Superintendent or his/her designee will notify the Association President of vacancies as they occur. In addition, each vacancy shall be posted for seven (7) working days, excluding Saturday, Sunday and holidays, on bulletin boards adjacent to employee mailboxes in both buildings and via e-mail to all FHEA members. During the summer months through August 15, vacancies will be mailed to the appropriate bargaining unit members with their paychecks.

20.3 **FILLING OF A VACANCY** – Vacancies shall be filled by seniority unless the applicant does not meet the requirements and/or qualifications and is in the best interest of the school district as determined by the Superintendent.

20.4 Interested employees may make written application to the Superintendent's office. Interviews shall be granted to all employees who meet the job qualifications and who apply. All postings must include a deadline for filing and state the classification and/or certified position.

ARTICLE 21 – TEACHER ASSISTANCE PROGRAM

EVALUATON - The Fairport Harbor Schools OTES 2.0 Overview and Teacher Growth Model shall be attached to the contract as Attachment I.

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

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

21.2 **PHILOSOPHY OF OBSERVATION AND FORMAL EVALUATION**

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

1. **PHILOSOPHY** - Evaluation is the means by which the quality of a teacher's performance is appraised. It is conducted primarily to improve the quality of instruction, to commend where commendation is warranted, and to suggest means of improvement where appropriate.

2. **OBJECTIVES** - The purpose of evaluation shall be the improvement of teaching performance. Evaluation shall be a professional improvement device.

21.3 **GENERAL CHARACTERISTICS OF EVALUATION**

A. Genuine democratic procedures should be applied. The evaluator shall demonstrate fairness to the employee. The employee shall know what is expected of him/her and should be made fully aware of the evaluation techniques and procedures.

B. Evaluation shall be a continuous process.

C. Summative evaluation results above an ineffective rating will be deemed comparable when used in retention decisions.

D. Purposes of the evaluation program shall be both administrative and supervisory in nature, the emphasis being upon improvement in instruction with the goal of enhancing student achievement.

E. All teachers and the Fairport Harbor Education Association recognize the right, duty, and the responsibility of the principals to make periodic evaluation of the performance of teachers. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with full knowledge of the teacher.

F. Evaluations, though necessarily subjective, should be based upon as much positive objective evidence as possible.

G. The purpose of an evaluation is to take an inventory of strengths and weaknesses so that an individual's strengths can be enhanced and identified weaknesses can improve.

21.4 ADMINISTRATION OF THE EVALUATION PROGRAM

A. **UNDERSTANDING THE PROGRAM** - Each employee shall be given a copy of evaluation policies.

1. If employees receive an employee handbook, the evaluation policies will be set forth in detail within it.

2. Evaluations shall be based upon the State board of education's standards-based framework for the evaluation of teachers, including assessment of the observations, portfolio, walk-throughs, and criteria established on the evaluation document. If an employee does not score the highest rating on the observation/video for a section of the rubric, the administrator must assess artifacts from the portfolio and/or walk-through to assist the employee in receiving a higher rating.

3. ODE-approved evaluation factors or measures of teacher or student performance shall be used. Utilization of any additional optional factors or measures will occur by mutual agreement of the parties.

4. Neither student learning objectives nor shared attribution of student performance data among teachers in the district, building, grade, content area, or other group, will be used as a performance measure.

21.5 PRINCIPLES FOR ADMINISTRATION

A. For the purposes of formal evaluations, classroom teachers shall be observed and evaluated by an administrator based upon firsthand experience relative to that teacher's performance, it is understood that bargaining unit members shall not evaluate each other. Bargaining unit members may conduct positive walk-throughs on one another that may be used as documentation to boost a teacher's summative evaluation score.

B. Each observation shall be made by the principal or designee of the Superintendent with an administrative certificate. The observation must be made by a credentialed evaluator who is also an employee of the district. No teacher shall receive adverse comments from an observer in the presence of pupils.

21.6 EVALUATIONS FOR TEACHERS

A. Teachers must complete a professional growth plan (PGP)/Improvement Plan.

B. Teachers participate in a pre and post conference for each formal observation.

C. Pre conferences will be held before each formal observation.

D. Post conferences shall be held after each formal observation before November 14th.

E. Teachers should be evaluated once per year unless having a summative evaluation ranking of "Accomplished" or "Skilled" on the teacher's most recent evaluation. There must be at least two (2) thirty to ninety (30-90) continuous minute formal observations for the evaluation, unless stated otherwise in this Agreement.

F. In a full year cycle two formal observations will be required.

G. The first formal observation will be completed on or before October 31st.

H. The evaluation must be completed by May 1st with a written report to the teacher no later than May 10th.

I. The written report to the teacher should include recommendations for improvement and how the teacher may obtain assistance.

J. Teachers participate in a minimum of two (2) informal observations (walkthroughs).

21.7 **EVALUATIONS FOR ACCOMPLISHED AND SKILLED TEACHERS**

A. Teachers who earned "Accomplished" on the previous year's summative evaluation will be evaluated once every three years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan

The self-directed growth plan shall be given to the evaluator between May 1st of the current school year and September 15th of the following school year.

B. Teachers who earned Skilled on the previous year's summative evaluation will be evaluated once every two years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

The self-directed growth plan shall be given to the evaluator between May 1st of the current school year and September 15th of the following school year.

C. In any year that a teacher is not evaluated as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, an evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

The self-directed growth plan shall be given to the evaluator between May 1st of the current school year and September 15th of the following school year.

21.8 **OBSERVATION AND EVALUATION GUIDELINES**

A. All personnel should get walk-throughs at least twice during the school year.

B. Any teacher or principal may initiate additional observations, if so needed, but there shall be no more than two (2) evaluations during the school year.

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

A. **OBSERVATION VISIT** - The observation rubric will serve as the basis of the conference.

B. **EVALUATOR'S REPORT** – The summative evaluation form shall serve as the basis of a conference between the teacher and the evaluator. The conference shall take place by May 10th. The observation rubric, walk- throughs, portfolio and any other objective evidence will serve as evidence in the scoring of all standards outlined for educators.

21.10 **THE PURPOSE OF THE EVALUATION PROCESS** - The purpose of the evaluation process is for teacher improvement. The teacher shall be made aware on a continuing basis of any problems or deficiencies. The administrator will develop with the teacher specific approaches for appropriate professional growth with sufficient time to overcome these deficiencies prior to any formal observation to re-evaluate the deficiencies.

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

ARTICLE 22 – SALARIED ITEMS (CERTIFICATED STAFF)

22.1 **SALARY** - All members of the bargaining unit shall be paid on the teachers' salary schedule and in accordance with this article. The indexed salary schedules are attached hereto as Attachments A-1, A-2 and A-3.

A. Attachment: Salary Schedule –

Attachment A-1 – Salary Schedule – July 1, 2021- June 30, 2022
Every salary listed on the Certificated Salary Schedule, will be established by multiplying the index at each step and level by the current base $35,752.00 beginning on July 1, 2021.

Attachment A-2 - Salary Schedule – July 1, 2022- June 30, 2023
Every salary listed on the Certificated Salary Schedule, will be established by multiplying the index at each step and level by the current base $35,752.00 beginning on July 1, 2022.

In addition each bargaining unit member will receive a one-time stipend of one thousand five-hundred dollars ($1,500) to be paid on the first pay in January 2023.

Attachment A-3 - Salary Schedule – July 1, 2023- June 30, 2024 (2.0%)
$36,467.04

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

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

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

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

receive credit for that advancement, however, any further advancement will require additional accredited graduate semester hours.

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

2. Bachelor's plus nine (9) S.H. column is a professional training column and is for teachers who have taken nine (9) S.H. semester hours of accredited graduate college credit in the field of education or the specific area of instruction in addition to receiving the Bachelor's degree.

3. Bachelor's plus eighteen (18) S.H. column is a professional training column and is for teachers who have taken eighteen (18) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to receiving the Bachelor's degree.

4. Bachelor's plus twenty-seven (27) S.H. column is a professional training column and is for teachers who have taken twenty-seven (27) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to receiving the Bachelor's degree.

5. Master's column is for teachers who have been awarded a Master's degree in the field of education or the specific area of instruction by an accredited graduate degree granting college or university.

6. Master's degree plus nine (9) S.H. is a professional training column and is for teachers who have taken nine (9) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to being awarded the Master's degree.

7. Master's degree plus eighteen (18) S.H. column is a professional training column and is for teachers who have taken eighteen (18) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to being awarded the Master's degree.

8. Master's degree plus twenty-seven (27) S.H. column is a professional training column and is for teachers who have taken twenty-seven (27) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to being awarded the Master's degree.

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

22.4 **SCHEDULE OF PAY DATES** – Teachers will be paid by electronic deposit to a financial institution of the member's choice in biweekly pay periods. Pay will reflect regular, current

earnings; however, if any member submits additional requests for compensation, those earnings will be reflected no later than the second paycheck following the date of submission. (NOTE: Other sections of contract may need to be revised to comply with the timing of the proposal.) When the pay day falls on a bank holiday, the direct deposit will post to a financial institution of the member's choice on the day prior to the bank holiday.

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

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

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

22.6 **SEVERANCE PAY**

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

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

B. An employee of ten (10) years or more, who retires from teaching but is not eligible for STRS benefits and does not return to the teaching profession, shall be eligible for severance benefits of one day severance pay for every year they have been employed by the Fairport Harbor Board of Education.

C. All severance payments shall be based on the bargaining unit members' daily rate of pay at the time of retirement or death.

D. All severance pay shall be made to the employee no later than sixty (60) days after the effective date of retirement.

E. The employee has the option to direct the Treasurer to deposit this severance into an annuity of the employee's choice provided the annuity is on the Board approved list of annuity providers. Annually, the Association shall be provided with an updated list of Board approved annuity providers.

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

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

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

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

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

A. An employee who retires in his/her first year of eligibility shall receive twenty-five percent (25%) of his/her current salary (excluding any stipends and/or supplemental contracts).

B. An employee who retires no later than three (3) years after his/her first year of eligibility shall receive seventeen and one-half percent (17.5%) of his/her current salary (excluding any stipends and/or supplemental contracts).

C. An employee who retires three (3) years after his/her first year of eligibility shall receive ten percent (10%) of his/her current salary (excluding any stipends and/or supplemental contracts).

D. First eligibility is defined for the purpose of the Early Retirement Incentive as age fifty-five (55) with twenty-nine (29) years of service; or thirty (30) years of service at any age; or age sixty (60) with five (5) years of service; or an employee who does meet “first eligibility” but continues until he/she has thirty (30) years of service.

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

22.12 **PAY FOR EXTRA DUTIES, CURRICULUM DEVELOPMENT, AND TUTORING** Teachers who are asked to accept before school, after school, evening or weekend duties, curriculum development work, or tutoring shall be paid at the rate of thirty-five dollars ($35) per hour unless such duty is listed on the supplemental salary schedule. The Superintendent will assign and limit the number of hours of any extracurricular work. Multiple hour single event

duties shall be paid at a flat rate of fifty dollars ($50) per event. At such times as any teacher is asked to provide the extracurricular work, the Superintendent or the Principal will fix the limitation on the hours to be devoted to such work, and in accepting this assignment, the teacher will perform work within the hourly limitation contained in the proposal. Every effort will be made to rotate the availability of extra work to all appropriate faculty.

22.13 **PAY FOR PLANNING/CONFERENCE PERIOD SUBSTITUTE** - Shall be thirty-five dollars ($35) per period of substitute teaching duties.

ARTICLE 23 – SALARIED ITEMS (SCHOOL SUPPORT PERSONNEL)

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

Each Support Personnel Salary, will increase by one-dollar ($1.00) beginning July 1, 2021.

Each Support Personnel Salary, will not increase beginning July 1, 2022.

Each bargaining unit member will receive a one-time stipend of one thousand five-hundred dollars ($1,500) to be paid on the first pay in January 2023.

Each Support Personnel Salary, will increase by two-percent (2.0%) beginning July 1, 2023.

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

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

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

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

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

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

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

23.6 **LONGEVITY** - School Support Personnel shall be paid an additional fifteen cents (15¢) per hour for each year they work beginning with their eighth (8th) year of employment, twenty cents ($.20) per hour for each year they work beginning with their twelfth (12th) year of employment and twenty five cents ($.25) per hour for each year they work beginning with their twentieth (20th) year of employment.

23.7 **SCHEDULE OF PAY DATES** – Members will be paid by electronic deposit to a financial institution of the member's choice in biweekly pay periods. Pay will reflect regular, current earnings; however, if any member submits additional requests for compensation, those earnings will be reflected no later than the second paycheck following the date of submission. (NOTE: Other sections of contract may need to be revised to comply with the timing of the proposal.) When the pay day falls on a bank holiday, the direct deposit will post to a financial institution of the member's choice on the day prior to the bank holiday.

23.8 **TUITION REIMURSEMENT** - The Board of Education will reimburse school support personnel at the rate of five hundred dollars ($500) per year for related professional development courses taken in the employee's present job responsibilities. Written applications must be approved by the Principal and Superintendent before registration for classes. The tuition reimbursement school year shall be September 1 through August 31 of each year.

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

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

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

23.10 **SEVERANCE PAY**

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

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

B. An employee of ten (10) years or more, who retires but is not eligible for SERS benefits and does not return to work, shall be eligible for severance benefits of one day severance pay for every year they have been employed by the Fairport Harbor Board of Education.

C. All severance payments shall be based on the bargaining unit members' daily rate of pay at the time of retirement or death.

D. All severance pay shall be made to the employee no later than sixty (60 days) after the effective date of retirement.

E. The employee has the option to direct the Treasurer to deposit this severance into an annuity of the employee's choice provided the annuity is on the Board approved list of

annuity providers. Annually, the Association shall be provided with an updated list of Board approved annuity providers.

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

A. An employee who retires in his/her first year of eligibility shall receive twenty-five percent (25%) of his/her current salary (excluding any stipends and/or supplemental contracts).

B. An employee who retires no later than three (3) years after his/her first current salary (excluding any stipends and/or supplemental contracts).

C. An employee who retires three (3) years after his/her first year of eligibility shall receive ten percent (10%) of his/her current salary (excluding any stipends and/or supplemental contracts).

D. First eligibility is defined for the purpose of the Early Retirement Incentive at age sixty (60) with twenty-five (25) years of service; or thirty (30) years of service at any age; or age sixty-two (62) with ten (10) years of service; or an employee who does meet "first eligibility" but continues until he/she has thirty (30) years of service.

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

23.12 **MILEAGE** - School Support Personnel required to travel on school business as part of their duties shall be paid mileage at the current IRS rate.

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

23.14 **CLOTHING ALLOWANCE** – The Maintenance Coordinator, Custodian 1, Custodian 2, and maintenance employees shall receive uniforms to be worn when performing district responsibilities. The Maintenance Coordinator will be responsible for the selection and ordering of the uniforms with final approval from the Superintendent.

23.15 **NURSE SALARY** - The nurse's salary is based upon the teachers' salary schedule: Salary placement divided by 184 days, divided by 7.5 hours per day = hourly rate of pay. The nurse shall work a minimum of 15 hours per week. The nurse may accompany overnight school trips

(i.e. 6th grade camp, out of state trips) and will be compensated an additional eight (8) hours beyond the normal three (3) hours per day pay, at the hourly rate of pay.

ARTICLE 24 – INSURANCE BENEFITS

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

24.1 **MEDICAL INSURANCE** – All bargaining unit employees may choose between plans offered through the Lake County Schools Council (LCSC).

1. LCSC (Lake County Schools Council) Plan 1
2. LCSC (Lake County Schools Council) Plan 2 (expires 1/1/2023)
3. LCSC (Lake County Schools Council) HMO - Med Flex
4. LCSC (Lake County Schools Council) CDHP (Consumer Driven Health Plan) – HSA Eligible

A. Each bargaining unit member shall receive a copy of the insurance provisions which shall be identified as being provided as agreed by the Board and FHEA.

B. The Fairport Harbor Board of Education and the Fairport Harbor Teacher's Association acknowledge the effect of rising health care costs on the ability to provide quality education. We endorse the concept of a Lake County Insurance Consortium and pledge our support for immediate and long-term successes. The objective of the consortium will be to provide a win-win situation for employees and the Board of Education. As such, the District employees shall annually receive a medical wellness exam as provided for by the Lake County Schools Healthcare Consortium. Failure of the FHEA members not reaching the 75% threshold will result in the FHEA bargaining team and the Board's bargaining team to meet and negotiate the effects of not meeting the 75% threshold.

C. Eligible employees will pay, via payroll deduction per the Section 125 Plan, different levels of contributions depending upon the plan selected by the employee.

D. Open enrollment will be held in November annually for new plan selection to begin January 1st.

E. The employee contribution levels shall be as follows:

School Support Staff:

LCSC HMO - MedFlex

For any employee selecting either single or family coverage under the Med Flex Plan, the Board will require no contributions and provide for $3,500 Family Eligible and $2,000 Single Eligible one time stipend paid in July of the year the employee switches to and remains on this plan.

LCSC CDHP (Consumer Driven Health Plan)

For any employee selecting either single or family coverage under Health Savings Plan, the Board will require no contributions. In addition, the Board will provide for $3,000 Family Eligible and $1,500 Single Eligible one-time contribution to the employees' Health Savings account in January of the year the employee moves to and remains on this plan. In addition, the Healthcare Consortium shall make a one-time $250 single eligible and

$500 Family Eligible contribution to the Health Saving Account for the employee.

Health Savings Accounts shall be made available tax free to the employee and shall continue for the employees use beyond each calendar year. Employees who terminate employment in any way shall be able to take their Health Savings Balance with them for future use as provided for under IRS rules.

LCC Plan 1:

For any employee selecting either single or family coverage under Plan 1, the Board will require a monthly contribution of five ($5.00) dollars for Single and ten ($10.00) dollars for Family. In addition, the district will provide for $4,500 Family eligible and $3,000 Single Eligible one time stipend to be paid in July 2022 to employees who switch to and remain on this plan. Employees must move to Plan 1 beginning January 1, 2022 to receive the one time stipend in July 2022.

Healthcare Reimbursement Fund (HRA) - (Plan 1)

For those eligible employees who enroll in Plan 1 with HRA, for as long as Plan 1 is offered by the LCSC, if an employee maintains a health reimbursement account (HRA) in connection with LCSC Plan 1, through the HRA the District will cap the employee's in-network health co-insurance contribution limit to $1,000 single or in-network health co-insurance contribution limit to $2,000 family, in a single plan year (January 1-December 31); and the employee's in-network deductible to $250 single and in-network deductible to $500 family, in a single plan year (January 1-December 31)

The employee will pick up the first $250/$500 of the deductible and 20% of the co-insurance up to $1,000/$2,000 and then the District HRA will pick up the remaining $250/$500 and $1,000/$2,000.

LCC Plan 2:

SINGLE – For any employee selecting single coverage under Plan 2 the employee shall pay $40.00 per month.

FAMILY – For any employee selecting family coverage under Plan 2 the employee shall pay $70.00 per month.

Certificated Staff:

LCSC HMO - MedFlex

For any employee selecting either single or family coverage under the Med Flex Plan, the Board will require no contributions and provide for $3,500 Family Eligible and $2,000 Single Eligible one time stipend paid in July of the year the employee switches to and remains on this plan.

LCSC CDHP (Consumer Driven Health Plan)

For any employee selecting either single or family coverage under Health Savings Plan, the Board will require no contributions. In addition, the Board will provide for $3,000 Family Eligible and $1,500 Single Eligible one-time contribution to the employees' Health Savings account in January of the year the employee switches to and remains on this plan. In addition, the Healthcare Consortium shall make a one-time $250 single eligible and $500 Family Eligible contribution to the Health Saving Account for the employee.

Health Savings Accounts shall be made available tax free to the employee and shall continue for the employees use beyond each calendar year. Employees who terminate employment in any way shall be able to take their Health Savings Balance with them for future use as provided for under IRS rules.

LCC Plan 1:

For any employee selecting either single or family coverage under Plan 1, the Board will require a monthly contribution of five ($5.00) dollars for Single and ten ($10.00) dollars for Family. In addition, the district will provide for $4,500 Family Eligible and $3,000 Single Eligible one time stipend to be paid in July 2022 to employees who switch to and remain on this plan. Employees must move to Plan 1 beginning January 1, 2022 to receive the one time stipend in July 2022.

Healthcare Reimbursement Fund (HRA) - (Plan 1)

For those eligible employees who enroll in Plan 1 with HRA, for as long as Plan 1 is offered by the LCSC, if an employee maintains a health reimbursement account (HRA) in connection with LCSC Plan 1, through the HRA the District will cap the employee's in-network health co-insurance contribution limit to $1,000 single or in-network health co-insurance contribution limit to $2,000 family, in a single plan year (January 1-December 31); and the employee's in-network deductible to $250 single and in-network deductible to $500 family, in a single plan year (January 1-December 31)

The employee will pick up the first $250/$500 of the deductible and 20% of the co-insurance up to $1,000/$2,000 and then the District HRA will pick up the remaining $250/$500 and $1,000/$2,000.

LCC Plan 2:

SINGLE – For any employee selecting single coverage under Plan 2 the employee shall pay $70.00 per month.

FAMILY – For any employee selecting family coverage under Plan 2 the employee shall pay $120.00 per month.

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

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

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

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

24.3 **MEDICAL INSURANCE WAIVER**

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

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

$4000 Family Eligible
$2000 Single Eligible

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

There will be a one-time prorated payment in December 2021 for any eligible employee who has waived coverage from 7/1/21-12/31/21.

Employees may only elect and receive payment if the employee can demonstrate and certify that they are receiving credible coverage for healthcare insurance from another provider.

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

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

A.	Diagnostic	100% Participating Dentist
	Preventive	100% Participating Dentist
	Emergency Palliative	100% Participating Dentist
	Radiographs (x-rays)	100% Participating Dentist
B.	Minor Restorations	80% Participating Dentist
	Major Restorations	25% Participating Dentist
	Basic Oral Surgery	80% Participating Dentist
	Major Oral Surgery	80% Participating Dentist
	Endodontics	80% Participating Dentist
	Periodontic	80% Participating Dentist
	Prosthodontics	80% Participating Dentist
C.	Deductible	$25 deductible per person total per Benefit Year limited to a maximum Deductible of $75 per family per Benefit Year
D.	Maximum	$1,500 per person per year
E.	Orthodontics	

Orthodontia Maximum	$ 1,000 lifetime max per person

24.5 **VISION INSURANCE** - The Lake County Schools Council (LCSC) VSP Program shall include:

A. One routine vision exam per person per calendar year is covered in full after ten dollar ($10.00) co-pay for network provider (up to forty-five ($45.00) covered for non-network).

B. Lenses one per person per calendar year.

C. Frames $25.00 per person per two consecutive years – one hundred fifty dollar ($150.00) allowance.

D. Cosmetic contact lenses at scheduled rate – one hundred fifty dollar ($150.00) allowance.

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

24.7 Effective with retirees in the 18-19 school year, eligibility for insurance coverages shall end on the date of resignation, termination, or as of August 31, if for retirement purposes for any bargaining unit member fulfilling his/her annual contract in the year of retirement.

ARTICLE 25 – BARGAINING UNIT WORK

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

ARTICLE 26 – EDUCATIONAL AIDES

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

Educational assistants shall be provided with appropriate training related to student(s) needs. Educational assistants shall report for the same number of days and hours as on the teacher calendar.

Educational assistants will be provided their assignment for the year a week before the beginning of the first grading period of the semester.

These assignments are subject to change due to an emergency which would include: change in personnel, changes in enrollments to the district and changes to the placements of students that occur outside that time frame.

ARTICLE 27 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

27.1 The LPDC, commissioned by the Ohio Department of Education and the Fairport Harbor Exempted Village Board of Education, is the official body through which the Fairport Harbor School District certificated/licensed employees must seek credential renewal.

27.2 The Fairport Harbor Exempted Village Schools will maintain one LPDC having a district-wide scope. The LPDC will have five (5) members, including two (2) administrators selected by the Superintendent and three (3) teachers selected by Fairport Harbor Education Association.

27.3 LPDC members will serve two-year terms. The initial committee will require two teachers and one administrator to serve a three-year term. From that point on, all members will serve two-year terms. Administrative vacancies will be filled by appointment of the Superintendent. Teaching vacancies will be filled by appointment of the Fairport Harbor Education Association President.

27.4 The Fairport Harbor LPDC will meet monthly, as needed.

27.5 Certificated staff members of the LPDC shall be compensated at the rate established in §22.12 of this Agreement.

27.6 **APPEALS PROCESS**

A. **REASONS FOR APPEAL**

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

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

B. **PROCESS TO BE USED IN APPEAL**

1. **LEVEL I APPEAL**

   a. If you wish to appeal, complete the appeal form within fourteen (14) calendar days of rejection of IPDP.

   b. Meet with the LPDC to present your case (special meeting may be called, if necessary)

   c. Receive written response from the LPDC

d. LPDC decision accepted (appeal process ends) or rejected (Level II appeal may begin)

2. **LEVEL II APPEAL**

a. If you wish to appeal, complete the appeal form within fourteen (14) calendar of rejection of the Level I appeal.

b. Meet with Special Committee to present your case. Special Committee makeup: (1) certificated/licensed educator chosen by employee; (2) certificated/licensed educator chosen by LPDC; and (3) certificated/licensed educator agreed upon by (1) and (2).

c. Special Committee hears appeal and renders decision

d. Special Committee decision accepted (appeal process ends) or rejected (Level III appeal may begin).

3. **LEVEL III APPEAL**

a. Lake County Board of Education renders final decision.

C. **TIMELINES FOR APPEAL**

1. All proposals that are rejected will be hand-delivered or sent certified mail within five (5) calendar days of the LPDC/Appeal Committee decision.
2. Requests for an appeal at each level must be made within fourteen (14) calendar days.

3. At Level I and Level II, appeal hearings will be scheduled within thirty (30) days of receipt of the written request for the appeal.

4. Address all requests to the Chairperson of the LPDC.

ARTICLE 28 – FORM, EFFECT & DURATION

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

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

The provisions of this Agreement are effective as July 1, 2021 and shall continue in force and effect through June 30, 2024.

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

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

President of Board	7/30/21 Date	FHEA President
Superintendent	10/7/21 Date	FHEA Spokesperson
Treasurer of the Board	10/11/21 Date	FHEA Team Member
		FHEA Team Member
		FHEA Team Member
		FHEA Team Member

ATTACHMENT A-1

CERTIFICATED SALARY SCHEDULE 2021-2022								
YRS EXP	**BA**	**BA9**	**BA18**	**BA27**	**MA**	**MA9**	**MA18**	**MA27**
0	**35,752**	37,540	38,255	38,970	40,042	41,115	42,187	43,260
	1.00	1.05	1.07	1.09	1.12	1.15	1.18	1.21
1	38,255	39,327	40,042	40,757	42,187	43,260	44,332	45,405
	1.07	1.10	1.12	1.14	1.18	1.21	1.24	1.27
2	40,042	41,115	41,830	42,545	44,332	45,405	46,478	47,550
	1.12	1.15	1.17	1.19	1.24	1.27	1.30	1.33
3	41,830	42,902	43,617	44,332	46,478	47,550	48,623	49,695
	1.17	1.20	1.22	1.24	1.30	1.33	1.36	1.39
4	43,617	44,690	45,405	46,120	48,623	49,695	50,768	51,840
	1.22	1.25	1.27	1.29	1.36	1.39	1.42	1.45
5	45,405	46,478	47,193	47,908	50,768	51,840	52,913	53,986
	1.27	1.30	1.32	1.34	1.42	1.45	1.48	1.51
6	47,193	48,265	48,980	49,695	52,913	53,986	55,058	56,131
	1.32	1.35	1.37	1.39	1.48	1.51	1.54	1.57
7	48,980	50,053	50,768	51,483	55,058	56,131	57,203	58,276
	1.37	1.40	1.42	1.44	1.54	1.57	1.60	1.63
8	50,768	51,840	52,555	53,270	57,203	58,276	59,348	60,421
	1.42	1.45	1.47	1.49	1.60	1.63	1.66	1.69
9	52,555	53,628	54,343	55,058	59,348	60,421	61,493	62,566
	1.47	1.50	1.52	1.54	1.66	1.69	1.72	1.75
10	54,343	55,416	56,131	56,846	61,493	62,566	63,639	64,711
	1.52	1.55	1.57	1.59	1.72	1.75	1.78	1.81
11	56,131	57,203	57,918	58,633	63,639	64,711	65,784	66,856
	1.57	1.60	1.62	1.64	1.78	1.81	1.84	1.87
12	57,918	58,991	59,706	60,421	65,784	66,856	67,929	69,001
	1.62	1.65	1.67	1.69	1.84	1.87	1.90	1.93
13		60,778	61,493	62,208	67,929	69,001	70,074	71,146
		1.70	1.72	1.74	1.90	1.93	1.96	1.99
14			63,281	63,996	70,074	71,146	72,219	73,292
			1.77	1.79	1.96	1.99	2.02	2.05
15				65,784	72,219	73,292	74,364	75,437
				1.84	2.02	2.05	2.08	2.11
16					74,364	75,437	76,509	77,582
					2.08	2.11	2.14	2.17
17					76,509	77,582	78,654	79,727
					2.14	2.17	2.20	2.23
18	59,706	62,566	65,069	67,571	78,654	79,727	80,800	81,872
	1.67	1.75	1.82	1.89	2.20	2.23	2.26	2.29
19	61,493	64,354	66,856	69,359	80,800	81,872	82,945	84,017
	1.72	1.80	1.87	1.94	2.26	2.29	2.32	2.35
20	63,281	66,141	68,644	71,146	82,945	84,017	85,090	86,162
	1.77	1.85	1.92	1.99	2.32	2.35	2.38	2.41

ATTACHMENT A-2

CERTIFICATED SALARY SCHEDULE

2022-2023

YRS EXP	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27
0	**35,752**	37,540	38,255	38,970	40,042	41,115	42,187	43,260
	1.00	1.05	1.07	1.09	1.12	1.15	1.18	1.21
1	38,255	39,327	40,042	40,757	42,187	43,260	44,332	45,405
	1.07	1.10	1.12	1.14	1.18	1.21	1.24	1.27
2	40,042	41,115	41,830	42,545	44,332	45,405	46,478	47,550
	1.12	1.15	1.17	1.19	1.24	1.27	1.30	1.33
3	41,830	42,902	43,617	44,332	46,478	47,550	48,623	49,695
	1.17	1.20	1.22	1.24	1.30	1.33	1.36	1.39
4	43,617	44,690	45,405	46,120	48,623	49,695	50,768	51,840
	1.22	1.25	1.27	1.29	1.36	1.39	1.42	1.45
5	45,405	46,478	47,193	47,908	50,768	51,840	52,913	53,986
	1.27	1.30	1.32	1.34	1.42	1.45	1.48	1.51
6	47,193	48,265	48,980	49,695	52,913	53,986	55,058	56,131
	1.32	1.35	1.37	1.39	1.48	1.51	1.54	1.57
7	48,980	50,053	50,768	51,483	55,058	56,131	57,203	58,276
	1.37	1.40	1.42	1.44	1.54	1.57	1.60	1.63
8	50,768	51,840	52,555	53,270	57,203	58,276	59,348	60,421
	1.42	1.45	1.47	1.49	1.60	1.63	1.66	1.69
9	52,555	53,628	54,343	55,058	59,348	60,421	61,493	62,566
	1.47	1.50	1.52	1.54	1.66	1.69	1.72	1.75
10	54,343	55,416	56,131	56,846	61,493	62,566	63,639	64,711
	1.52	1.55	1.57	1.59	1.72	1.75	1.78	1.81
11	56,131	57,203	57,918	58,633	63,639	64,711	65,784	66,856
	1.57	1.60	1.62	1.64	1.78	1.81	1.84	1.87
12	57,918	58,991	59,706	60,421	65,784	66,856	67,929	69,001
	1.62	1.65	1.67	1.69	1.84	1.87	1.90	1.93
13		60,778	61,493	62,208	67,929	69,001	70,074	71,146
		1.70	1.72	1.74	1.90	1.93	1.96	1.99
14			63,281	63,996	70,074	71,146	72,219	73,292
			1.77	1.79	1.96	1.99	2.02	2.05
15				65,784	72,219	73,292	74,364	75,437
				1.84	2.02	2.05	2.08	2.11
16					74,364	75,437	76,509	77,582
					2.08	2.11	2.14	2.17
17					76,509	77,582	78,654	79,727
					2.14	2.17	2.20	2.23
18	59,706	62,566	65,069	67,571	78,654	79,727	80,800	81,872
	1.67	1.75	1.82	1.89	2.20	2.23	2.26	2.29
19	61,493	64,354	66,856	69,359	80,800	81,872	82,945	84,017
	1.72	1.80	1.87	1.94	2.26	2.29	2.32	2.35
20	63,281	66,141	68,644	71,146	82,945	84,017	85,090	86,162
	1.77	1.85	1.92	1.99	2.32	2.35	2.38	2.41

ATTACHMENT A-3

CERTIFICATED SALARY SCHEDULE 2023-2024								
YRS EXP	**BA**	**BA9**	**BA18**	**BA27**	**MA**	**MA9**	**MA18**	**MA27**
0	**36,467.04**	38,290	39,020	39,749	40,843	41,937	43,031	44,125
	1.00	1.05	1.07	1.09	1.12	1.15	1.18	1.21
1	39,020	40,114	40,843	41,572	43,031	44,125	45,219	46,313
	1.07	1.10	1.12	1.14	1.18	1.21	1.24	1.27
2	40,843	41,937	42,666	43,396	45,219	46,313	47,407	48,501
	1.12	1.15	1.17	1.19	1.24	1.27	1.30	1.33
3	42,666	43,760	44,490	45,219	47,407	48,501	49,595	50,689
	1.17	1.20	1.22	1.24	1.30	1.33	1.36	1.39
4	44,490	45,584	46,313	47,042	49,595	50,689	51,783	52,877
	1.22	1.25	1.27	1.29	1.36	1.39	1.42	1.45
5	46,313	47,407	48,136	48,866	51,783	52,877	53,971	55,065
	1.27	1.30	1.32	1.34	1.42	1.45	1.48	1.51
6	48,136	49,231	49,960	50,689	53,971	55,065	56,159	57,253
	1.32	1.35	1.37	1.39	1.48	1.51	1.54	1.57
7	49,960	51,054	51,783	52,513	56,159	57,253	58,347	59,441
	1.37	1.40	1.42	1.44	1.54	1.57	1.60	1.63
8	51,783	52,877	53,607	54,336	58,347	59,441	60,535	61,629
	1.42	1.45	1.47	1.49	1.60	1.63	1.66	1.69
9	53,607	54,701	55,430	56,159	60,535	61,629	62,723	63,817
	1.47	1.50	1.52	1.54	1.66	1.69	1.72	1.75
10	55,430	56,524	57,253	57,983	62,723	63,817	64,911	66,005
	1.52	1.55	1.57	1.59	1.72	1.75	1.78	1.81
11	57,253	58,347	59,077	59,806	64,911	66,005	67,099	68,193
	1.57	1.60	1.62	1.64	1.78	1.81	1.84	1.87
12	59,077	60,171	60,900	61,629	67,099	68,193	69,287	70,381
	1.62	1.65	1.67	1.69	1.84	1.87	1.90	1.93
13		61,994	62,723	63,453	69,287	70,381	71,475	72,569
		1.70	1.72	1.74	1.90	1.93	1.96	1.99
14			64,547	65,276	71,475	72,569	73,663	74,757
			1.77	1.79	1.96	1.99	2.02	2.05
15				67,099	73,663	74,757	75,851	76,945
				1.84	2.02	2.05	2.08	2.11
16					75,851	76,945	78,039	79,133
					2.08	2.11	2.14	2.17
17					78,039	79,133	80,227	81,321
					2.14	2.17	2.20	2.23
18	60,900	63,817	66,370	68,923	80,227	81,321	82,416	83,510
	1.67	1.75	1.82	1.89	2.20	2.23	2.26	2.29
19	62,723	65,641	68,193	70,746	82,416	83,510	84,604	85,698
	1.72	1.80	1.87	1.94	2.26	2.29	2.32	2.35
20	64,547	67,464	70,017	72,569	84,604	85,698	86,792	87,886
	1.77	1.85	1.92	1.99	2.32	2.35	2.38	2.41

ATTACHMENT A-4

	SCHOOL SUPPORT PERSONNEL SALARY SCHEDULE 2021-2022						
STEP	**0**	**1**	**2**	**3**	**4**	**5**	**6**
MAINTENANCE							
(Employees hired prior to 6/30/06	20.18	21.02	21.57	22.14	22.73	23.34	23.96
BUILDING CUSTODIAN I	19.37	20.18	20.72	21.26	21.82	22.40	23.00
(Employees hired prior to 6/30/06)							
MAINTENANCE	18.60	19.31	19.73	20.16	20.61	21.06	21.52
(Employees hired after 6/30/06)							
BUILDING CUSTODIAN I	17.28	17.96	18.34	18.74	19.14	19.56	19.99
(Employees hired after 6/30/06)							
BUILDING CUSTODIAN II	11.75	12.29	12.54	12.79	13.05	13.31	13.58
(Employees hired after 6/30/06)							
BUILDING SECRETARY	15.98	16.70	17.12	17.56	18.01	18.48	18.96
EDUCATIONAL AIDE	13.88	14.53	14.89	15.26	15.65	16.04	16.45
CLERIACL ASSISTANT	13.88	14.53	14.89	15.26	15.65	16.04	16.45
MAINTENANCE COORDINATOR	22.29	23.34	24.09	24.84	25.59	26.34	27.09

ATTACHMENT A-5

	SCHOOL SUPPORT PERSONNEL						
	SALARY SCHEDULE						
				2022-2023			
STEP	**0**	**1**	**2**	**3**	**4**	**5**	**6**
MAINTENANCE							
(Employees hired prior to 6/30/06	20.18	21.02	21.57	22.14	22.73	23.34	23.96
BUILDING CUSTODIAN I	19.37	20.18	20.72	21.26	21.82	22.40	23.00
(Employees hired prior to 6/30/06)							
MAINTENANCE	18.60	19.31	19.73	20.16	20.61	21.06	21.52
(Employees hired after 6/30/06)							
BUILDING CUSTODIAN I	17.28	17.96	18.34	18.74	19.14	19.56	19.99
(Employees hired after 6/30/06)							
BUILDING CUSTODIAN II	11.75	12.29	12.54	12.79	13.05	13.31	13.58
(Employees hired after 6/30/06)							
BUILDING SECRETARY	15.98	16.70	17.12	17.56	18.01	18.48	18.96
EDUCATIONAL AIDE	13.88	14.53	14.89	15.26	15.65	16.04	16.45
CLERIACL ASSISTANT	13.88	14.53	14.89	15.26	15.65	16.04	16.45
MAINTENANCE COORDINATOR	22.29	23.34	24.09	24.84	25.59	26.34	27.09

ATTACHMENT A-6

	SCHOOL SUPPORT PERSONNEL						
	SALARY SCHEDULE						
				2023-2024			
STEP	**0**	**1**	**2**	**3**	**4**	**5**	**6**
MAINTENANCE							
(Employees hired prior to 6/30/06	20.58	21.44	22.00	22.58	23.18	23.81	24.44
BUILDING CUSTODIAN I	19.76	20.58	21.13	21.69	22.26	22.85	23.46
(Employees hired prior to 6/30/06)							
MAINTENANCE	18.97	19.70	20.12	20.56	21.02	21.48	21.95
(Employees hired after 6/30/06)							
BUILDING CUSTODIAN I	17.63	18.32	18.71	19.11	19.52	19.95	20.39
(Employees hired after 6/30/06)							
BUILDING CUSTODIAN II	11.99	12.54	12.79	13.05	13.31	13.58	13.85
(Employees hired after 6/30/06)							
BUILDING SECRETARY	16.30	17.03	17.46	17.91	18.37	18.85	19.34
EDUCATIONAL AIDE	14.16	14.82	15.19	15.57	15.96	16.36	16.78
CLERIACL ASSISTANT	14.16	14.82	15.19	15.57	15.96	16.36	16.78
MAINTENANCE COORDINATOR	22.74	23.81	24.57	25.34	26.10	26.87	27.63

ATTACHMENT B - SUPPLEMENTAL SALARY SCHEDULE

Base for 2021-2022 & 2022-2023 **$35,752.00**

Supplemental	I	II	III	0-3 years I	4-6 years II	7+ years III
Activities Director	0.20	0.22	0.24	7,150.40	7,865.44	8,580.48
Asst. Activities Director	0.07	0.10	0.13	2,502.64	3,575.20	4,647.76
Head Football	0.15	0.17	0.19	5,362.80	6,077.84	6,792.88
Asst. Football	0.09	0.11	0.13	3,217.68	3,932.72	4,647.76
Middle School Football	0.072	0.088	0.104	2,574.14	3,146.18	3,718.21
Head Volleyball	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Asst. Volleyball	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
Middle School Volleyball	0.055	0.072	0.088	1,966.36	2,574.14	3,146.18
Head Boys Basketball	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Asst. Boys Basketball	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
Middle School Basketball	0.055	0.072	0.088	1,966.36	2,574.14	3,146.18
Head Girls Basketball	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Asst. Girls Basketball	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
Middle School Girls Basketball	0.055	0.072	0.088	1,966.36	2,574.14	3,146.18
Head Baseball	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Asst. Baseball	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
Middle School Baseball	0.055	0.072	0.088	1,966.36	2,574.14	3,146.18
Head Softball	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Asst. Softball	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
Middle School Softball	0.055	0.072	0.088	1,966.36	2,574.14	3,146.18
Head Golf	0.10	0.12	0.14	3,575.20	4,290.24	5,005.28
Head Bowling	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
Head Track	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Asst. Track	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
Middle School Track	0.055	0.072	0.088	1,966.36	2,574.14	3,146.18
Head Cross Country	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
Head Cheerleading	0.09	0.11	0.13	3,217.68	3,932.72	4,647.76
Asst. Cheerleading	0.05	0.07	0.09	1,787.60	2,502.64	3,217.68
Head Wrestling	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
Asst. Wrestling	0.02	0.03	0.04	715.04	1,072.56	1,430.08

Supplemental	I	II	III	0-3 years I	4-6 years II	7+ years III
Drama Director	0.10	0.11	0.12	3,575.20	3,932.72	4,290.24
Asst. Drama Director	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
Senior Class Advisor	0.03	0.05	0.06	1,072.56	1,787.60	2,145.12
Asst. Senior Class Advisor	0.02	0.03	0.04	715.04	1,072.56	1,430.08
Junior Class Advisor	0.06	0.07	0.08	2,145.12	2,502.64	2,860.16
Asst. Junior Class Advisor	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
Yearbook Advisor	0.11	0.12	0.13	3,932.72	4,290.24	4,647.76
Asst. Yearbook Advisor (1)	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
National Honor Society	0.04	0.06	0.08	1,430.08	2,145.12	2,860.16
Student Council - High School	0.04	0.06	0.08	1,430.08	2,145.12	2,860.16
Student Council - Elem. School	0.04	0.05	0.07	1,430.08	1,787.60	2,502.64
Student Council - Trip Advisors M.S.	0.07	0.09	0.11	2,502.64	3,217.68	3,932.72
F.C.C.L.A.	0.04	0.06	0.08	1,430.08	2,145.12	2,860.16
Language Club	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
Camera Club	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
Computer Club	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
School Newspaper	0.04	0.05	0.07	1,430.08	1,787.60	2,502.64
Tech Support High School	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
Tech Support Elementary	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
SADD Advisor	0.04	0.05	0.07	1,430.08	1,787.60	2,502.64
Band	0.13	0.15	0.17	4,647.76	5,362.80	6,077.84
Pep Band	0.02	0.04	0.06	715.04	1,430.08	2,145.12
Majorette/Flag Corps	0.04	0.06	0.08	1,430.08	2,145.12	2,860.16

Supplemental	I	II	III	0-3 years I	4-6 years II	7+ years III
Elementary Saturday Basketball	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
5th & 6th Grade Girls Basketball	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
5th & 6th Grade Boys Basketball	0.04	0.05	0.06	1,430.08	1,787.60	2,145.12
Elementary Intramurals						
Safety Patrol	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
RIF	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
Special Education Secretary	$5,000 per year					
Young Writers Club	0.03	0.04	0.06	1,072.56	1,430.08	2,145.12
Head Girls Golf (Minimum 5 participants)	0.10	0.12	0.14	3,575.20	4,290.24	5,005.28

Academic Competition Day - (performed outside the school day) - $100 per day-long event as approved by the Superintendent.
Overnight Duty - $200 per night (for non-sporting events)

ATTACHMENT B-1 - SUPPLEMENTAL SALARY SCHEDULE

Base for 2023-2024 36,467.04

Supplemental	I	II	III	0-3 years I	4-6 years II	7+ years III
Activities Director	0.20	0.22	0.24	7,293.41	8,022.75	8,752.09
Asst. Activities Director	0.07	0.1	0.13	2,552.69	3,646.70	4,740.72
Head Football	0.15	0.17	0.19	5,470.06	6,199.40	6,928.74
Asst. Football	0.09	0.11	0.13	3,282.03	4,011.37	4,740.72
Middle School Football	0.072	0.088	0.104	2,625.63	3,209.10	3,792.57
Head Volleyball	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Asst. Volleyball	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
Middle School Volleyball	0.055	0.072	0.088	2,005.69	2,625.63	3,209.10
Head Boys Basketball	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Asst. Boys Basketball	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
Middle School Basketball	0.055	0.072	0.088	2,005.69	2,625.63	3,209.10
Head Girls Basketball	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Asst. Girls Basketball	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
Middle School Girls Basketball	0.055	0.072	0.088	2,005.69	2,625.63	3,209.10
Head Baseball	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Asst. Baseball	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
Middle School Baseball	0.055	0.072	0.088	2,005.69	2,625.63	3,209.10
Head Softball	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Asst. Softball	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
Middle School Softball	0.055	0.072	0.088	2,005.69	2,625.63	3,209.10
Head Golf	0.10	0.12	0.14	3,646.70	4,376.04	5,105.39
Head Bowling	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
Head Track	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Asst. Track	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
Middle School Track	0.055	0.072	0.088	2,005.69	2,625.63	3,209.10
Head Cross Country	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
Head Cheerleading	0.09	0.11	0.13	3,282.03	4,011.37	4,740.72
Asst. Cheerleading	0.05	0.07	0.09	1,823.35	2,552.69	3,282.03
Head Wrestling	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
Asst. Wrestling	0.02	0.03	0.04	729.34	1,094.01	1,458.68

Supplemental	I	II	III	0-3 years I	4-6 years II	7+ years III
Drama Director	0.10	0.11	0.12	3,646.70	4,011.37	4,376.04
Asst. Drama Director	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
Senior Class Advisor	0.03	0.05	0.06	1,094.01	1,823.35	2,188.02
Asst. Senior Class Advisor	0.02	0.03	0.04	729.34	1,094.01	1,458.68
Junior Class Advisor	0.06	0.07	0.08	2,188.02	2,552.69	2,917.36
Asst. Junior Class Advisor	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
Yearbook Advisor	0.11	0.12	0.13	4,011.37	4,376.04	4,740.72
Asst. Yearbook Advisor (1)	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
National Honor Society	0.04	0.06	0.08	1,458.68	2,188.02	2,917.36
Student Council - High School	0.04	0.06	0.08	1,458.68	2,188.02	2,917.36
Student Council - Elem. School	0.04	0.05	0.07	1,458.68	1,823.35	2,552.69
Student Council - Trip Advisor M.S.	0.07	0.09	0.11	2,552.69	3,282.03	4,011.37
F.C.C.L.A.	0.04	0.06	0.08	1,458.68	2,188.02	2,917.36
Language Club	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
Camera Club	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
Computer Club	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
School Newspaper	0.04	0.05	0.07	1,458.68	1,823.35	2,552.69
Tech Support High School	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
Tech Support Elementary	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
SADD Advisor	0.04	0.05	0.07	1,458.68	1,823.35	2,552.69
Band	0.13	0.15	0.17	4,740.72	5,470.06	6,199.40
Pep Band	0.02	0.04	0.06	729.34	1,458.68	2,188.02
Majorette/Flag Corps	0.04	0.06	0.08	1,458.68	2,188.02	2,917.36

Supplemental	I	II	III	0-3 years I	4-6 years II	7+ years III
Elementary Saturday Basketball	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
5th & 6th Grade Girls Basketball	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
5th & 6th Grade Boys Basketball	0.04	0.05	0.06	1,458.68	1,823.35	2,188.02
Elementary Intramurals						
Safety Patrol	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
RIF	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
Special Education Secretary	$5,000 per year					
Young Writers Club	0.03	0.04	0.06	1,094.01	1,458.68	2,188.02
Head Girls Golf (Minimum 5	0.10	0.12	0.14	3,646.70	4,376.04	5,105.39

Academic Competition Day - (performed outside the school day) - $100 per day-long event as approved by the Superintendent.

Overnight Duty - $200 per night (for non-sporting events)

ATTACHMENT C – SUPPLEMENTAL SALARY SCHEDULE

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

Base: 2021-2023	$35,752.00
Base: 2023-2024	$36,467.04

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

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

Written supplemental contracts shall include the following information:

A. Name of the employee and name of the Board;

B. Starting and ending date of contract;

C. Assignment;

D. Amount and method of compensation.

E. Provision that the employee abide by all provisions and requirements of the following:

   1. Job description;

   2. Board policies, rules and regulations;

   3. This Negotiated Agreement;

   4. Provisions of law and regulations;

   5. Provision for signatures and dates.

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

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

SUPPLEMENTAL CONTRACTS PAYMENT SCHEDULE

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

A. One lump sum to be paid upon completion of the contract and receipt of request for payment (Attachment G).

B. The payments shall be divided over the regular pay periods from the beginning of the year to the end of the year for the activities that are yearlong.

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

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

ATTACHMENT D – PERSONAL LEAVE REQUEST

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

_____ _____
Name Building

_____ _____
Date of Leave Date of Application

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

_____ 1. Funeral

_____ 2. Mandatory court appearance

_____ 3. Necessary personal, legal, or personal business matter

_____ 4. Family obligation

_____ 5. Religious holiday

_____ 6. Emergency

_____ 7. Unrestricted

_____
Signature of Employee

_____ _____ _____ _____ _____
Principal Verification of Eligibility 1st day 2nd day 3rd day 4th day

_____ _____
Superintendent Approval Disapproved (4 staff limitation)

ATTACHMENT E

Appendix 9

FAIRPORT HARBOR EXEMPTED VILLAGE SCHOOL DISTRICT
FAIRPORT HARBOR, OHIO 44077

REQUEST FOR PROFESSIONAL LEAVE

Name _____ Date Submitted _____

School or Department _____ Position _____

Name of Meeting: _____

Meeting Location: _____ Meeting Date _____

Date(s) of Request of Absense from Duty _____ Total _____

Purpose of Meeting: _____

ESTIMATE OF EXPENSES TO BE REQUESTED FOR REIMBURSEMENT

TRAVEL: $_____(_____Miles @); Meals: $_____ Lodging: $_____

(_____Nights: @_____); Registration: $_____; Other: $_____

(Itemize: _____); Total Estimate of Expenses: $ _____

Signature of Employee: _____ Principal: _____

Approved for _____ days Absence and $_____ (Estimate)

Board Approval: _____

(Submit to Superintendent's Office in Duplicate - Copy to be returned After Approval)

FAIRPORT HARBOR EXEMPTED VILLAGE SCHOOL DISTRICT
REQUEST FOR VOLUNTARY PROFESSIONAL LEAVE

NAME _____ DATE SUBMITTED _____
SCHOOL OR DEPT. _____ POSITION _____
NAME OF MEETING/TRAINING: _____
MEETING LOCATION: _____
DATE(S) OF REQUEST OF VOLUNTARY PROFESSIONAL LEAVE : _____
HOW MANY DAYS OF EXTENDED LEAVE IS THE REQUEST FOR: _____
PURPOSE OF MEETING/TRAINING:_____

ESTIMATE OF EXPENSES TO BE REQUESTED FOR REIMBURSEMENT

TRAVEL: $_____(_____MILES @ _____); MEALS: _____@$55.00 DAILY RATE
AIRFARE:$_____
LODGING:$_____(_____NIGHTS:@_____); REGISTRATION $_____
OTHER:$_____; DAILY RATE $_____@NUMBER OF DAYS_____;
TOTAL ESTIMATE OF EXPENSES:$_____

EMPLOYEE SIGNATURE: _____DATE:_____

PRINCIPAL: _____DATE: _____

Submit to the Superintendent's Office - Copy will be returned after board approval.
The requisition can be submitted upon receipt of the approved leave form.

For Board Office Use Only:

SUPERINTENDENT:_____DATE:_____

BOARD PRESIDENT _____DATE:_____

TREASURER/CFO _____ DATE: _____

APPROVED FOR _____ EXTENDED DAY(S)

Revised 9.29.2021

ATTACHMENT G – FHEA GRIEVANCE FORM

FAIRPORT HARBOR EDUCATION ASSOCIATION

Grievance Form
Step I

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

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

_____

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

_____
_____
_____

RELIEF SOUGHT (Use additional pages, if necessary)

_____
_____
_____

_____ _____
Grievant Date Filed

_____ _____
Administrator Date Received

RESPONSE (Use additional pages, if necessary)

_____
Date of Discussion

_____
_____
_____

_____ _____
Administrator Date of Response

_____ _____
Grievant Date Received

pc: Labor Relation Consultant
FHEA President

FAIRPORT HARBOR EDUCATION ASSOCIATION

Step II Grievance Form

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

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

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Grievant Date Filed

_____ _____

Administrator Date Received

RESPONSE (Use additional pages, if necessary)

_____

_____

_____

_____ _____

Administrator Date

_____ _____

Grievant Date Received

pc: Labor Relation Consultant
FHEA President

FAIRPORT HARBOR EDUCATION ASSOCIATION

Step III Grievance Form

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

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

_____

_____

_____

_____

_____

_____

_____

_____ _____

Grievant Date Filed

_____ _____

Administrator Date Received

RESPONSE (Use additional pages, if necessary)

_____

_____

_____

_____ _____

Administrator Date of Response

_____ _____

Grievant Date Received

pc: Labor Relation Consultant
FHEA President

FAIRPORT HARBOR EDUCATION ASSOCIATION

Step IV Grievance Form

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

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

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Grievant Date Filed

_____ _____

Administrator Date Received

RESPONSE (Use additional pages, if necessary)

_____

_____

_____

_____ _____

Administrator Date of Response

_____ _____

Grievant Date Received

pc: Labor Relation Consultant
FHEA President

ATTACHMENT H

FAIRPORT BOARD OF EDUCATION
Benefit Comparison

Lake County Schools Council Health Care Benefits Program
Adopted Standard Plan Designs: Non-Grandfathered

Revised: 1/25/21

	Traditional PPO Plans				HSA Compatible		HMO
	PPO Plan #2		PPO Plan #1		CDHP (Consumer Driven Health Plan)		MedFlex
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network Only
Benefit Period	January 1st through December 31st						
Dependent Age Limit	Age 26 - Removal end of Month						
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited
LCSC Contribution to Employee Health Savings Account - UPON INITIAL ENROLLMENT ONLY					$250 Single / $500 Family		
Deductible - Single / Family[1]	$250/$500	$500/$1,000	$500/$1,000	$1,000/$2,000	$3,000/$6,000	$6,000/$12,000	$500/$1,000
Coinsurance	10%	30%	20%	40%	10%	50%	20%
Coinsurance Maximum (Excluding Deductible) - Single / Family	$1,000/$2,000	$2,000/$4,000	$2,000/$4,000	$4,000/$8,000	$1,000/$2,000	$10,000/$20,000	$2,000/$4,000
Maximum Out of Pocket (Ded+ Coins+Medical & Drug Copays)[2]	$6,600/$13,200	N/A	$6,600/$13,200	N/A	$4,000/$8,000	N/A	$6,600/$13,200
Physician/Office Services							
Medically Necessary Office Visit (Illness / Injury) Includes Teledoc	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Urgent Care Facility	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Immunizations (tetanus, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide are covered services)	100%	30% after deductible	100%	40% after deductible	100%	50% after deductible	100% (All Immunizations covered)
Preventative / Routine Services							
Preventive Services in accordance with state and federal law	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100% (No Limit)
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To Age 21)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%
Routine Mammogram(One/benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%
Routine Pap Test (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%

Lake County Schools Council Health Care Benefits Program
Adopted Standard Plan Designs: Non-Grandfathered

Revised: 1/25/21

	Traditional PPO Plans				HSA Compatible		HMO
	PPO Plan #2		PPO Plan #1		CDHP (Consumer Driven Health Plan)		MedFlex
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network Only
Routine Exam associated with Pap Test (one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100% (No Limit)
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%
Routine Endoscopies	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%
Routine Labs, X-Rays and Medical Tests	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%
Outpatient Services							
Surgical Services	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Diagnostic Services	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Mental Health and Substance Abuse Services	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Physical / Occupational Therapies (40 visits per benefit period then Med Review)	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Chiropractic Therapy - Professional Only (12 visits/Benefit Period then Med Review)	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Speech Therapy - Facility and Professional (20 visits per Benefit Period then Med Review)	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Cardiac Rehabilitation	90% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Emergency Room[3]	$50 Copay, then 100%		$75 Copay, then 100%		10% after deductible		$200 Copay, then 100%
Non-Emergency use of EmergencyRoom[4]	$50 Copay, then 10%	30% after deductible	$75 Copay, then 20%	40% after deductible	10% after deductible	50% after deductible	Not Covered
Inpatient Services							
Semi-Private Room and Board	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Maternity	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Mental Health and Substance Abuse Services	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Skilled Nursing (100 days/benefit period)	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Organ Transplants	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Other Services							

Lake County Schools Council Health Care Benefits Program
Adopted Standard Plan Designs: Non-Grandfathered

Revised: 1/25/21

	Traditional PPO Plans				HSA Compatible		HMO
	PPO Plan #2		PPO Plan #1		CDHP (Consumer Driven Health Plan)		MedFlex
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network Only
Allergy Testing and Treatments	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Ambulance	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Durable Medical Equipment	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Home Healthcare	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Hospice	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible
Private Duty Nursing	10% after deductible	30% after deductible	20% after deductible	40% after deductible	10% after deductible	50% after deductible	20% after deductible

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

[2]The Maximum Out of Pocket amount will be subject to change based on compliance wih the Affordable Care Act

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

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

PRESCRIPTION DRUGS - COVERED THROUGH CVS/CAREMARK				
30 day supply at Retail Pharmacy				
Generic	$10.00	$10.00	10% after deductible	$10.00
Preferred Brand	$25.00	$30.00	10% after deductible	$30.00
Non-Preferred Brand	$40.00	$50.00	10% after deductible	$50.00
90 day supply at CVS Retail or Mail				
Generic	$20.00	$20.00	10% after deductible	$20.00
Preferred Brand	$50.00	$60.00	10% after deductible	$60.00
Non-Preferred Brand	$80.00	$100.00	10% after deductible	$100.00
Additional Drug Programs:				
Advanced Control Specialty Program	Yes	Yes	Yes	Yes
Maintenance Choice with Opt Out	Yes	Yes	Yes	Yes
Generic Step Therapy	No	No	Yes	No

Advanced Control Specialty Program: A program designed for those with Specialty Medications that provides a dedicated support Care Team to assist you in managing your medication. Visit CVSspecialty.com or 1.800.237.2767

Maintenance Choice with Opt Out Program: The plan covers 3 30-day fill of medications you take regularly at any pharmacy in the network. After that, you can choose to have 90-day supplies of your long-term medications delivered by CVS Caremark Mail Service Pharmacy or pick them up at any CVS Pharmacy (including Target Stores). Note: If you continue to fill in 30-day supplies withouth opting-out of 90-day refills, you will pay 100% of the cost of your long-term medications. If you OPT OUT, it is valid until December 31st. To continue to opt out, you need to contact customer service in January.

Lake County Schools Council Health Care Benefits Program
Adopted Standard Plan Designs: Non-Grandfathered

Revised: 1/25/21

	Traditional PPO Plans				HSA Compatible		HMO
	PPO Plan #2		PPO Plan #1		CDHP (Consumer Driven Health Plan)		MedFlex
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network Only

Generic Step Therapy: This program helps you and your doctor to choose a lower-cost, generic medication as the FIRST STEP in treating your health condition. Generic Step Therapy helps make sure the medicines that are effective and priced right are used first. If you choose to stay on your current, higher-cost brand-name medicine, you may have to pay the full price if you have not tried a generic option to treat your health condition. Your doctor can contact CVS for prior authorization if you have a unique medical situation.

This benefit summary provides a brief outline of the services covered by Medical Mutual and CVS. Refer to your certificate for information regarding the administration of the plan.

ATTACHMENT I

COMPLETION OF SUPPLEMENTAL CONTRACT AND REQUEST FOR PAYMENT

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

_____ for the _____ /_____school year.
(assignment)

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

_____ _____
(Signature) (Date)

_____ _____
(Athletic Director) (Date)

_____ _____
(Principal) (Date)

_____ _____
(Superintendent) (Date)

ATTACHMENT J
EMPLOYEE ADDITIONAL PAY FORM

Fairport Harbor Board of Education
329 Vine Street
Fairport Harbor OH 44077
Phone: 440-354-5400

Fairport Harbor Schools-Authorization To Pay Form

To be completed by employee upon completion of duties requiring additional compensation.

Date:_____

Employee Name: _____

Amount Requested: $_____

Check Reason For Additional Pay Request:

O Attendance Bonus (Ref to article 15.1J)

O Change in Classroom/Work Area ($150-Ref. 11.5 FHEA Contract)

O Class Size (Ref to article 17.1 in FHEA Contract)

O Independent Study ($200 per student per class, please include roster)

O Lead Mentor (.10 of base salary)

O Mentor (.095 of base salary)

O Overload Pay ($2,000 per class)

O Overnight Duty Stipend ($200 per night for non-sporting events)

O Supplemental Pay Completion:

Supplemental Contract Title_____

Uniforms/Equipment all returned ___Yes or _____No→ Reason_____
SERS/STRS Hours for this additional pay, please list additional hours worked outside of your regular workday hours. You cannot get credit for working the same day, hours, and/or weeks twice, so only list the hours that are outside of your regular work day hours. *If you are a full time teacher: Hours, days and weeks are not required* # of Days_____# of Hours_____# of Weeks _____

O Other Reason For Additional Pay (include dates/amount/reason):

_____

Employee Signature: _____Date:_____

Approved for payment by:_____ _____
Principal/Athletic Director Date

Approved By: _____ _____
Superintendent Date Revised 9/2021

ATTACHMENT K

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

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

Name_____

Building and Assignment_____

I certify that my absence on_____
Date(s)

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

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

_____
Physician's Name

_____
Physician's Address

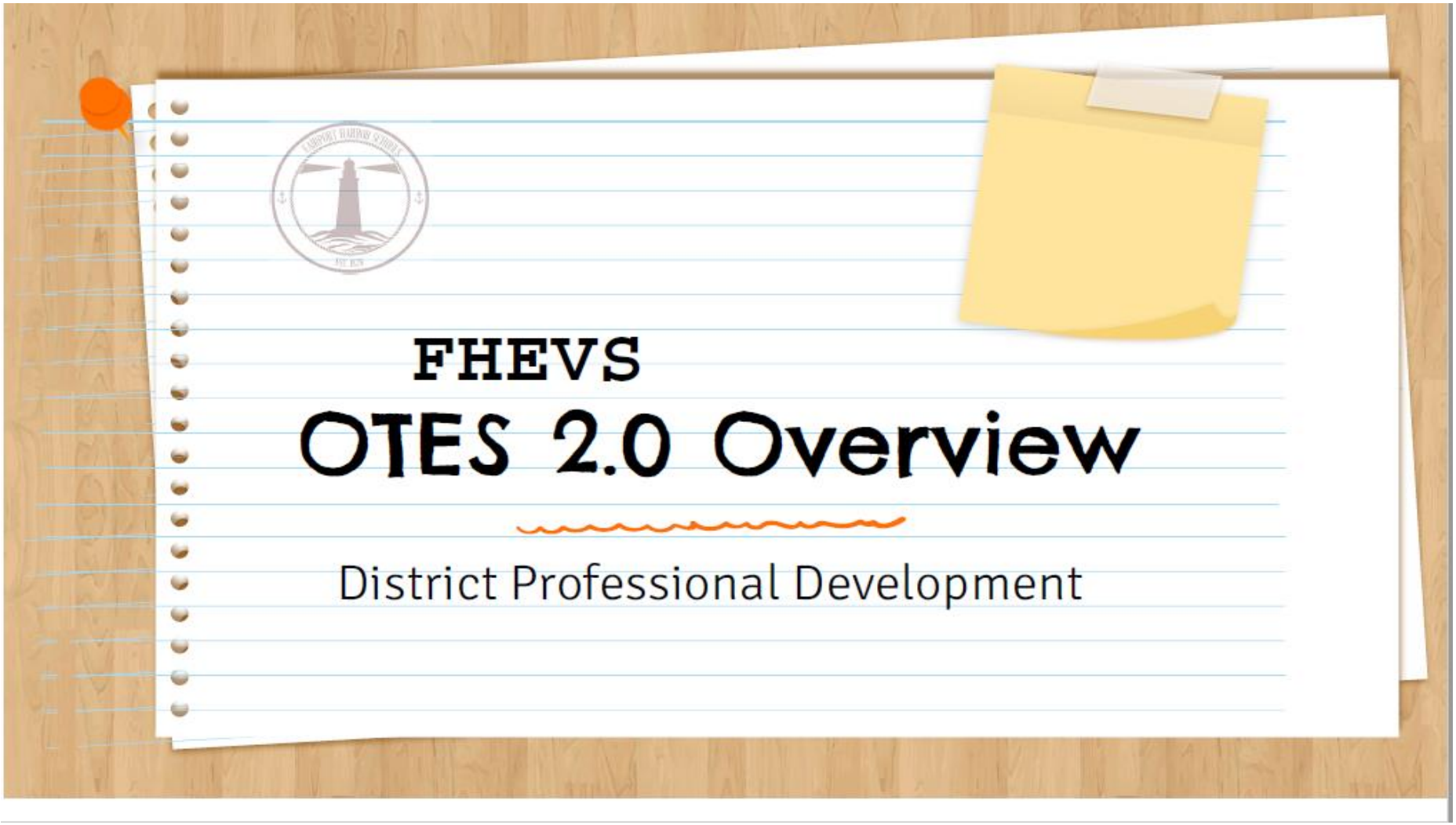
_____
Date(s) of Treatment

_____ _____
Employee's Signature Date

_____ _____
Principal's Signature Date

_____ _____
Superintendent's Signature Date

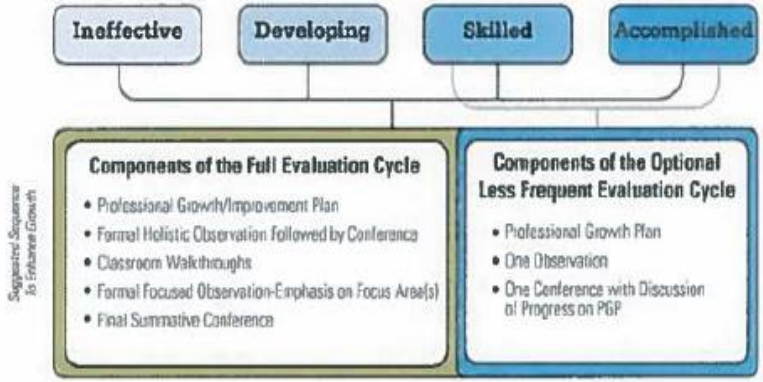
ATTACHMENT L



Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the ***Ohio Standards for the Teaching Profession*** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric.***



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*;
- One Formal Focused Observation – *with an emphasis on identified focus area(s)*: and
- One Summative Conference.

FINAL March 27, 2020

Ohio | Department of Education

What's Changed?

Figure 1—Selecting an Appropriate Plan

Accomplished Final Holistic Rating	Skilled Final Holistic Rating	Developing Final Holistic Rating	Ineffective Final Holistic Rating	No Previous Rating	Professional Growth or Improvement Plan Guidance
•	•	•		•	Growth Plan
			•		Improvement Plan
•					Self-directed by Teacher
	•			•	Jointly Developed by Teacher and Evaluator
		•			Guided by Evaluator
			•		Developed by Evaluator
•	•	•	•	•	Professional Conversations
•	•	•	•	•	Focused Observation with Professional Conversation and Support Based on Previous Holistic Observation
•	•	•	•	•	Mid-Year Progress Check
•	•	•	•	•	End-of-Year Evaluation

High Level of Autonomy

Moderate Level of Autonomy

Low Level of Autonomy

ESTABLISHING GOALS

The ***Ohio Teacher Evaluation System 2.0*** goal-setting process is a way for teachers to enhance or improve specific aspects of teaching. Clear professional goals identify the focus and direction for improving practice and make a direct impact on student learning. Meaningful goals help teachers attain higher levels of performance and effectiveness. The Professional Growth Plan should focus on only one to two goals.

FINAL March 27, 2020

Ohio | Department of Education

OTES 2.0 Domains

OTES 2.0 Framework

INSTRUCTIONAL PLANNING

- Focus for Learning
- Knowledge of Students

INSTRUCTION AND ASSESSMENT

- Lesson Delivery
- Classroom Environment
- Assessment of Student Learning

PROFESSIONALISM

- Professional Responsibilities

Domain Comparisons: Instructional Planning

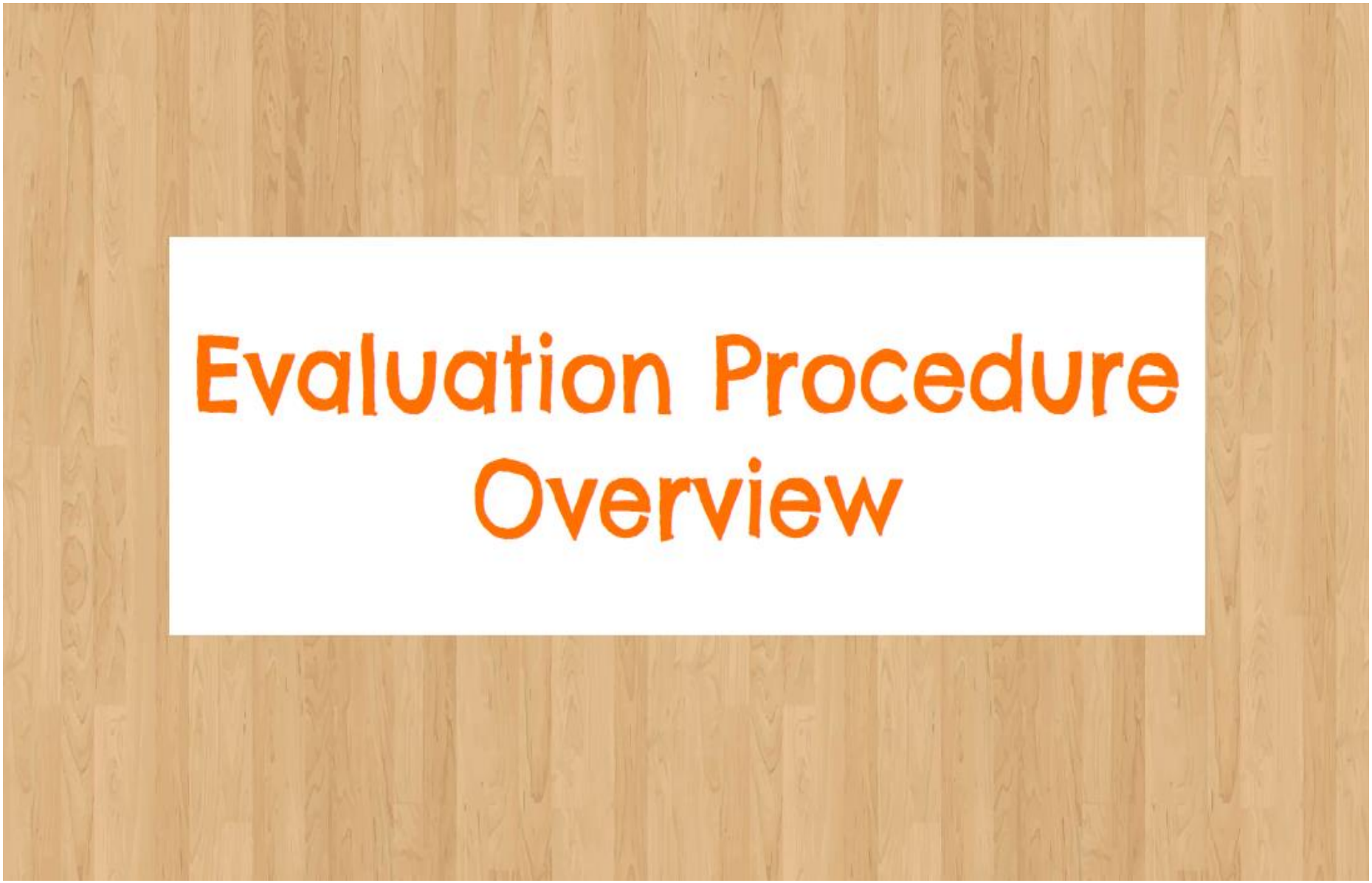
OTES 1.0	OTES 2.0
FOCUS FOR LEARNING	FOCUS FOR LEARNING • Use of High Quality Student Data • Connections to Prior and Future Learning • Connections to State Standards and District Priorities
ASSESSMENT DATA	
PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS	
KNOWLEDGE OF STUDENTS	KNOWLEDGE OF STUDENTS • Planning Instruction for the Whole Child

Domain Comparisons: Instruction & Assessment

OTES 1.0	OTES 2.0
LESSON DELIVERY	LESSON DELIVERY • Communication with Students • Monitoring Student Understanding • Student Centered Learning
DIFFERENTIATION	
RESOURCES	
CLASSROOM ENVIRONMENT	CLASSROOM ENVIRONMENT • Classroom Routines and Procedures • Classroom Climate and Cultural Competency
ASSESSMENT OF STUDENT LEARNING	ASSESSMENT OF STUDENT LEARNING • Use of Assessments • Evidence of Student Learning

Domain Comparisons: Professional Responsibilities

OTES 1.0	OTES 2.0
PROFESSIONAL RESPONSIBILITIES	PROFESSIONAL RESPONSIBILITIES • Communication and Collaboration with Families • Communication and Collaboration with Colleagues • District Policies and Professional Responsibilities • Professional Learning


Evaluation Procedure
Overview

Full Year Cycle Observation

1. The teacher completes a professional growth plan (PGP)/Improvement Plan
2. The teacher participates in a minimum of two formal observations.
3. The teacher participates in a pre and post conference for each formal observation.
4. The teacher participates in a minimum of two (2) informal observations (walkthroughs).

Two Types of Formal Observations

1. First Observation is the Holistic Observation
2. Second Observation is the Focused Observation

There should be a minimum of one Domain selected for a Focus Area. All components under the Domain will be included. The evaluator may provide feedback in all Domains throughout the evaluation process.

"Off Year" Cycle Observation

1. The teacher completes a professional growth plan (PGP)
2. The teacher participates in one scheduled informal observation or, at the teacher's request a formal observation.
3. The teacher participates in a post conference observation.

Professional Growth Plans
PGP's

Professional Growth Plans

1. Teachers rated Accomplished will develop a self-directed professional growth plan and provide it to their evaluator between May 1 of the current school year and September 15 of the following school year. For this year, we will use December 17, 2021 as the last day for PGP's.

2. Teachers rated Skilled will develop a professional growth plan collaboratively with the credentialed evaluator and provide it to their evaluator between May 1 of the current school year and September 15 of the following school year.

3. Teachers with a summative rating of Developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator and provide it to their evaluator between May 1 of the current school year and September 15 of the following school year.

PGP's

Will include one Achievable Goal.

1. Must Align to the District and/or Building Improvement Plans/Academic Instruction.

Pre-Conferences

Pre-Conferences

1. Pre conference will be held before the observation.
2. There is an optional pre-conference question document for the teacher to complete to help guide their planning and provide evidence for the evaluator.
3. Teachers will have access to sample questions and the rubric linked in the staff portal.

Formal Observations

Formal Observations

1. In a full year cycle two formal observations will be required.
2. Each formal observation shall be at least 30 continuous minutes.
3. The first formal observation will be completed on or before October 31st.
4. The teacher participates in a minimum of two (2) informal observations (walkthroughs).

Post-Conferences

Post-Conferences

1. A post conference shall be held after each formal observation before November 14th, 2021.
2. Each formal observation shall be at least 30 continuous minutes.

High Quality Student Data
HQSD

Required Uses of HQSD

The teacher must use the data generated from the HQSD instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning.
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students.
- Informing instruction, adapting instruction to meet student needs based upon the information gained from the data analysis.
- Measuring student learning (achievement and/or growth) and progress towards achieving State/local standards.

HQSD 2021-2022

- High quality student data (i.e. local-determined data that provides evidence of student learning attributable to the teacher being evaluated) will not be utilized in evaluations during the 2021- 2022 school year to the extent prohibited by law.

Throughout the upcoming school year we will work within a district committee to identify approved assessments and process to approve pieces of HQSD for every teacher.

HQSD 2022 and Beyond

1. At least two measures of high-quality student data are used as evidence of student learning attributable to the teacher being evaluated
2. Where applicable, high-quality student data will include value-added progress dimension data.

HQSD Purpose

Teachers will utilize high-quality student data in the following ways:

1. Critically analyze and reflect upon results to support improvement and enhancement of student learning;
2. Assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class;
3. Inform and adapt instruction to meet student needs; and
4. Measure student learning achievement and growth, as well as progress toward achieving state and local standards.

HQSD Qualification

High quality student data will be reviewed and approved by a district committee. It will meet the following criteria:

1. Align to learning standards;
2. Measure what is intended to be measured;
3. Be attributable to a specific teacher for course(s) and grade level(s) taught;
4. Demonstrate evidence of of student learning (achievement and/or academic growth);
5. Follow protocols for administration and scoring;
6. Provide trustworth results; and
7. Not offend or be driven by bias.

OTES 2.0 LINKS

TEACHER PERFORMANCE EVALUATION RUBRIC

PROFESSIONAL GROWTH PLAN

IMPROVEMENT PLAN

FINAL HOLISTIC RATING OF TEACHER EFFECTIVENESS - ACCOMPLISHED OR SKILLED CARRY FORWARD

FINAL HOLISTIC RATING OF TEACHER EFFECTIVENESS - FULL EVALUATION

HIGH-QUALITY STUDENT DATA VERIFICATION FORM

PRE-CONFERENCE PLANNING

WALKTHROUGHS/INFORMAL OBSERVATIONS

Fairport Harbor Schools

Teacher Observation and Evaluation Model

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

Table Of Contents

Page 2 Teacher Growth Model Flow Chart

Page 3 Educator Observation and Reflection Tool

Page 4 Why Do I? How Do I? (ODE reflection tool)

Page 5 Educator Portfolio and Guidelines

Page 6 Student Growth Measure

Pages 7 Walk-Through Classroom Observation Form

Page 8-9 Walk-Through Implementation Guide

Pages 10-12 Teacher Improvement Plan

Pages 13-20 Observation Rubric and Summative Evaluation Form

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Fairport Harbor Schools

Teacher Evaluation Flow Chart

The teacher creates a video of a lesson and watches the lesson making notes. The teacher should then identify areas of strength and areas for development and note them as goals on the worksheet. The teacher collaborates with colleagues and notes suggestions. The teacher should also identify which acceptable student growth measure(s) will be used to demonstrate student growth.

1

The administrator watches the video and discusses the standards with the teacher. At this time, the teacher and administrator create goals for the school year.

2

The teacher begins to build a portfolio of artifacts showing he/she is accomplished on a regular basis throughout the year. (See Artifact Options)

3

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

4

Based on the teacher's score on the rubric and results on the categories on the Student Growth Measure, the administrator will assign the teacher a summative score. The administrator will then go over the rubric and the summative evaluation with the teacher. While there, the administrator will enter the information in eTPS and the teacher may PIN it.

5

The teacher's score will determine the next course of action for the teacher's development plan with the option of carrying goals over to the next school year, selecting new goals, a professional development plan, or an improvement plan.
(See the Summative Evaluation Sheet)

6

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Return to Top

Fairport Harbor Ex. Village Schools

Educator Observation and Reflection Tool

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

Name:	**Date:**	**Grade/ Subject:**
Areas of strength (Indicated OSTP): (Document evidence)		
Areas for growth (indicate OSTP): Document Evidence		

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Return to Top

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Educator Reflection Tool

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

Ohio Department of Education

Observation Videos must include:

View of the room where walls are visible

Panning view of the room

Students/ Work/ or other pertinent information

Return to Top

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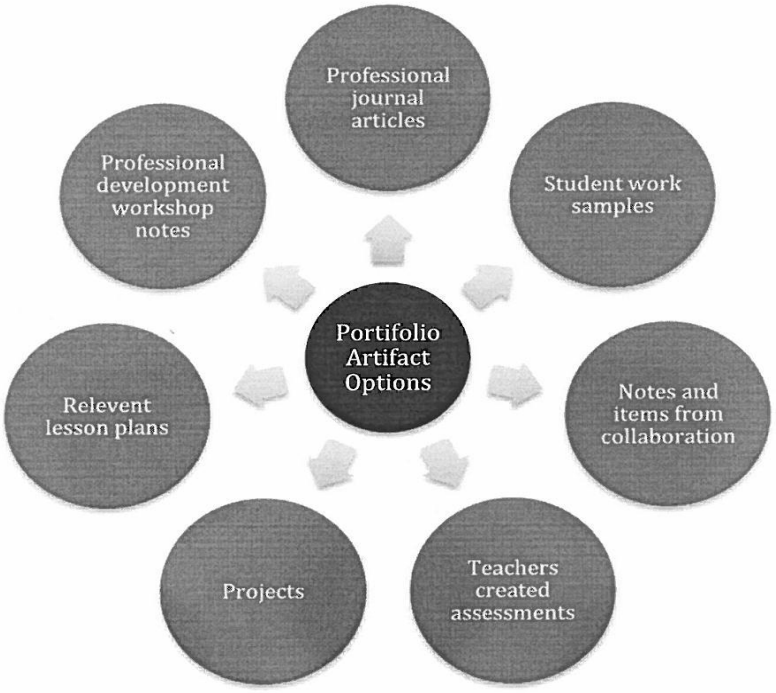
Educator Portfolio

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

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

Optional Artifacts:



The purpose of the optional artifacts is to allow the teacher to provide evidence of their growth and development in working toward mastery of the State Standards. The artifacts should include notations which demonstrate the utilization of the artifacts to drive instruction or otherwise show that the teacher is "Accomplished" based on the requirements in the rubric.

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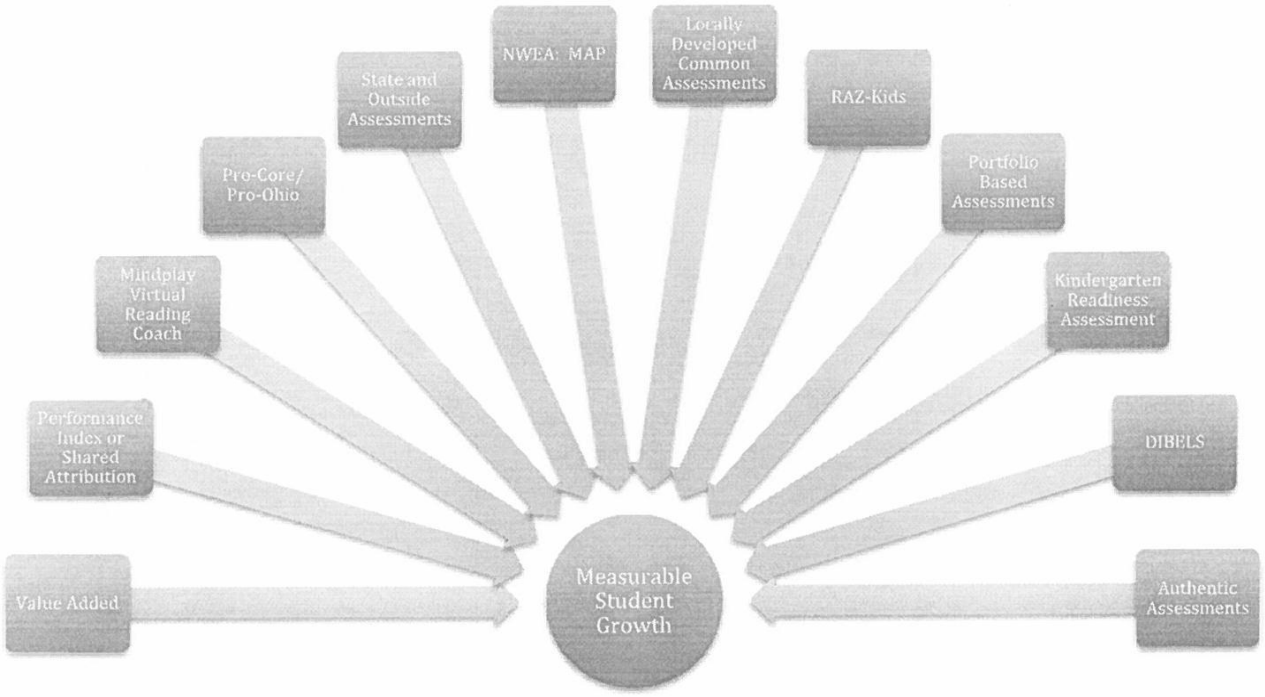
Return to Top

Student Growth Measures

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

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



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Return to Top

Fairport Harbor Schools: Walk-Through Form

Learning Target: _____

Teacher:	Observer:	Time:	Date:

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

- ☐ Differentiated instruction evident
- ☐ Developmentally appropriate environment
- ☐ Evidence of respect for student diversity

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

- ☐ Learning targets are in student-friendly language and deconstructed for student understanding.
- ☐ Standards are linked to what is taught in the classroom.
- ☐ Connects content to other disciplines
- ☐ Connects content to real world and careers
- ☐ Evidence of the use of non-fiction materials

Standard 3: Teacher understands and uses varied assessments to inform instruction, evaluate, and ensure student learning.

- ☐ Data walls are displayed.
- ☐ Data wall is active and allows for student involvement.
- ☐ Formative assessment is used.
- ☐ Feedback given to promote student self -assessment
- ☐ Use of PRO-Core and /or other vendor assessments

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

- ☐ Uses different instructional styles (multiple intelligences)
- ☐ Use of technology
- ☐ Active student involvement
- ☐ Use of strategies and language to actively encourage creative thinking and develop problem-solving skills (Number talks, Think aloud)

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

- ☐ Evidence of research-based classroom management strategies
- ☐ A well-defined management system is posted and in use.
- ☐ Demonstrates a positive rapport with students
- ☐ Evidence of Positive Behavior Support

Return to Top

Learning Walk-Through Implementation Guide

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

Guidelines:

1. Learning walk-throughs are unannounced classroom visits that will be conducted by an administrator or teacher.
2. Learning walk-throughs should provide timely feedback on classroom practices in collaboration with peers.
3. Learning walk-throughs are intended to be a brief snapshot (5-10 minutes) of the teaching and learning that occurs at any given time in the classroom.
4. Learning walk-throughs are not intended to be evaluative but will be included in the teacher development portfolio as supporting evidence for evaluation.
5. Learning walk-throughs will occur for each teacher a *minimum* of 4 times per year (ie. 1 time every 9 weeks)

Teacher									
K									
K									
1									
1									
2									
2									
3									
3									
4									
4									
5									
5									
SpEd.									
Music									
Art									
Science									
Gym									
Title 1									
PreK									
Speech									

Return to Top

Learning Walk-throughs Implementation Guide

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

Guidelines:

1. Learning walk-throughs are unannounced classroom visits that will be conducted by an administrator or teacher.
2. Learning walk-throughs should provide timely feedback on classroom practices in collaboration with peers.
3. Learning walk-throughs are intended to be a brief snapshot (5-10 minutes) of the teaching and learning that occurs at any given time in the classroom.
4. Learning walk-throughs are not intended to be evaluative but will be included in the teacher development portfolio as supporting evidence for evaluation.
5. Learning walk-throughs will occur for each teacher a *minimum* of 4 times per year (ie. 1 time every 9 weeks)

Teacher									
Math									
Language Arts									
Social Studies									
Science									
Art									
Foreign Language									
PE/Health									
Music									
SpEd.									
Speech									
									9

Fairport Harbor Schools
Teacher Improvement Plan

Teacher Name	Grade Level/ Subject	School Year
Building	**Date of Improvement Plan Conference**	

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on the components of the Fairport Harbor Teacher Evaluation Model. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement

List specific areas for improvement as related to the Ohio Standards for the Teaching Profession. Attach documentation.		
Performance Standards Addressed in this Plan	**Dates when Improvement Area or Concern Observed**	**Specific Statement of the Concern: Areas of Improvement**

Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.		
Beginning Date	Ending Date	Level of Performance: Specifically describe successful improvement

Section 3: Specific Plan of Action

Describe in detail specific supports that will be provided as well as opportunities for professional development.	
Actions to be taken	Sources of evidence that will be examined

Section 4: Assistance and professional development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this improvement plan to be evaluated _____/ _____ / _____

Teacher's Signature: _____ Date: _____/_____/_____

Evaluator's Signature: _____ Date: _____/_____/ _____

Improvement Plan Evaluation

Teacher Name: _____ Grade Level / Subject Level: _____

School year: _____ Building: _____ Date of Evaluation: ____/ ____/ ____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrated the following action to be taken:

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.*
- ☐ The Improvement Plan should continue for time specified: _____
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: ____ / ____ / ____

Evaluator's Signature: _____ Date: ____ / ____ /____

The evaluator's signature on this form verifies that the proper procedures as detailed in the contract have been followed.

* The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency- specifically in years 1 through 4 are expected to perform at the Developing level or above. Experienced teachers – with 5 or more years of experience – are expected to meet the Skilled level or above.

Teacher Observation Rubric and Scoring Sheet

Teacher _____ **Subject** _____ **Grade** _____

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

Ohio Content Standards for Educators	Accomplished	Skilled	Developing	Ineffective	Video (A, S, D, I)	*Portfolio (A, S, D, I)	*Walk-through (✓)
Display knowledge of how students learn and of the developmental characteristics of age groups?	The teacher's analysis of student data (student development, student learning, and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.	The teacher's instructional plan draws upon an accurate analysis of the student's development readiness for learning, preferred learning styles and background and prior experiences.	The teacher's instructional plan draws upon a partial analysis of students development, preferred learning styles or backgrounds, and prior experiences and /or the plan is inappropriately tailored to the specific population of students in the classroom.	Minimal or no evidence of knowledge of student development. The teachers plan for instruction does not demonstrate an understanding of student development, preferred learning styles, and/or student backgrounds/prior experiences			
Understand what students know and are able to do and to meet the needs of all students to help them achieve to their full potential?	The teacher demonstrates an understanding of students' background experiences, and describes multiple procedures used to obtain this information. AND uses it to drive instruction.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	The teacher demonstrates some familiarity with students background knowledge or experiences and describes one procedures used to obtain this information.	The teacher demonstrates a lack of familiarity with student's backgrounds and has made no attempts to find this information.			
Respect and recognize students' diverse cultures, language skills and experiences, gifted students, students with disabilities and at-risk students for instruction and intervention	Strong evidence that instruction is modified to meet student need (accommodation or acceleration) The teacher has a positive rapport with ALL students and demonstrates respect for and interest in individual students experiences, thoughts and opinions, for example: The teacher responds quietly, individually and sensitively to student distress.	Some evidence that instruction is modified to meet student need (accommodation or acceleration) The teacher has positive rapport with students and demonstrates respect for and interest in all students, for example: the teacher has an awareness of and connects with students.	Minimal evidence that instruction is modified to meet student need (accommodation or acceleration) The teacher is fair in the treatment of students and establishes a basic rapport with them. For example: the teacher addresses student's questions or comments but does not confirm understanding or follow up.	No evidence that instruction is modified to meet student needs (accommodation or acceleration) Little or no evidence of positive rapport between teacher and students for example the teacher may respond disrespectfully to students or ignore their questions or comments.			

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

Ohio Content Standards for Educators	Accomplished	Skilled	Developing	Ineffective	Video (A, S, D, I)	*Portfolio (A, S, D, I)	*Walk-through (✓)
Connect content to prior and future learning.	The teacher makes clear and coherent connections with students' prior knowledge and future learning- both explicitly to students and within the lesson.	The teacher makes clear connections with students' prior knowledge and future learning.	The teacher makes an attempt to connect the lesson to students prior knowledge to previous lessons or future learning but is not completely successful.	The teacher may give an explanation that is inaccurate or illogical as to how the content connects to previous and future learning.			
Plan and sequence content specific strategies to include important content concepts and processes within the discipline.	Instructional materials and resources are aligned to instructional purposes. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask question. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content concepts and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning, depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.	Instructional materials and resources are aligned to the instructional purposes. The teacher effectively addresses confusion by explaining topics when asked and ensuring understanding The teacher plans and sequences instruction to include the important content concepts and processes in school and district curriculum priorities and in state standards.	The teacher uses appropriate instructional materials to support learning goals. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation.	Instructional materials and resources used for instruction are not relevant to the lesson			
Connect content to other disciplines.	The teacher makes meaningful and relevant connections between lesson content and other disciplines as well as prepares opportunities for students to apply learning from different content areas to solve problems.	The teacher makes connections between lesson content and other disciplines.	The teacher attempts to make connections between lesson content and other disciplines	The teacher does not connect the lesson to other disciplines.			
Connect content to real world and careers.	The teacher makes meaningful and relevant connections between lesson content and real world experiences and careers	The teacher makes connections between lesson content and real world experiences and careers.	The teacher attempts to make connections between lesson content and real world experiences and careers.	The teacher does not make connections between lesson content and real world experiences and careers.			

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

Ohio Content Standards for Educators	Accomplished	Skilled	Developing	Ineffective	Video (A, S, D, I)	*Portfolio (A, S, D, I)	*Walk-through (✓
Know about assessment types and their purposes. Select, develop , and use a variety of diagnostic, formative, and summative assessments to generate data and drive instruction	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and summative assessments into lesson plans	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments, but does not consistently incorporate this knowledge into lesson planning.	The teacher does not plan for the assessment of student learning or does not analyze students learning data to inform lesson plans.			
Analyze data to monitor student progress and learning and to plan, differentiate and modify instruction?	Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.	The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher does not use or only uses one measure of student performance.			
	The teacher uses assessment data to identify students' strengths and needs and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.	The teacher uses assessment data to identify students' strengths and needs and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.	The teacher uses assessments to measure student mastery but may not differentiate instruction based on this information.	The teacher does not routinely use assessments to measure student mastery.			
	The teacher continually checks for understanding and makes adjustments accordingly whole class or individual students. When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.	The teacher checks for understanding at key moments and makes adjustments to instruction, whole class or individual . The teacher responds to student misunderstandings by provides additional clarification.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause additional confusion.	The teacher rarely or never checks the students understanding of content. The teacher fails to make adjustments in response to student confusion.			
Involve learners in self-assessment and goal setting to address gaps between performance and potential while collaborating and communicating student progress with students, parents, and colleagues.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses, The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.	The teacher provides substantiate, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher does not provide students with feedback about their learning.			

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

Ohio Content Standards for Educators	Accomplished	Skilled	Developing	Ineffective	Video (A, S, D, I)	*Portfolio (A, S, D, I)	*Walk-through (✓)
Align my instructional goals and activities with school and district priorities and the Ohio academic content standards?	The teacher establishes challenging and measureable goals for student learning that aligns with the Ohio Standards and reflect a range of student learner needs.	The teacher establishes measureable goals for student learning that aligns with the Ohio Standards and reflect a range of student learner needs.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference Ohio Standards but do not include measureable goals.	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and/or do not reference Ohio Standards.			
Use information about students' learning and performance to plan and deliver instruction that will close the achievement gap?	Utilizes a wide variety of teaching styles/ multiple pathways to address multiple learning styles or intelligence's and students' connections are evident. Demonstrates an instructional delivery that is characterized by active student involvement , positive and frequent student interactions and meaningful instruction goals.	Utilizes a variety of teaching styles/ multiple pathways to address multiple learning styles or intelligence's. Demonstrates an instructional delivery that is characterized by some student involvement , positive student interactions and meaningful instruction goals.	Utilizes a limited number of teaching styles to address multiple learning styles or intelligence's. Demonstrates an instructional delivery that is characterized by limited student involvement and some student interactions. Instruction goals lack meaning.	The teacher does not recognize multiple pathways to address multiple learning styles or intelligence's. Instructional delivery does not encourage student involvement, and instruction goals are not evident.			
Communicate clear learning goals and explicitly link learning activities to those defined goals? Apply knowledge of how students think and learn to instructional design and delivery?	Teacher explanations are clear, coherent and precise. The teacher uses well timed, individualized, developmentally appropriate strategies and language designed to actively encourage, independent, creative, and critical thinking , including the appropriate use of questions and discussion techniques.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information or information may lead students to confusion or limited discussion.	Teacher explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding.			
Differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students?	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively using independent, collaborative, and whole class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.	The teacher supports the learning needs of students' through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher does not attempt to make the lesson accessible and challenging for most students or attempts are developmentally inappropriate.			
Effectively create and select activities, materials and resources including technology that are designed to help students develop as independent learners and complex problem-solvers	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning as complex problem solvers.	Instructional materials and resources are aligned to the instructional purposes, and are appropriate to student learning styles and needs to actively engage students in problem solving .	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students learning styles/needs or actively engage them in learning. Students are engaged in limited problem solving skills.	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students. There is not evidence of student problem solving.			

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

Ohio Content Standards for Educators	Accomplished	Skilled	Developing	Ineffective	Video (A, S, D, I)	*Portfolio (A, S, D, I)	*Walk-through (✓)
Establish a positive rapport built on fair and respectful interactions in a safe environment	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences and opinion. Maintains a physical environment that is comfortable and pleasant in order to provide for the widest variety of student needs.	The teacher has positive rapport with students and demonstrates respect for and interest in all students.	The teacher is fair in the treatment of students and establishes a rapport with them	There is little or no evidence of a positive rapport between the teacher and students.			
Provide routines that allow orderly progression of procedures and students to assume responsibility for their learning.	Routines are well established and orderly and students initiate responsibility for the efficient operation of the classroom. Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole class learning situations.	Routines and procedures run smoothly throughout the lesson, and the students assume age-appropriate levels of responsibility for the efficient operation of the classroom. Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group, and independent work).	Routines and procedures are in place but the teacher may inappropriately prompt or direct students when they are unclear or idle. The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	There are not evident routines or procedures; students seem unclear about what they should be doing or are idle. Transitions are inefficient with considerable instruction time lost. Lessons progress too slowly or quickly so students are frequently disengaged.			
Create a class room management system that allows the environment to be conducive to learning.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research based strategies to lesson disruptive behaviors and reinforce positive behaviors.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual student needs. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate and effective.	Appropriate expectations for students are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors students behavior.	Expectations for behavior are not established or are inappropriate and/or no monitoring of behavior occurs. The teacher responds to misbehavior inappropriately.			

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Standard 6: Teachers collaborate and communicate with students, parents, and other educators, administrators and the community to support student learning.

Ohio Content Standards for Educators	Accomplished	Skilled	Developing	Ineffective	Video (A, S, D, I)	*Portfolio (A, S, D, I)	*Walk-through (✓)
Share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health?	The teacher engages in two way on going communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development. Provides frequent information to parents about the instructional program and student progress	Engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. Provides some information to parents about the instructional program and student progress.	The teacher welcomes communication from families and replies in a timely manner. Provides limited information to parents about the instructional program and student progress.	The teacher creates a learning environment that allows for little or no communication or engagement with families. Provides no information to parents about the instructional program and students progress.			
Collaborate and communicates effectively with other teachers, administrators and school and district staff?	The teacher communicates and collaborates effectively with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial activities.	The teacher uses effective communication strategies and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher uses a variety of strategies to communicate and collaborate with colleagues but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.			
Collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning?	Teachers collaborates effectively with local community agencies , when and where appropriate to promote a positive environment for student learning.	Teachers collaborate with local community agencies , to promote a positive environment for student learning.	Teachers collaborate with local community agencies without purpose and with no link to student learning.	Teachers do not collaborate with local community agencies.			

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Standard 7: Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning S, D, I] (A, S, D, I] ough (✓)

Fairport Harbor Schools
Summative Teacher Evaluation

Lesson Observations

Ohio Teacher Standards	Observation 1 Score (Formative)		Observation 2 Score Final	
Standard 1: The teacher understands student learning and development and respects the diversity of the students he/she teaches.				
Standard 2: The teacher knows and understands the content area for which he/she has instructional responsibility.				
Standard 3: The teacher understands and uses varied assessments to inform instruction, evaluate and ensure student learning.				
Standard 4: The teacher plans and delivers instruction that advances the learning of each individual student.				
Standard 5: The teacher creates learning environments that promote high levels of learning and achievement for all students.				
Standard 6: The teacher collaborates and communicates with students, parents, and other educators, administrators and the community to support student learning.				
Standard 7: The teacher assumes responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.				
Final Teacher Performance Rating				

Selected Student Growth Measure(s)	Measure Score			

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

Accomplished - All goals have shown significant improvement. Teachers at the *Accomplished* level may choose to complete an evaluation cycle once every two years rather than annually. **Action Plan:** The teacher is considered a reflective practitioner and will set his/her own professional goals.

Skilled - One or more of the standards still requires work as determined by the teacher or administrator. **Action Plan:** The teacher continues to grow in the following year and the appropriate number of goals will be added.

Developing- Improvement Plan - Standards have not all been met, however; improvement efforts are well documented. **Action Plan:** The teacher creates an improvement plan for the coming year with support provided by administration.

Ineffective- Improvement Plan including a strategic Professional Development program- Standards are not met, and there is minimal documentation provided showing attempts to improve. **Action Plan:** An Improvement Plan is put into place and expectations directed by administration.

Teacher Signature: _____ Administrator Signature: _____

Date: _____ Date: _____

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-315-3137 or visit us at MedMutual.com/SBC. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 800-315-3137 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	**Network**: **$500**/single, **$1,000**/family Non-Network: **$1,000**/single, **$2,000**/family	Generally, you must pay all of the costs from **providers** up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible**.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and all services with **copayments** are covered and paid by the plan before you meet your **deductible**.	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost sharing** and before you meet your **deductible.** See a list of covered **preventive services** at **https://www.healthcare.gov/coverage/preventive-care-benefits/.**
Are there other deductibles for specific services?	Not applicable.	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance** Limit: **Network**: **$2,000**/single, **$4,000**/family Non-Network: **$4,000**/single, **$8,000**/family **Out-of-pocket Limit**: **Network**: **$6,600**/single, **$13,200**/family	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, the overall family **out-of-pocket limit** must be met.
What is not included in the out-of-pocket limit?	Balance-billed charges, health care this **plan** doesn't cover	Even though you pay these expenses, they don't count toward the **out--of--pocket limit.**
Will you pay less if you use a network provider?	Yes, See **MedMutual.com/SBC** or call 800-315-3137 for a list of participating providers.	This **plan** uses a **provider network.** You will pay less if you use a **provider** in the plan's **network.** You will pay the most if you use an **out-of-network provider,** and you might receive a bill from a **provider** for the difference between the provider's charge and what your **plan** pays (**balance billing**). Be aware, your **network provider** might use an **out-of-network provider,** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No.	You can see the **specialist** you choose without a **referral.**

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		A Network Provider (You will pay the least)	A Network Provider (You will pay the least)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% **coinsurance**	40% **coinsurance**	none
	Specialist visit	20% **coinsurance**	40% **coinsurance**	none
	Preventive care/screening/immunization	No charge	50% **coinsurance**	You may have to pay for services that aren't preventive. Ask your **provider** if the services you need are preventive. Then check what your **plan** will pay for.
If you have a test	**Diagnostic test** (x-ray, blood work)	20% **coinsurance**	40% **coinsurance**	none
	Imaging (CT/PET scans, MRIs)	20% **coinsurance**	40% **coinsurance**	none
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at 1-800-776-1355.	Generic drugs	$10 Retail $20 Mail	$10 Retail $20 Mail	OTCs, Vitamins, Cosmetic products not including Acne medications
	Preferred brand drugs	$30 Retail $60 Mail	$30 Retail $60 Mail	OTCs, Vitamins, Cosmetic products not including Acne medications
	Non-preferred brand drugs	$50 retail $100 Mail	$50 retail $100 Mail	OTCs, Vitamins, Cosmetic products not including Acne medications
	Specialty drugs	Covered according to Preferred or Non-preferred status above	Covered according to Preferred or Non-preferred status above	none
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% **coinsurance**	40% **coinsurance**	none
	Physician/surgeon fees	20% **coinsurance**	40% **coinsurance**	none
If you need immediate medical attention	**Emergency room care**	$75 **copay**/visit	$75 **copay**/visit	none
	Emergency medical transportation	20% **coinsurance**	40% **coinsurance**	none
	Urgent care	20% **coinsurance**	40% **coinsurance**	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		A Network Provider (You will pay the least)	A Network Provider (You will pay the least)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% **coinsurance**	40% **coinsurance**	none
	Physician/surgeon fee	20% **coinsurance**	40% **coinsurance**	none
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Inpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
If you are pregnant	Office visits	No charge	50% **coinsurance**	Cost sharing does not apply to certain preventive services. Depending on the type of services, **copay**, **coinsurance** or **deductible** may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% **coinsurance**	40% **coinsurance**	none
	Childbirth/delivery facility services	20% **coinsurance**	40% **coinsurance**	none
If you need help recovering or have other special health needs	**Home health care**	20% **coinsurance**	40% **coinsurance**	none
	Rehabilitation services	20% **coinsurance**	40% **coinsurance**	none
	Habilitation services	20% **coinsurance**	40% **coinsurance**	none
	Skilled nursing care	20% **coinsurance**	40% **coinsurance**	(100 days per benefit period)
	Durable medical equipment	20% **coinsurance**	40% **coinsurance**	none
	Hospice services	20% **coinsurance**	40% **coinsurance**	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		A Network Provider (You will pay the least)	A Network Provider (You will pay the least)	
If your child needs dental or eye care	Children's eye exam	Not covered on medical but covered under separate stand-alone vision plan	Not covered on medical but covered under separate stand-alone vision plan	none
	Children's glasses	Not covered on medical but covered under separate stand-alone vision plan	Not covered on medical but covered under separate stand-alone vision plan	none
	Children's dental check-up	Not covered on medical but covered under separate stand-alone dental plan	Not covered on medical but covered under separate stand-alone dental plan	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine eye care - adult
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: . Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance **Marketplace**. For more information about the **Marketplace**, visit **www.HealthCare.gov** or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your **plan** for a denial of a **claim**. This complaint is called a **grievance** or **appeal**. For more information about your rights, look at the explanation of benefits you will receive for that medical **claim**. Your **plan** documents also provide complete information to submit a **claim**, **appeal**, or a **grievance** for any reason to your **plan**. For more information about your rights, this notice, or assistance, contact: 800-315-3137.

Does this Coverage Provide Minimum Essential Coverage? **Yes.**
If you don't have **Minimum Essential Coverage** for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? **Yes.**
If your **plan** doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a **plan** through the **Marketplace**.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 800-315-3137.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 800-315-3137.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码800-315-3137.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 800-315-3137.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this **plan** might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of network pre-natal care and a hospital delivery)

The plan's overall deductible	**$500**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$40
Coinsurance	$2,000
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,600**

Managing Joe's type 2 Diabetes
(a year of routine network care of a well-controlled condition)

The plan's overall deductible	**$500**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$500
Copayments	$1,000
Coinsurance	$100
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$1,660**

Mia's Simple Fracture
(network emergency room visit and follow up care)

The plan's overall deductible	**$500**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$0
Coinsurance	$200
What isn't covered	
Limits or exclusions	$40
The total Mia would pay is	**$740**

The plan would be responsible for the other costs of these EXAMPLE covered services.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-315-3137 or visit us at MedMutual.com/SBC. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 800-315-3137 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	**Network**: **$250**/single, **$500**/family Non-Network: **$500**/single, **$1,000**/family	Generally, you must pay all of the costs from **providers** up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible**.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and all services with **copayments** are covered and paid by the plan before you meet your **deductible**.	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost sharing** and before you meet your **deductible.** See a list of covered **preventive services** at **https://www.healthcare.gov/coverage/preventive-care-benefits/.**
Are there other deductibles for specific services?	Not applicable.	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance** Limit: **Network**: **$1,000**/single, **$2,000**/family Non-Network: **$2,000**/single, **$4,000**/family **Out-of-pocket Limit**: **Network**: **$6,600**/single, **$13,200**/family	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, the overall family **out-of-pocket limit** must be met.
What is not included in the out-of-pocket limit?	Balance-billed charges, health care this plan doesn't cover	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**
Will you pay less if you use a network provider?	Yes, See **MedMutual.com/SBC** or call 800-315-3137 for a list of participating providers.	This **plan** uses a **provider network.** You will pay less if you use a **provider** in the plan's **network.** You will pay the most if you use an **out-of-network provider,** and you might receive a bill from a **provider** for the difference between the provider's charge and what your **plan** pays (**balance billing**). Be aware, your **network provider** might use an **out-of-network provider,** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No.	You can see the **specialist** you choose without a **referral.**

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		A Network Provider (You will pay the least)	A Network Provider (You will pay the least)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	10% **coinsurance**	30% **coinsurance**	none
	Specialist visit	10% **coinsurance**	30% **coinsurance**	none
	Preventive care/**screening**/immunization	No charge	50% **coinsurance**	You may have to pay for services that aren't preventive. Ask your **provider** if the services you need are preventive. Then check what your **plan** will pay for.
If you have a test	**Diagnostic test** (x-ray, blood work)	10% **coinsurance**	30% **coinsurance**	none
	Imaging (CT/PET scans, MRIs)	10% **coinsurance**	30% **coinsurance**	none
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at 1-800-776-1355.	Generic drugs	$10 Retail $20 Mail	$10 Retail $20 Mail	OTCs, Vitamins, Cosmetic products not including Acne medications
	Preferred brand drugs	$25 Retail $50 Mail	$25 Retail $50 Mail	OTCs, Vitamins, Cosmetic products not including Acne medications
	Non-preferred brand drugs	$40 Retail $80 Mail	$40 Retail $80 Mail	OTCs, Vitamins, Cosmetic products not including Acne medications
	Specialty drugs	Covered according to Preferred or Non-preferred status above	Covered according to Preferred or Non-preferred status above	none
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% **coinsurance**	30% **coinsurance**	none
	Physician/surgeon fees	10% **coinsurance**	30% **coinsurance**	none
If you need immediate medical attention	**Emergency room care**	$50 **copay**/visit	$50 **copay**/visit	none
	Emergency medical transportation	10% **coinsurance**	30% **coinsurance**	none
	Urgent care	10% **coinsurance**	30% **coinsurance**	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		A Network Provider (You will pay the least)	A Network Provider (You will pay the least)	
If you have a hospital stay	Facility fee (e.g., hospital room)	10% **coinsurance**	30% **coinsurance**	none
	Physician/surgeon fee	10% **coinsurance**	30% **coinsurance**	none
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Inpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
If you are pregnant	Office visits	No charge	50% **coinsurance**	Cost sharing does not apply to certain preventive services. Depending on the type of services, **copay**, **coinsurance** or **deductible** may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% **coinsurance**	30% **coinsurance**	none
	Childbirth/delivery facility services	10% **coinsurance**	30% **coinsurance**	none
If you need help recovering or have other special health needs	**Home health care**	10% **coinsurance**	30% **coinsurance**	none
	Rehabilitation services	10% **coinsurance**	30% **coinsurance**	none
	Habilitation services	10% **coinsurance**	30% **coinsurance**	none
	Skilled nursing care	10% **coinsurance**	30% **coinsurance**	(100 days per benefit period)
	Durable medical equipment	10% **coinsurance**	30% **coinsurance**	none
	Hospice services	10% **coinsurance**	30% **coinsurance**	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		A Network Provider (You will pay the least)	A Network Provider (You will pay the least)	
If your child needs dental or eye care	Children's eye exam	Not covered on medical but covered under separate stand-alone vision plan	Not covered on medical but covered under separate stand-alone vision plan	none
	Children's glasses	Not covered on medical but covered under separate stand-alone vision plan	Not covered on medical but covered under separate stand-alone vision plan	none
	Children's dental check-up	Not covered on medical but covered under separate stand-alone dental plan	Not covered on medical but covered under separate stand-alone dental plan	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine eye care - adult
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: . Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance **Marketplace**. For more information about the **Marketplace**, visit **www.HealthCare.gov** or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your **plan** for a denial of a **claim**. This complaint is called a **grievance** or **appeal**. For more information about your rights, look at the explanation of benefits you will receive for that medical **claim**. Your **plan** documents also provide complete information to submit a **claim**, **appeal**, or a **grievance** for any reason to your **plan**. For more information about your rights, this notice, or assistance, contact: 800-315-3137.

Does this Coverage Provide Minimum Essential Coverage? **Yes.**
If you don't have **Minimum Essential Coverage** for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? **Yes.**
If your **plan** doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a **plan** through the **Marketplace**.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 800-315-3137.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 800-315-3137.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码800-315-3137.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 800-315-3137.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this **plan** might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of network pre-natal care and a hospital delivery)

The plan's overall deductible	**$250**
Specialist coinsurance	**10%**
Hospital (facility) coinsurance	**10%**
Other coinsurance	**10%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$300
Copayments	$40
Coinsurance	$1,000
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,400**

Managing Joe's type 2 Diabetes
(a year of routine network care of a well-controlled condition)

The plan's overall deductible	**$250**
Specialist coinsurance	**10%**
Hospital (facility) coinsurance	**10%**
Other coinsurance	**10%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$300
Copayments	$1,000
Coinsurance	$90
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$1,450**

Mia's Simple Fracture
(network emergency room visit and follow up care)

The plan's overall deductible	**$250**
Specialist coinsurance	**10%**
Hospital (facility) coinsurance	**10%**
Other coinsurance	**10%**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$300
Copayments	$0
Coinsurance	$100
What isn't covered	
Limits or exclusions	$40
The total Mia would pay is	**$440**

The plan would be responsible for the other costs of these EXAMPLE covered services.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-315-3137. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at **MedMutual.com/SBC** or call 800-315-3137 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$3,000/single, $6,000/family **Network** $6,000/single, $12,000/family Non-network	Generally, you must pay all of the costs from **providers** up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the policy, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there services covered before you meet your deductible?	Yes. Certain **preventive care** and all services with **copayments** are covered and paid by the **plan** before you meet your **deductible**.	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost sharing** and before you meet your **deductible.** See a list of covered **preventive services** at **https://www.healthcare.gov/coverage/preventive-care-benefits/.**
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	$4,000/single, $8,000/family **Network** $16,000/single, $32,000/family Non-network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, the overall family **out-of-pocket limit** must be met.
What is not included in the out-of-pocket limit?	**Premiums**, balance-billed charges and other health care this **plan** doesn't cover	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**
Will you pay less if you use a network provider?	Yes. See **MedMutual.com/SBC** or call 800-315-3137 for a list of participating **providers**.	This **plan** uses a **provider network.** You will pay less if you use a **provider** in the plan's **network.** You will pay the most if you use an **out-of-network provider,** and you might receive a bill from a **provider** for the difference between the **provider's** charge and what your **plan** pays (**balance billing**). Be aware, your **network provider** might use an **out-of-network provider** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No.	You can see the **specialist** you choose without a **referral.**

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network (You will pay the least)	Non-Network (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	10% **coinsurance**	50% **coinsurance**	none
	Specialist visit	10% **coinsurance**	50% **coinsurance**	none
	Preventive care/screening/immunization	No charge	50% **coinsurance**	You may have to pay for services that aren't preventive. Ask your **provider** if the services you need are preventive. Then check what your **plan** will pay for.
If you have a test	**Diagnostic test** (x-ray, blood work)	10% **coinsurance**	50% **coinsurance**	none
	Imaging (CT/PET scans, MRIs)	10% **coinsurance**	50% **coinsurance**	none
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at 1-800-776-1355.	Generic drugs	10% **coinsurance**	Does not apply	none
	Preferred brand drugs	10% **coinsurance**	Does not apply	none
	Non-preferred brand drugs	10% **coinsurance**	Does not apply	none
	Specialty drugs	Covered at levels listed above	Does not apply	none
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% **coinsurance**	50% **coinsurance**	none
	Physician/surgeon fees	10% **coinsurance**	50% **coinsurance**	none
If you need immediate medical attention	**Emergency room care**	10% **coinsurance**	10% **coinsurance**	none
	Emergency medical transportation	10% **coinsurance**	50% **coinsurance**	none
	Urgent care	10% **coinsurance**	50% **coinsurance**	none
If you have a hospital stay	Facility fee (e.g., hospital room)	10% **coinsurance**	50% **coinsurance**	none
	Physician/surgeon fee	10% **coinsurance**	50% **coinsurance**	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network (You will pay the least)	Non-Network (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Inpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
If you are pregnant	Office visits	No charge	50% **coinsurance**	**Cost sharing** does not apply to certain preventive services. Depending on the type of services, **copay**/visit, **coinsurance** or **deductible** may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% **coinsurance**	50% **coinsurance**	none
	Childbirth/delivery facility services	10% **coinsurance**	50% **coinsurance**	none
If you need help recovering or have other special health needs	**Home health care**	10% **coinsurance**	50% **coinsurance**	none
	Rehabilitation services	10% **coinsurance**	50% **coinsurance**	none
	Habilitation services	10% **coinsurance**	50% **coinsurance**	none
	Skilled nursing care	10% **coinsurance**	50% **coinsurance**	(100 days per benefit period)
	Durable medical equipment	10% **coinsurance**	50% **coinsurance**	none
	Hospice services	10% **coinsurance**	50% **coinsurance**	none
If your child needs dental or eye care	Children's eye exam	No charge	Not Covered	none
	Children's glasses	Not Covered	Not Covered	Excluded Service
	Children's dental check-up	Not Covered	Not Covered	Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine eye care - adult
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or you may contact the plan at 800-318-2596. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance **Marketplace**. For more information about the **Marketplace**, visit **www.HealthCare.gov** or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your **plan** for a denial of a **claim**. This complaint is called a **grievance** or **appeal**. For more information about your rights, look at the explanation of benefits you will receive for that medical **claim**. Your **plan** documents also provide complete information to submit a **claim**, **appeal**, or a **grievance** for any reason to your **plan**. For more information about your rights, this notice, or assistance, contact: 800-315-3137.

Does this Coverage Provide Minimum Essential Coverage? **Yes.**
If you don't have **Minimum Essential Coverage** for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? **Yes.**
If your **plan** doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a **plan** through the **Marketplace**.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 800-315-3137.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 800-315-3137.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码800-315-3137.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 800-315-3137.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this **plan** might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$3000**
Specialist coinsurance	**10%**
Hospital (facility) coinsurance	**10%**
Other coinsurance	**10%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$3,000
Copayments	$0
Coinsurance	$1,000
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$4,060**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$3000**
Specialist coinsurance	**10%**
Hospital (facility) coinsurance	**10%**
Other coinsurance	**10%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$3,000
Copayments	$0
Coinsurance	$400
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$3,460**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$3000**
Specialist coinsurance	**10%**
Hospital (facility) coinsurance	**10%**
Other coinsurance	**10%**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$40
The total Mia would pay is	**$1,940**

Note: These numbers assume the patient does not participate in the **plan's** wellness program. If you participate in the **plan's** wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-315-3137.

The plan would be responsible for the other costs of these EXAMPLE covered services.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Lake County Schools Council: HMO - MedFlex

Coverage Period: 7/1/2020-6/30/2021

Coverage for: Single or Family | **Plan Type:** HMO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-315-3137. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at **MedMutual.com/SBC** or call 800-315-3137 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$500/single, $1,000/family HMO **Network**	Generally, you must pay all of the costs from **providers** up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there services covered before you meet your deductible?	Yes. Certain **preventive care** and all services with **copayments** are covered and paid by the **plan** before you meet your **deductible**.	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost sharing** and before you meet your **deductible.** See a list of covered **preventive services** at **https://www.healthcare.gov/coverage/preventive-care-benefits/.**
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	Yes, **Coinsurance** Limit: $2,000/single, $4,000/family HMO **Network** Out-of-pocket Limit: $6,600/single, $13,200/family HMO **Network**	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.
What is not included in the out-of-pocket limit?	**Premiums**, balance-billed charges and other health care this **plan** doesn't cover	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**
Will you pay less if you use a network provider?	Yes, See **MedMutual.com/SBC** or call 800-315-3137 for a list of participating **providers**.	This **plan** uses a **provider network.** You will pay less if you use a **provider** in the plan's **network.** You will pay the most if you use an **out-of-network provider,** and you might receive a bill from a **provider** for the difference between the **provider's** charge and what your **plan** pays (**balance billing**). Be aware, your **network provider** might use an **out-of-network provider** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No.	You can see the **specialist** you choose without a **referral.**

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BEN191131293468A-00003 1 of 6

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		HMO Network (You will pay the least)	Non-HMO Network (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% **coinsurance**	Not Covered	none
	Specialist visit	20% **coinsurance**	Not Covered	none
	Preventive care/screening/immunization	No charge	Not Covered	You may have to pay for services that aren't preventive. Ask your **provider** if the services you need are preventive. Then check what your **plan** will pay for.
If you have a test	**Diagnostic test** (x-ray, blood work)	20% **coinsurance**	Not Covered	none
	Imaging (CT/PET scans, MRIs)	20% **coinsurance**	Not Covered	none
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at 1-800-776-1355.	Generic drugs	$10 Retail $20 Mail Order	Does not apply	none
	Preferred brand drugs	$30 Retail $60 Mail Order	Does not apply	none
	Non-preferred brand drugs	$50 Retail $100 Mail Order	Does not apply	none
	Specialty drugs	Covered at levels listed above	Does not apply	none
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% **coinsurance**	Not Covered	none
	Physician/surgeon fees	20% **coinsurance**	Not Covered	none
If you need immediate medical attention	**Emergency room care**	$200 **copay**/visit	$200 **copay**/visit	none
	Emergency medical transportation	20% **coinsurance**	Not Covered	none
	Urgent care	20% **coinsurance**	Not Covered	none
If you have a hospital stay	Facility fee (e.g., hospital room)	20% **coinsurance**	Not Covered	none
	Physician/surgeon fee	20% **coinsurance**	Not Covered	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		HMO Network (You will pay the least)	Non-HMO Network (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits	Not Covered	none
	Inpatient services	Benefits paid based on corresponding medical benefits	Not Covered	none
If you are pregnant	Office visits	No charge	Not Covered	**Cost sharing** does not apply to certain preventive services. Depending on the type of services, **copay**/visit, **coinsurance** or **deductible** may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% **coinsurance**	Not Covered	none
	Childbirth/delivery facility services	20% **coinsurance**	Not Covered	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		HMO Network (You will pay the least)	Non-HMO Network (You will pay the most)	
If you need help recovering or have other special health needs	**Home health care**	20% **coinsurance**	Not Covered	(100 visits per benefit period)
	Rehabilitation services	20% **coinsurance**	Not Covered	(40 visits, then Medical Review - Professional; unlimited - Institutional; Combined with Physical Therapy)
	Habilitation services	20% **coinsurance**	Not Covered	Occupational Therapy: (40 visits, then Medical Review - Professional; unlimited - Institutional; Combined with Physical Therapy) Speech Therapy: (20 visits, then Medical Review - Professional; unlimited - Institutional)
	Skilled nursing care	20% **coinsurance**	Not Covered	(100 days per benefit period)
	Durable medical equipment	20% **coinsurance**	Not Covered	none
	Hospice services	20% **coinsurance**	Not Covered	none
If your child needs dental or eye care	Children's eye exam	No charge	Not Covered	none
	Children's glasses	Not Covered	Not Covered	Excluded Service
	Children's dental check-up	Not Covered	Not Covered	Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Children's dental check-up
- Children's glasses
- Chiropractic care
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Routine eye care - adult

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or you may contact the plan at 800-318-2596. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance **Marketplace**. For more information about the **Marketplace**, visit **www.HealthCare.gov** or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your **plan** for a denial of a **claim**. This complaint is called a **grievance** or **appeal**. For more information about your rights, look at the explanation of benefits you will receive for that medical **claim**. Your **plan** documents also provide complete information to submit a **claim**, **appeal**, or a **grievance** for any reason to your **plan**. For more information about your rights, this notice, or assistance, contact: 800-315-3137.

Does this Coverage Provide Minimum Essential Coverage? Yes.
If you don't have **Minimum Essential Coverage** for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? Yes.
If your **plan** doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a **plan** through the **Marketplace**.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 800-315-3137.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 800-315-3137.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码800-315-3137.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 800-315-3137.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this **plan** might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$500**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$0
Coinsurance	$1,500
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,060**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$500**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$500
Copayments	$1,000
Coinsurance	$100
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$1,660**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$500**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$0
Coinsurance	$300
What isn't covered	
Limits or exclusions	$40
The total Mia would pay is	**$840**

Note: These numbers assume the patient does not participate in the **plan's** wellness program. If you participate in the **plan's** wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

DELTA DENTAL

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0164-0001
Fairport Harbor Exempted Village Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan - Delta Dental of Ohio

Benefit Year - January 1 through December 31

Covered Services -

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services - crowns	25%	25%	25%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	25%	25%	25%
Orthodontic Services			
Orthodontic Services - braces	100%	100%	100%
Orthodontic Age Limit -	up to age 19	up to age 19	up to age 19

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

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Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment - $1,500 per person total per Benefit Year on all services except orthodontic services. $1,000 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 100% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible - $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays and orthodontic services.

Waiting Period - Enrollees who are eligible for Benefits are covered on the first day of the month following the date of hire.

Eligible People - All full-time employees of the Contractor working at least 30 hours per week and all individuals who are eligible for and elect continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they attain the age of 19, and your Dependent unmarried Children who are chiefly dependent upon you for support and maintenance, including but not limited to Children with permanent disabilities.

Coordination of Benefits - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which the employee is terminated.

VSP® Plan Exhibit
Lake County Schools Council
Effective Date: 07/01/2020

	VSP Choice Network
Exam Copay	$10.00
Materials Copay	$15.00
Frequency Based on Plan Year:	
Exam:	Calendar Year
Lenses:	Calendar Year
Frame:	Calendar Year
VSP Diabetic Eyecare Plus Program℠	$20 copay per visit
Exam Coverage	
WellVision Exam®	Covered in full after copay
Contact Lens Exam (Fitting & Evaluation)	Standard and Premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60 15% off not available at Costco® Optical
Lens Coverage	
Basic Prescription Lenses: (Glass or plastic)	
Single vision	Covered in full after copay
Lined bifocal	
Lined trifocal	
Lenticular	
Lens Enhancements Prices shown reflect standard selections; premium or custom options may also be available.	Most popular are covered with a copay, saving an average of 20-25%

	Single Vision	Multifocal
Anti-reflective Coating:	$41	$41
Polycarbonate for Children:	$0	$0
Polycarbonate for Adult:	$31	$35
Standard Progressives:	N/A	$0
Premium & Custom Progressives:	N/A	$95 - $175
Photochromics	$70	$82
Scratch-resistant Coating:	$17	$17

Costco® Optical prices already include savings. Members will pay the Usual & Customary fee.

Frame Coverage	
VSP Doctors and Retail Chains	$150 allowance; plus 20% off any amount above the allowance
Costco® Optical	$80 allowance
Contact Lens Coverage	
Elective Contact Lenses (prescription contact lenses, in lieu of glasses)	$150 allowance
Necessary Contact Lenses Not available at Retail Chains or Costco® Optical	Covered in full after copay
Value-added Program	
VSP Laser VisionCare℠ Program Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer
Out-of-Network Schedule	
Eye Exam:	$45.00
Single Vision:	$30.00
Lined Bifocal:	$50.00
Lined Trifocal:	$65.00
Lenticular:	$100.00
Progressive:	$50.00
Frame:	$70.00
Elective Contact Lenses:	$105.00
Necessary Contact Lenses:	$210.00

Lake County Schools Council
Preventive and Health Assessment Threshold Incentive

Enrolled employees in the medical plan must complete:

- At least one of the following routine/preventive services (When age and gender appropriate):
    - Bone Density
    - Breast Cancer Screening
    - Complete Blood Count
    - Cervical Cancer Screening
    - Cholesterol Screening
    - Colorectal Cancer Screening
    - Diabetes Screening
    - Glucose Screening
    - Lab & Radioimmunoassay
    - Metabolic Panel
    - Physical Exam
    - Prostrate Cancer Screening
    - Urinalysis

  Data will be retrieved from Medical Mutual's Claims system. A claim must be filed with Medical Mutual for the test to be included in the counts. Reminder – if the employee is utilizing a Network provider, routine exams and lab work are covered at 100%, not subject to a deductible under all plan options.

- Completion of Medical Mutual's Health Risk Assessment found on its "My Health Plan" website.

DISTRICT INCENTIVE:

- If the district achieves 75% participation, or greater, they will qualify for a 1% decrement off medical funding rates for the next fiscal year.
- For 7/1/19, all districts will receive the 1% decrement regardless of their base line participation for Calendar Year 2018.
- LCSC will use the average enrollment for Calendar Year 2019 for eligible employees enrolled in a medical plan option (considerations may apply if there are any significant enrollment swings).

TIMEFRAMES:

For Fiscal Year beginning 7/1/20, to qualify:

- The claims report from Medical Mutual will be run for dates of service: January 1, 2019 – February 28, 2020.
- The Health Risk Assessment Report will be run for completion: January 1, 2019 – December 31, 2019.

The data will be complied and provided to each district during the April, 2020 Appropriations Meeting.

Lake County Schools Council
Health Savings Account Incentive

1. A district must offer the LCSC High Deductible Health Plan (HDHP) to employees.

2. When the employee initially enrolls in the HDHP plan, they will be required to set up a Health Savings Account with Medical Mutual (fees may apply).

    a. NOTE: There may be restrictions on who can open a Health Savings Account based on IRS regulations (i.e. individuals over the age of 65). Please refer to the IRS regulations for Health Savings Accounts.
    b. LCSC will work with Medical Mutual as the vendor for the Health Savings Accounts.

3. The employee will receive a one-time deposit of $250 single or $500 family into the Health Savings Account no later than 90 days from the effective date of coverage (or when the H.S.A. account is opened).

    a. It is the district's responsibility to direct funds into the individual's Health Savings Account.
    b. The district will need to submit the H.S.A. Incentive Form to LCSC's Fiscal Agent that lists the employee name, contract type and dollar value.
    c. LCSC's fiscal agent will send the funds to the individual district as reimbursement.
    d. It is the district's responsibility to track the deposits.Districts can also provide additional funds to the employee's Health Savings Account, per IRS regulations. Additionally, employees may also fund their accounts. Please refer to the IRS regulations for the fund limits, catch-up provisions and additional regulations.

MEMORANDUM OF UNDERSTANDING
BETWEEN FAIRPORT HARBOR EVSD BOARD OF EDUCATION AND
THE FAIRPORT HARBOR EDUCATION ASSOCIATION

WHEREAS, the Board of Education for the Fairport Harbor Exempted Village School District ("Board") and the Fairport Harbor Employees Association ("Association") are parties to a collective bargaining agreement ("CBA");

NOW THEREFORE, in consideration of the mutual agreements and promises made herein, the Board and the Association agree as follows:

To allow an 8-hour custodian1/custodian2 position for a current employee for the 2014-2015 and 2015-2016 school years. The current custodian1/custodian2 staff member will be paid 3 hours as Custodian 1 and 5 hours as Custodian 2, receiving full rights and benefits afforded to all full-time employees in the CBA. Pay will be consistent on all contracted days, including calamity, vacation, sick, or any other paid day as defined in the CBA. The employee will not be required to submit a calendar as these are two roles that will constitute one full-time position.

FOR THE UNION:

Rebecca A Grunda
President

6-5-14
Date

Vice President

6-5-14
Date

FOR THE BOARD:

Domenic Paolo, Superintendent

Date

Lew Galante, Treasurer

6/11/14
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN FAIRPORT HARBOR EVSD BOARD OF EDUCATION AND
THE FAIRPORT HARBOR EDUCATION ASSOCIATION

WHEREAS, the Board of Education for the Fairport Harbor Exempted Village School District ("Board") and the Fairport Harbor Employees Association ("Association") are parties to a collective bargaining agreement ("CBA");

NOW THEREFORE, in consideration of the mutual agreements and promises made herein, the Board and the Association agree as follows:

To incorporate the new teacher evaluation language in Article 8.5, Article 21, and Appendix I as attached. The Board and Association further agree to eliminate the Memorandum of Agreement on page 73 of the 2012-2014 CBA.

FOR THE UNION:

Rebecca A Grunda
President

6-5-14
Date

Vice President

6.5.14
Date

FOR THE BOARD:

Domenic Paolo, Superintendent

Date

Lew Galante, Treasurer

6/11/14
Date