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K #28973

NEGOTIATED AGREEMENT

BETWEEN

STATE EMPLOYMENT
RELATIONS BOARD
2012 NOV -2 P 2:27

FAIRFIELD UNION BOARD OF EDUCATION

and

FAIRFIELD UNION EDUCATION ASSOCIATION

JULY 1, 2012 - JUNE 30, 2015

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PART A. COLLECTIVE BARGAINING PROVISIONS

ARTICLE 1. RECOGNITION

1. The Fairfield Union Board of Education, hereinafter referred to as the "Board", recognizes the Fairfield Union Education Association, Central Ohio Education Association, Inc., Ohio Education Association, and National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of certificated employees of the Board defined in Section B. below.
2. **Definitions**
 - A. **Board of Education** - The Fairfield Union Local School District Board of Education acting as a corporate entity.
 - B. **Board** - Anyone designated by the Board of Education to act in its behalf in a particular circumstance.
 - C. **District** - Fairfield Union Local School District.
 - D. **Association** - The Fairfield Union Education Association, Central Ohio Education Association, Inc., Ohio Education Association and National Education Association.
 - E. **Unit Member** - A member of the bargaining unit.
 - F. **Superintendent** - Superintendent or his/her designee.
 - G. **Day** - A calendar day unless otherwise indicated.
 - H. **Holiday** - During the school calendar year affecting unit members, a weekday that the staff is not scheduled to work.
 - I. **School Day** - A day when students are in session.
 - J. **Agreement** - The Negotiated Agreement between Fairfield Union Board of Education and Fairfield Union Education Association.
 - K. **ESC** - Educational Service Center of Fairfield County.
 - L. **ORC** - Ohio Revised Code.

ARTICLE 2. BARGAINING UNIT

The bargaining unit shall consist of all full-time, non-administrative certificated employees currently employed under a regular limited, or continuing contract with the Board exclusive of casual day to day subs and less than half-time employees, hereinafter shall

be defined as unit members. Administrative employees shall be defined as all those who have authority to hire, assign, or discipline employees of the Board, to direct the activities of Board employees, to negotiate or administer negotiated agreements on behalf of the Board, or to responsibly participate in the formulation of policy on behalf of the Board.

ARTICLE 3. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

1. Either party may request negotiations for a successor Agreement by issuing a notice to negotiate to the other party between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement.

2. **Alternate Dispute Resolution**

In the event an agreement is not reached and further progress is viewed as unlikely by either party, the Association or the Board shall call for the assistance of the Federal Mediation and Conciliation Service ("FMCS"). The mediation process will last at least ten (10) days from the assignment of the mediator and may continue by mutual agreement of the parties.

The Association can strike providing the contract has expired, the impasse process has been exhausted and the Association has issued the requisite ten (10) day notification of intention to go on strike, indicating the date and time of day the job action is to commence.

3. **Scope of Negotiations**

Issues pertaining to salaries, fringe benefits, other terms or conditions of employment and the continuation, modification, or deletion of this Agreement shall be negotiated upon request of the Board or the Association in accordance with the provisions of this Agreement.

ARTICLE 4. BOARD RIGHTS

Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to make all decisions essential to the conduct and management of the school as prescribed by law.

ARTICLE 5. ASSOCIATION RIGHTS

As the sole and exclusive bargaining agent, the following shall be Association rights:

1. The Association shall have the right to use school buildings for meetings in compliance with Board Policy when not in conflict with school activities.
2. The Association shall have the right to use school facilities and equipment, including computers, copiers, calculating machines, and audio-visual equipment.

The school will be reimbursed for all supplies used and equipment damaged by the Association at cost and billing.

3. The Association shall have the right to use all school bulletin boards with approval of the building principal.
4. The Association shall have the right to use the inter-school communication system.
5. Payroll deductions for membership dues will be made in sixteen (16) equal amounts beginning in October.
6. The Board agenda shall be sent to the Association President via district email and made available at the Board office to the Association at the time it is made available to the Board.
7. The Board approved minutes shall be posted on the District intra-net.
8. A read-only copy of the negotiated agreement shall be posted on the district intranet and the FUEA President shall receive a bound and printed version of the contract with the completed original signature page within sixty (60) days after ratification by the Association and adoption by the Board at Board expense.
9. The Association shall have twenty (20) days per school year available to all members, but subject to approval of the Association President, not cumulative from year to year, to use for the purpose of attending meetings and conventions that apply to Association business. All expenses excluding a substitute teacher(s) are the responsibility of the Association or Association member(s).
10. Each school year, the Association President shall have a pool of up to ten (10) work days he/she may be released from his/her normal work duties to conduct Association business. These days may be used in increments of 1/4, 1/2 or full days upon provision of 24 hours prior notice to the building principal when possible. These release days are in addition to Association Leave days provided for in number 9 above.
11. An additional twelve (12) days of association leave shall be made available to members of the FUEA Bargaining Team during the year in which the parties are negotiating a successor agreement. These days shall be divided among six (6) team members at no more than two (2) days each. These days are for negotiation preparation, not actual negotiation time.
12. These association days are subject to the limitation of numbers in Article 23, Personal Leave, Section 1. If the association leave requests exceed these numbers, approval is subject to the availability of a substitute teacher.

ARTICLE 6. GRIEVANCE PROCEDURE

GRIEVANCE DEFINITIONS

1. **Grievance Policy:** The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby unit members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all unit members and no reprisals of any kind shall be taken against any unit member for initiating or participating in the grievance procedure with the goal of resolving the grievance at the lowest level possible. All grievance referral forms must be signed by the alleged aggrieved party and the respondent. Timelines are to be strictly adhered to unless mutually agreed to otherwise in writing.
2. **Grievant:** A grievant is defined as a unit member and/or the Association, jointly.
3. **Grievance:** Any complaint involving an alleged violation, misinterpretation, or misapplication of the terms of the written agreement.
4. **Representation:** An aggrieved unit member shall have the right to represent self or to be represented at any hearings provided herein by a representative of the Association.
5. **Waiver:** The fact that a unit member does not bring a grievance alleging a violation of the contract in a particular situation shall not serve as a waiver of any of the Association's rights under the contract, and will not set a precedent as an interpretation of any provision of the contract.
6. **Day:** A workday as defined in Article 32 (2).

GRIEVANCE PROCEDURE

Step One: Any unit member having a grievance shall first discuss such alleged grievance with the immediate supervisor within twenty (20) days of when the grievant knew or should have known of the situation causing the alleged grievance. If the discussion does not resolve the alleged grievance to the satisfaction of the grievant, he/she may proceed to Step Two.

Step Two: If Step One did not resolve the grievance, the grievant shall have the right to lodge a written grievance with the building principal within twenty (20) days of when the grievant knew or should have known of the situation causing the alleged grievance. If the grievance is not within the realm of authority of the principal to resolve, the

grievant may proceed to Step Three. The unit member shall have the right to request a hearing before the building principal.

The building principal shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested within five (5) days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the unit member, the Superintendent, and the Association's designated representatives.

Step Three: If the action taken by the building principal does not resolve the alleged grievance to the satisfaction of the unit member, such unit member may then appeal in writing within five (5) days of the last action, directly to the Superintendent's office. A hearing shall be held by the Superintendent within five (5) days after receipt of the written grievance appeal.

The Superintendent shall give written response on the appeal of the alleged grievance within five (5) days after the hearing. Copies shall be sent to the grievant, the building principal, and the Association's designated representatives.

Step Four: If the written response by the Superintendent does not resolve the alleged grievance to the satisfaction of the grievant, he/she may then appeal in writing within five (5) days of the last action to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board in Executive Session.

The Board shall act upon such appeal no later than its next regular meeting. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the grievant. A written response shall be sent to the grievant, Superintendent, building principal and the Association's designated representatives within ten (10) days.

Step Five: If the action taken by the Board is not acceptable to the grievant, the grievant and the Association may within five (5) days file a request with the Superintendent to take the grievance to arbitration.

The selection of an arbitrator and procedure will be handled through the American Arbitration Association (AAA) voluntary rules.

The arbitrator shall have no authority to add to, subtract from, or modify any provision of the contract. The arbitrator shall not have the authority to rule on any issue contrary to current statute. The arbitrator shall issue recommendations in a timely fashion. The arbitrator's award shall be binding in nature upon both parties.

The parties shall equally share the cost of the arbitration with each party being responsible for the cost of their respective representative.

ARTICLE 7. CONTRARY TO LAW

If any provision of this document or any application of the document to any unit member shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within ninety (90) days by demand of either party.

ARTICLE 8. ARTICLES AND AMENDMENTS

The policy statements and regulations attached hereto in the form of articles are made a part of this document and future amendments shall be negotiated in conformance with the procedures described above.

ARTICLE 9. CHALLENGE ELECTION PROCEDURES

In the event a rival labor organization attempts to secure bargaining agent rights for the defined bargaining unit, said petition and any subsequent elections shall be conducted by the State Employment Relations Board under their rules and regulations.

PART B. SALARY AND BENEFITS PROVISIONS

ARTICLE 10. SALARY SCHEDULE

A. Salary Schedule Regulations

The unit member calendar is based on one hundred eighty-four (184) days.

Item 1. The B Degree column means an earned degree of a B.S. or a B.A. and at least a provisional certificate/license.

The 150 semester hour column is a B.A. or B.S. inclusive of a minimum of 150 semester hours. The semester hours in this column include CEU's at the rate of 3 CEU's = 1 semester hour.

Master's Degree column means a Master's degree.

M+30 means 30 semester hours of credit earned after the Master's degree is received. The semester hours in this column include CEU's at the rate of 3 CEU's = 1 semester hour.

CEU's must be submitted to and approved by the LPDC and earned after July 1, 2000.

Course work must be from an accredited institution recognized by the Ohio Department of Education.

Item 2. a. If a unit member becomes eligible to move from one salary column to another, that unit member shall be moved to that column following submission with the Treasurer of the Board and after the County Superintendent provides satisfactory evidence of the completion of such additional training. Satisfactory evidence of the completion of such additional training shall be provided as follows:

- 1) Member must submit the transcript of the courses establishing eligibility to move to another column to the ESC with a copy to the Treasurer;
- 2) The ESC will verify the transcripts and send to the Treasurer a list of hours earned by unit members;
- 3) The Treasurer will move the member(s) to the appropriate columns, which will be effective no more than two (2) pay cycles from the date the Treasurer receives the list from the ESC.

b. If a unit member becomes eligible to move from one salary column to another by the conversion of the CEU's to semester hours, the LPDC will certify this conversion to the Treasurer. That unit member will be moved to the new column following certification by the LPDC to the Treasurer.

Item 3. Upon initial employment, experience credit on the salary schedule must meet the following criteria:

- a. New unit members to the school district will be granted full experience for teaching in public and private schools.
- b. Credit shall be given for each year of active military service to a maximum of five (5) years. A year shall consist of at least eight (8) months.
- c. A unit member must have been under contract or substituted a minimum of one hundred twenty (120) days of the regular school year to receive one (1) year experience credit.

- Item 4. After being assigned for sixty (60) consecutive school days in the same position, a substitute teacher will be placed on a regular salary schedule according to training and experience and awarded a permanent substitute contract, for the duration of their assignment. Such teacher shall also be granted all other benefits of a regular unit member.
- Item 5. Bargaining unit members who intend to retire may express to the Superintendent interest in post-retirement employment with the district. The Superintendent shall meet with the member, before January 15th when practical, to advise the member as to whether the Superintendent will recommend that the Board re-employ the member. If the Board hires a retired certificated individual, he/she shall receive pro-rated compensation in accordance with his/her education and experience on the salary schedule.

B. Retirees

1. In the event a vacancy arises, the Board will comply with the requirements of Article 27, Notification and Posting of Vacancies.
2. Notwithstanding any other provision of this contract or any contrary provision of law, if the Board hires an individual who has retired pursuant to the requirements of STRS, during his/her employment with the Board that individual will be employed under one year contracts and will receive service credit for no more than ten (10) years of previous service. Once employed, the retiree shall be placed on the appropriate education column of the salary schedule and shall not advance beyond step 10 in experience regardless of years of service in Fairfield Union Local Schools or elsewhere. This teacher shall receive increases in pay resulting from an increase in the base salary.
3. Most situations involving the re-employment of retirees occur during the summer months, so the 60 day STRS requirement before re-employment is not an issue in those situations.

Should a Unit Member retire and be re-employed during the school year, the member may be immediately re-employed to avoid disrupting instruction, and thereby waiving the two month waiting period. If immediately re-employed, then the Unit Member forfeits retirement benefits for each month employment occurred during the waiting period.

Therefore, if a Unit Member is immediately re-employed, rather than observe the two month waiting period, the Unit Member will be re-employed at the earned training and experience levels until the waiting period has expired and the Unit Member begins to draw STRS retirement earnings. Then, the Unit Member will move to step 10 on the salary schedule, per Article 10.B. Also, the Unit Member will be eligible for health/medical insurance benefits with the District, along with vision, dental and life insurance, during this two month waiting period, until the

STRS health benefits become available. After the Unit Member is eligible for STRS medical benefits, the Unit Member will be eligible for dental, life and vision insurance only from the District.

Any retiree hired shall take health insurance from STRS, unless ineligible by STRS rules. In this case, the retiree may choose to participate in the school district's health insurance plan and not participate in the health insurance plan offered by the Board.. Retirees shall be eligible to participate in vision, dental and life insurance plans. If STRS regulations change, the parties will bargain pursuant to Article 37 of the Negotiated Agreement.

4. Retirees shall have no right to displace or bump other unit members, and there is no right of recall in the event of a reduction in force.
5. There is no right to re-employment upon retirement.

C. Tutors

1. Before the opening of each school year, or shortly after, the administration will establish the work schedule for each tutor. Work schedules are based upon a number of factors including the funding source, the needs of the students and the testing schedules, so the hours, schedules and services will vary from building to building. Tutors will be assigned into one of the following categories:

Group A—The calendar for tutors in this group will coincide with the student calendar.

Group B—Tutors in this salary group will begin their school year on a schedule set by the administration and end their year at the conclusion of the spring State testing cycle.

Group C—Tutors in this salary group are considered to be short term, special purpose tutors who are employed for a specific period of time; tutors in this group are generally funded by a grant that has very limited funds and/or that may not continue from year to year.

2. The daily hours assigned will then determine each tutor's eligibility for insurance and tuition reimbursement benefits, as described in the Insurance and Tuition Reimbursement articles of the Negotiated Agreement. In addition to the daily hour requirement, a tutor must be scheduled for at least 120 days during a school year to be eligible for insurance and tuition reimbursement benefits. Tutors scheduled for less than 120 days are not eligible for benefits.
3. If hours increase or decrease during the school year, and the change effects eligibility for benefits, then the district share will change from that point in the year, according to the provisions of the insurance article in the Negotiated Agreement.

4. Once the hours are established, tutors will be paid on the regular 26/27 payroll periods. Tutors will not submit a time sheet for these scheduled hours.
5. If a tutor is asked and agrees to work beyond the regularly scheduled time, then a time sheet will be submitted for the additional time.
6. If a tutor's earnings do not result in sufficient income to pay the cost of the benefits, the District will invoice the tutor for the balance.

FAIRFIELD UNION LOCAL
SCHOOL DISTRICT

EFFECTIVE: 7-1-2012
ADOPTED:
2.0% INCREASE

SCHEDULE A
TEACHERS
2012-2013

Step	Base Salary	Index	B Degree	Index	150 Sem. Hrs.	Index	M Degree	Index	M+30 Hrs.
0	34,467	1.000	34,467	1.040	35,846	1.100	37,914	1.150	39,637
1	34,467	1.040	35,846	1.085	37,397	1.150	39,637	1.200	41,360
2	34,467	1.080	37,224	1.130	38,948	1.200	41,360	1.250	43,084
3	34,467	1.120	38,603	1.175	40,499	1.250	43,084	1.300	44,807
4	34,467	1.160	39,982	1.220	42,050	1.300	44,807	1.350	46,530
5	34,467	1.200	41,360	1.265	43,601	1.350	46,530	1.400	48,254
6	34,467	1.240	42,739	1.310	45,152	1.400	48,254	1.450	49,977
7	34,467	1.280	44,118	1.355	46,703	1.450	49,977	1.500	51,701
8	34,467	1.320	45,496	1.400	48,254	1.500	51,701	1.550	53,424
9	34,467	1.360	46,875	1.445	49,805	1.550	53,424	1.600	55,147
10	34,467	1.400	48,254	1.490	51,356	1.600	55,147	1.650	56,871
11	34,467	1.440	49,632	1.535	52,907	1.650	56,871	1.700	58,594
12	34,467	1.480	51,011	1.580	54,458	1.700	58,594	1.750	60,317
13	34,467	1.520	52,390	1.625	56,009	1.750	60,317	1.800	62,041
15	34,467	1.575	54,286	1.690	58,249	1.825	62,902	1.875	64,626
20	34,467	1.630	56,181	1.755	60,490	1.900	65,487	1.950	67,211
25	34,467	1.685	58,077	1.820	62,730	1.975	68,072	2.025	69,796
27	34,467	1.740	59,973	1.885	64,970	2.050	70,657	2.100	72,381
31	34,467	1.795	61,868	1.950	67,211	2.125	73,242	2.175	74,966

FAIRFIELD UNION LOCAL
SCHOOL DISTRICT

EFFECTIVE: 7-1-2013
ADOPTED:
1.5% INCREASE

SCHEDULE A
TEACHERS
2013-2014

Step	Base Salary	Index	B Degree	Index	150 Sem. Hrs.	Index	M Degree	Index	M+30 Hrs.
0	34,984	1.000	34,984	1.040	36,383	1.100	38,482	1.150	40,232
1	34,984	1.040	36,383	1.085	37,958	1.150	40,232	1.200	41,981
2	34,984	1.080	37,783	1.130	39,532	1.200	41,981	1.250	43,730
3	34,984	1.120	39,182	1.175	41,106	1.250	43,730	1.300	45,479
4	34,984	1.160	40,581	1.220	42,680	1.300	45,479	1.350	47,228
5	34,984	1.200	41,981	1.265	44,255	1.350	47,228	1.400	48,978
6	34,984	1.240	43,380	1.310	45,829	1.400	48,978	1.450	50,727
7	34,984	1.280	44,780	1.355	47,403	1.450	50,727	1.500	52,476
8	34,984	1.320	46,179	1.400	48,978	1.500	52,476	1.550	54,225
9	34,984	1.360	47,578	1.445	50,552	1.550	54,225	1.600	55,974
10	34,984	1.400	48,978	1.490	52,126	1.600	55,974	1.650	57,724
11	34,984	1.440	50,377	1.535	53,700	1.650	57,724	1.700	59,473
12	34,984	1.480	51,776	1.580	55,275	1.700	59,473	1.750	61,222
13	34,984	1.520	53,176	1.625	56,849	1.750	61,222	1.800	62,971
15	34,984	1.575	55,100	1.690	59,123	1.825	63,846	1.875	65,595
20	34,984	1.630	57,024	1.755	61,397	1.900	66,470	1.950	68,219
25	34,984	1.685	58,948	1.820	63,671	1.975	69,093	2.025	70,843
27	34,984	1.740	60,872	1.885	65,945	2.050	71,717	2.100	73,466
31	34,984	1.795	62,796	1.950	68,219	2.125	74,341	2.175	76,090

FAIRFIELD UNION LOCAL
SCHOOL DISTRICT

EFFECTIVE: 7-1-2014
ADOPTED:
1.00% INCREASE

SCHEDULE A
TEACHERS
2014-2015

Step	Base Salary	Index	B Degree	Index	150 Sem. Hrs.	Index	M Degree	Index	M+30 Hrs.
0	35,334	1.000	35,334	1.040	36,747	1.100	38,867	1.150	40,634
1	35,334	1.040	36,747	1.085	38,337	1.150	40,634	1.200	42,401
2	35,334	1.080	38,161	1.130	39,927	1.200	42,401	1.250	44,168
3	35,334	1.120	39,574	1.175	41,517	1.250	44,168	1.300	45,934
4	35,334	1.160	40,987	1.220	43,107	1.300	45,934	1.350	47,701
5	35,334	1.200	42,401	1.265	44,698	1.350	47,701	1.400	49,468
6	35,334	1.240	43,814	1.310	46,288	1.400	49,468	1.450	51,234
7	35,334	1.280	45,228	1.355	47,878	1.450	51,234	1.500	53,001
8	35,334	1.320	46,641	1.400	49,468	1.500	53,001	1.550	54,768
9	35,334	1.360	48,054	1.445	51,058	1.550	54,768	1.600	56,534
10	35,334	1.400	49,468	1.490	52,648	1.600	56,534	1.650	58,301
11	35,334	1.440	50,881	1.535	54,238	1.650	58,301	1.700	60,068
12	35,334	1.480	52,294	1.580	55,828	1.700	60,068	1.750	61,835
13	35,334	1.520	53,708	1.625	57,418	1.750	61,835	1.800	63,601
15	35,334	1.575	55,651	1.690	59,714	1.825	64,485	1.875	66,251
20	35,334	1.630	57,594	1.755	62,011	1.900	67,135	1.950	68,901
25	35,334	1.685	59,538	1.820	64,308	1.975	69,785	2.025	71,551
27	35,334	1.740	61,481	1.885	66,605	2.050	72,435	2.100	74,201
31	35,334	1.795	63,425	1.950	68,901	2.125	75,085	2.175	76,851

ARTICLE 10. SALARY SCHEDULE (Continued)

Tutor Salary Schedule

	Hourly Rate	Hourly Rate	Hourly Rate
<u>YEARS EXP.</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
0	\$20.83	\$21.14	\$21.35
1	\$22.12	\$22.45	\$22.67
2	\$23.43	\$23.78	\$24.02
3	\$24.74	\$25.11	\$25.36
4	\$26.02	\$26.41	\$26.67
5	\$27.34	\$27.75	\$28.03
6	\$28.63	\$29.06	\$29.35

ARTICLE 11. SUPPLEMENTAL DUTIES

Supplemental Duty Salary Schedule

1. Filling the following positions is at the discretion of the Board upon recommendation of the administration. Such decisions shall be based upon the number of student's involved and financial considerations.
2. When new supplemental positions are added, the administration may make initial placement on the extra duty salary schedule, subject to negotiation at the next round of bargaining.
3. During the term of this contract, if a bargaining unit member believes that a position should be added to the list of supplemental contract positions in the contract, he/she shall submit the proposal to the FUEA building representative, who will then discuss it with the FUEA President and the building principal. Then, if endorsed by the FUEA, the unit member will provide to the principal a written description of the duties and responsibilities of the position and the amount of time spent on the job. The Administration will then evaluate whether

to add this position and, if so, it will be placed on the schedule, subject to bargaining when the contract expires.

4. If the administration determines that an additional supplemental position is necessary, the Principal will discuss it with the FUEA Building Representative and the Superintendent, who will then inform the FUEA President. The new position will be placed on the supplemental duty salary schedule, consistent with similar existing positions, if any, subject to negotiation at the next round of bargaining.
5. When the state provides grant money to fund resident educator activities, the funds will be divided between the mentor and the resident educator with 60% being paid to the mentor, and 40% to the resident educator. If no state grant funds specifically earmarked for RE activities are provided, then the district will pay the mentor only according to the supplemental salary groupings.
6. Salary experience levels for those teaching summer programs will reflect the experience levels in effect for the immediately preceding school year.
7. Supplemental Contract Payment Schedule

Groups 1 – 6

Positions in Supplemental Salary Groupings one to six (1-6) will be paid in two (2) equal installments. (Fall will be paid in September and December; winter will be paid in December and March; spring will be paid in March and June.) Positions for the summer will be paid in one (1) lump sum in September. Year long supplemental contracts will be paid in two (2) equal installments in December and June.

Groups 7 – 11

Positions in supplemental salary groupings seven to eleven (7-11) and coordinator/supervisory positions will be paid in one (1) lump sum at the completion of the supplemental duty. However, supplemental contracts for the summer will be paid in one (1) lump sum in September. Year long supplemental contracts will be paid in two (2) equal installments in December and June.

Other

Positions paid by time sheet (e.g., elementary summer program) will be paid in the next possible paycheck.

8. These percentages are multiplied times the current BA/0 year experience salary level.

<u>GROUP</u>	<u>0 - 1 YEARS</u>	<u>2 - 4 YEARS</u>	<u>5 - 9 YEARS</u>	<u>10+ YEARS</u>
I	.12	.14	.16	.165
II	.10	.12	.14	.145
III	.08	.10	.12	.123
IV	.075	.095	.110	.113
V	.07	.08	.09	.093
VI	.06	.07	.08	.083
VII	.045	.055	.065	.068
VIII	.04	.05	.06	.063
IX	.03	.04	.05	.053
X	.015	.0225	.03	.033
XI	.01	.015	.02	.023

Supplemental Duty Salary Groupings

GROUP I

Director of Music
 Head Football
 Marching Band
 Track Coordinator
 Head Basketball
 Athletic Trainer w/o Asst-Fall
 Athletic Trainer w/o Asst-Winter
 Athletic Trainer w/o Asst-Spring

GROUP II

Head Wrestling
 Head Baseball
 Head Softball
 Athletic Activities
 Head Track

GROUP III

Head Volleyball
 Choral Director
 Head Cross Country
 Head Golf
 Head Soccer

GROUP IV

Asst. Varsity Football
 Asst. Varsity Basketball
 Reserve Basketball
 Summer Music
 Asst. Marching Band
 Athletic Trainer with Asst-Fall
 Athletic Trainer with Asst-winter
 Athletic Trainer with Asst-Spring

GROUP V

H.S. Yearbook
 Asst. Varsity Baseball
 Asst. Varsity Wrestling
 Asst. Varsity Track
 Asst. Varsity Volleyball
 Asst. Varsity Softball
 Reserve Soccer
 Reserve Baseball
 Reserve Softball
 Reserve Volleyball
 Reserve Golf
 Freshman Basketball
 Freshman Football

Middle School Football
 Middle School Wrestling
 7th Grade Basketball
 8th Grade Basketball
 Asst Athletic Trainer-Fall
 Asst Athletic Trainer-Winter
 Asst Athletic Trainer-Spring

GROUP VI

Freshman Volleyball
 Jr. High Volleyball
 Jr. High Track
 Jr. High Cross Country
 Jr. High Baseball
 Jr. High Softball
 Class Play/Musical/Variety Show
 Fall High School Cheer-leading
 Winter High School Cheerleading

GROUP VII

Director of Guidance
 Fall Middle School Cheerleading
 Winter Middle School Cheerleading
 Technology Liaison

GROUP VIII

E.L.J.W.B. Jazz Ensemble
 Summer Football
 Summer Basketball
 Summer Baseball
 Summer Softball
 Summer Volleyball
 Summer Soccer
 Winter Track
 Wrestling Conditioning

GROUP IX

Fall Freshman Cheer-leading
 Winter Freshman Cheer-leading
 Academic Challenge Adv.
 Winter/Spring Weight Training
 Marching Band Corps
 Class Advisor: 9th, 10th, 11th, 12th
 Middle School Honor Society

High School Honor Society
 High School Student Council
 Middle School Student Council

GROUP X

Business Technology Club
 Future Teachers of America
 Fall Homecoming Dance
 Winter Homecoming Dance
 Middle School Science Olympiad
 High School Science Olympiad
 Fall Marching Band Corps
 Summer Marching Band Corps
 Middle School Yearbook
 Dance Team

GROUP XI

Foreign Language Club
 Science Club
 Industrial Arts Club
 Ski Club
 Math Counts
 Pep Band
 Science Fair
 Key Club
 Writer's Club

EYT MENTOR

(\$500 Each)

COORDINATOR/SUPERVISORY POSITIONS

(\$150 Stipend)

Spelling Bee
 Power of the Pen
 Right-to-Read
 Writer's Showcase
 Geography Bee

Science Fair Projects—Tutor Rate, 0 level on time sheet; 15 minutes per student involved submitted to Science Dept. Chair by Jan. 20

Summer Supplemental Positions

1. **Summer School Tutoring**

A. **Elementary Program Coordinator** - \$2,000

B. **Elementary and Secondary Summer School:**

	Hourly Rate	Hourly Rate	Hourly Rate
<u>YEARS EXP.</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
0	\$20.83	\$21.14	\$21.35
1	\$22.12	\$22.45	\$22.67
2	\$23.43	\$23.78	\$24.02
3	\$24.74	\$25.11	\$25.36
4	\$26.02	\$26.41	\$26.67
5	\$27.34	\$27.75	\$28.03
6	\$28.63	\$29.06	\$29.35

Summer school tutors will have at least ten hours of paid planning time prior to the start of summer school and then one hour per day during the summer school program.

C. **High School Summer Physical Education**

\$2,000 per supplemental contract for the current 3 teachers (R. Stoughton and R. Sines); the summer school tutor schedule will be used for any new members who teach high school summer physical education.

The maximum class size for summer physical education is 30 students per section. Any teacher who has more than 25 students, but fewer than 31, will receive an additional stipend of \$50 per student for each student over 25 in a particular section. Students above 25 will be equitably distributed over all of the summer physical education sections.

Department Heads and Instructional Leaders

Department Head and Instructional Leader positions shall be rotated in three (3) year cycles. A unit member may not serve more than three (3) years as a department head at which time the position shall be posted. If no other member expresses interest in the

position, then the incumbent may serve an additional three (3) year term. All Department Head and Instructional Leader positions will be paid on one (1) lump sum in June.

The Board and Association agree that the following Department Head and Instructional Leader positions will be created:

Departmental Heads I (stipend \$500.00)

(3 or more individuals per department)

Secondary (9-12)

1 from Math

1 from Science

1 from Social Studies

1 from Language Arts

1 from Fine Arts (Industrial Arts, Art)

1 from Business

1 from Foreign Language

Departmental Heads II (stipend \$250.00)

1 from Family and Consumer Sciences

1 from OWE/OWA

1 from Vocational Agriculture

1 from Special Education

1 from Health/Physical Education

1 High School Tutoring Coordinator

K- 8 Instructional Leaders (stipend \$500.00)

One for each grade level per building as follows:

1 from P and PK

1 from Grade 1

1 from Grade 2

1 from Grade 3

1 from Grade 4

1 from Grade 5

1 from Grade 6

1 from Grade 7

1 from Grade 8

5-8 Specials

Literacy/Intervention Coordinator

Student Teacher Supervisor (stipend = University reimbursement)

The job descriptions for Departmental Heads and Instructional Leaders developed by the Board and Association are included in the appendices.

ARTICLE 12. PAY PERIODS

Twenty-six (26) paychecks shall be distributed to unit members every other Friday or according to a schedule mutually agreed to by the parties. A facsimile of the paycheck stub shall be emailed by the Treasurer's Office.

An exception to the twenty-six (26) pay period cycle occurs one (1) year each six (6) or seven (7) years. Since the twenty-six (26) pay period schedule is based upon a three hundred sixty-four (364) day year (14 days X 26 pay periods = 364), during a year in which a twenty-seventh (27th) pay period occurs, rather than miss a pay check, a unit member's annual salary will be paid in twenty-seven (27) installments, rather than twenty-six (26).

Unit members will be required to have all payrolls (including supplemental salaries) direct deposited into up to three (3) checking/saving/ investment accounts of their choice, effective July 1, 2006.

The first three (3) weeks of each school year shall be the open enrollment period. Unit members hired during the year, or currently employed unit members who experience a significant life status change, (e.g. divorce, death of spouse, etc.) may enroll during the year. A facsimile of the paycheck stub shall be e-mailed at the same time as regular paychecks to unit members with the same information as is on a regular paycheck.

ARTICLE 13. PAYROLL DEDUCTIONS AND FAIR SHARE FEE

Unit members will have the right to request payroll deductions. In months that have three (3) pay periods, deductions will be made in equal amounts from the first two (2) pay periods.

Payroll deductions may be made in the following areas:

1. Association Dues

- A. A unit member may have dues of the National Education Association (NEA), the Ohio Education Association (OEA), Central Ohio Education Association, Inc. (COEA) and the Fairfield Union Education Association (FUEA) deducted.
- B. The Association will provide the Treasurer signed, payroll deduction authorization forms, including the annual amount of Association dues and/or assessments to be made on or before February 1 annually.
- C. Such authorization will continue annually, thereafter, unless a member revokes such authorization, using an Association provided form, during a thirty (30) day withdrawal period ending August 31.

- D. If for any reason the Board fails to make a deduction for any unit member as above provided, it shall make that deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the unit member. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure, providing that such errors have been corrected in keeping with the provisions of this Agreement. The Board recognizing the Association as the exclusive representative of the bargaining unit shall not permit payroll deduction of dues for any competing organization.

2. **Lan-Fair Federal Credit Union**

- A. Deductions may be requested in equal amounts for savings accounts any time.
- B. Deductions may be requested in equal amounts for loans at any time during the year.
- C. Credit union deposits are made semi-monthly.

3. **United Way**

4. **EPAC**

5. **Tax Sheltered Annuities**

6. **Fairfield Union Education Association Scholarship Fund**

All unit members requested deductions shall be forwarded to the proper authorities at the end of the month in which it was deducted.

7. **Fair Share Fee**

Effective August 1, 2002, and during each year thereafter, the Board will agree to deduct from the paychecks of any bargaining unit members who elect not to be members of the Fairfield Union Education Association/OEA/NEA (hereinafter referred to as "Union") an annual fair share fee in accordance with the Ohio Revised Code and the below-listed procedure. Any existing bargaining unit member who is as of that date of attainment not a dues-paying Union member shall be required to pay a fair share fee as long as that member is employed in the district. This obligation does not require any member of the bargaining unit to become a member of the Union.

Subject to the payroll deduction provision of this agreement, the Employer shall deduct from the pay of members of the bargaining unit who elect not to remain members of the Union a fair share fee for the Union's representation of such non-members during the term of this contract.

No non-member shall be required to subsidize ideological causes not germane to the Union's duties as collective bargaining agent, collective bargaining, contract administration, and grievance adjustment.

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the Union) shall be transmitted by the Union to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Union. In no event will the Board be liable for any fair share fee amount.

Payroll deduction of such annual fair share fee shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- a. sixty days' employment in a bargaining unit position, or
- b. January 15

The Employer further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining, contract administration, and grievance adjustment.

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

The Union on behalf of itself and the OEA and NEA agrees to indemnify the Board, individual members of the board in both their personal and professional capacities, its officers and employees for any cost or liability

incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Employer shall give written notice as soon as practicable of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
- b. The Union shall reserve the right to designate counsel to represent and defend the Employer;
- c. The Employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
- d. The Employer acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

At any time before or during the Union's defense of a claim against the Board pursuant to the above section, the Board has the right to waive indemnification from the Union and provide its own defense to any such claim. In the event of such waiver, the above provisions shall cease to apply to that claim.

ARTICLE 14. STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board agrees with the Association to STRS "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System paid on behalf of the unit members, at no cost to the Board, under the following terms and conditions:

1. The amount to be picked-up on behalf of each unit member shall be the rate set by the State Teachers Retirement System. The unit member's annual compensation shall be reduced at no cost to the Board, by an amount equal to the amount picked-up by the Board for the purpose of State and Federal Tax only.
2. The pick-up percentage shall apply uniformly to all unit members as a condition of employment.
3. No unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the unit member's daily gross pay prior to reduction as basis (e. g., gross pay divided by the number of days in a unit member's contract).

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.

If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 15. INSURANCE

1. **General Provisions**

- A. Unit members who are assigned to a position for less than full time are entitled to the district's share of insurance benefits at the following levels:

Up to & including 3½ hours-50%
Above 3½ hours through 5 hours-75%
Above 5 hours-100%

- B. For all unit members hired prior to September 1, 2000, each unit member shall pay ten percent (10%) per month of the premium for single or family medical (including prescription) coverage. The Board shall pay ninety percent (90%) per month of the monthly single or family premium. All unit members hired after September 1, 2000, shall pay fifteen percent (15%) of the premium and the Board shall pay eight-five percent (85%). Effective January 1, 2013 all unit members shall pay fifteen percent (15%) of the premium and the Board shall pay eight-five percent (85%).

For dental, vision and life insurance, the Board pays one hundred percent (100%) of the premium, subject to item A above.

- C. A unit member may change the benefit package by notifying the Treasurer between September 1 and September 30 or the open enrollment period established by the insurance plan. However, in case of life change circumstances, they will be added into all benefit plans when requested (life change = death of spouses, spouse loses insurance or is unemployed, divorce, etc.) pursuant to the procedures established in accordance with COBRA.

- D. Unit members may participate in a Section 125 Health Care Premium Plan and/or Flexible Spending Account (FSA) causing the deduction of health care premiums and/or unit member designated amounts for deposit in an FSA account from gross salary before taxes are applied. The Board will pay the administrative costs, if any, for the FSA and the fee for one card (credit/debit or whatever is provided by the FSA plan administrator) per unit member (Board will pay for 1 card per family; cost of additional card(s) to be paid by unit member).

2. **Medical and Prescription Insurance Summary**

Refer to part G of Agreement, items 1, 2 and 3 for a summary of benefits.

3. **Group Life Insurance**

Group life insurance in the amount of forty thousand dollars (\$40,000) shall be provided for each unit member at no expense to the unit member.

In addition to group life insurance provided by the district, unit members may purchase, at unit member's own expense, an amount of life insurance equal to that provided by the district.

4. **Dental Insurance**

The Board will pay one hundred percent (100%) toward dental insurance for unit members and dependents who meet the insurance carrier's eligibility requirements.

Refer to part G of Agreement, number 4 for a summary of benefits.

5. **Vision Insurance**

The Board will pay one hundred percent (100%) toward vision insurance for unit members and dependents who meet the insurance carrier's eligibility requirements.

The Board reserves the sole right to submit the coverage out for bid to reduce costs. Any coverage selected shall be equal to or greater than that currently in effect. The Board shall not reduce coverage or service in health, major medical, dental or vision insurance, nor shall the Board delete any of the aforementioned fringe benefits without engaging in collective bargaining with the Association.

ARTICLE 16. SEVERANCE PAY

In accordance with ORC Section 3319.141, all unit members who present proof of retirement from the State Teachers Retirement or the School Employees Retirement System, at the time of retirement from the active service with the Board shall be granted severance pay for accrued but unused sick leave days according to the following provisions:

1. To be eligible for severance pay, the Board must accept the unit member's resignation for the purpose of retirement or a former unit member may apply to the Board for severance pay no later than thirty (30) days after the last paid date of service with the Fairfield Union Local School District and the Board officially accepts the unit member's move from active employment to the retirement system.
2. Severance pay shall be for the unit member's accrued but unused sick leave days at the time of retirement based on one-fourth ($\frac{1}{4}$) of the value of the unused sick leave days to a maximum of sixty (60) days.
3. Payment shall be based upon the unit member's daily rate of pay at the time of retirement.
4. Payment for sick leave in form of severance pay shall be considered to eliminate all sick leave credit accrued by the unit member at that time.
5. Severance pay will be made in one (1) lump sum.

6. Payment shall be made payable to the estate in the event of a unit member's death prior to retirement or filing for retirement regardless of length of service.
7. Contributions to the unit member's retirement system based upon moneys paid for accrued unused sick leave will not be made by either the Board or the unit member.
8. Severance pay shall be paid by check within sixty (60) calendar days after the unit member's effective date of retirement. However, if the retired unit member dies prior to receipt of severance pay, such severance pay shall be made to the deceased retiree's heirs, successors, or assignees as provided by law or the courts. The pay shall be subject to all legal deductions.
9. The unit member who has accumulated the maximum sick leave and retires at thirty (30) years or at thirty-five (35) or over years of service will receive a retirement bonus of seventy-five (75) days severance pay. Payment of the bonus will be in lieu of the sixty (60) days severance payment provided for in this Article.

Effective only during the term of this contract, July 1, 2012 through June 30, 2015, any unit member who has accumulated the maximum sick leave and retires after contract ratification at 30, 31, 32, 33, 34, 35 or over years of service will receive a retirement bonus of 75 days severance pay. Payment of the bonus will be in lieu of the 60 days severance provided for in this Article.

ARTICLE 17. TUITION REIMBURSEMENT

The rate of tuition reimbursement shall be a rate of seventy-five percent (75%) of the actual tuition cost per hour, undergraduate or graduate at Ohio University - Athens. Reimbursement shall be made upon receipt of the grade slip from the institution. This reimbursement shall apply to course work related to the following:

- A. New certification/licensure
- B. Upgrade or renew current certificate/license
- C. Other work upon prior approval of the Superintendent

No reimbursement shall be awarded for course work in which the grade/evaluation is a "D" or below. Non-graded or "credit only" course work shall be reimbursed as provided above based upon receipt of credit.

1. When a university comprehensive fee is involved, the Board will pay only seventy-five percent (75%) of the cost of the comprehensive fee.

2. When the university fee structure is less than the reimbursement rate cited above, the Board will pay only seventy-five percent (75%) of the actual tuition cost to unit member.
3. Part-time unit members shall be entitled to tuition reimbursement benefits on a pro-rated basis as follows:

Up to & including 3½ hours-50%
Above 3½ hours through 5 hours-75%
Above 5 hours-100%

There shall be a cap on the total amount of money the Board shall make available for tuition reimbursement each school year. During the term of this contract the annual cap will be \$43,285.

No bargaining unit member will be reimbursed for more than eighteen (18) semester hours or twenty-seven (27) quarter hours per school year (July 1 - June 30).

In order to fairly administer the budgetary "cap" provisions of this Article, the following procedures are in effect:

1. The annual cap for a given year shall be divided into fifths:
 - 2/5 Summer Term
 - 1/5 Fall Term
 - 1/5 Winter Term
 - 1/5 Spring Term
2. Should the total dollar amount of the requests exceed the budgetary cap for a particular term, then the amount exceeding the cap will be converted into a percent of the cap for the term. For example: the cap for Fall term, 1999 will be \$8,240; Assume requests totaling \$10,000, exceeding the cap by \$1,760 ($\$10,000 - 8,240 = \$1,760$ divided by $\$10,000 = 17.6\%$). Thus, each request would be reduced by 17.6% of the stated reimbursement amount.
3. If there is a positive balance in summer, fall or winter terms then the balance will be carried forward to the next term. At the end of the fiscal year (Spring term), any unspent balance below the annual budgetary cap will be distributed to members who received less than the full allowable reimbursement during the current fiscal year.
4. Procedures for submitting requests for reimbursement are as follows:
 - a. The deadline for submission of requests for reimbursement will be as follows:

Summer Term	-	September 30
Fall Term	-	January 31
Winter Term	-	April 30
Spring Term	-	June 30

Reimbursement will be made within thirty (30) calendar days following the end of a term.

- b. The Tuition Reimbursement Form is to be submitted after completion of the course; prior approval is no longer required. Course work must be eligible for reimbursement as defined in Article 17.

Submit Tuition Reimbursement Requests Form (FU-007), along with grade slips or a letter from the university.

- c. Should a grade slip or letter from the university not be available to turn in by these dates, the reimbursement will not be paid until the end of the next term.
- d. Requests for reimbursements must include proof of payment, which may be a canceled check, a credit card receipt, or a university fee receipt which itemizes all of the tuition charges separate from all other university fees. If the above proof of payment is not itemized, then the university fee schedule must be provided with the request.
- e. The following procedures will be used for workshops that include college credit:
 1. If an approved workshop offers an option for tuition reimbursement with an additional fee, the district will pay for the workshop according to Article 24 – Professional Leave and 75% of the tuition cost.
 2. If the workshop has one fee that includes college credit as part of the registration fee, the district will pay the workshop cost according to Article 24 – Professional Leave.
 3. If the CEU fee is included in the workshop registration fee, then the district will pay the CEU processing fee. If the CEU fee is a separate and additional fee, then the CEU credit is the responsibility of the unit member.

ARTICLE 18. MILEAGE REIMBURSEMENT

The mileage reimbursement rate for authorized travel shall be the rate established by the IRS.

ARTICLE 19. COURTESY PASS

Each unit member will receive a pass which will admit the unit member to all school events.

PART C. LEAVES

ARTICLE 20. LEAVE OF ABSENCE

Upon written request of the unit member and recommendation of the Superintendent, the Board may grant a leave of absence for a period not to exceed two (2) years under the following conditions:

- A. Leaves shall be without pay and without increment in the salary schedule. A unit member on a limited contract who has been granted a leave of absence will have the contract run concurrently with the leave of absence. In short, the contract will not be held suspended in time until the return of the unit member.
- B. Consideration will be given to requests for a leave of absence for any of the following reasons:
 - 1. Illness.
 - 2. Illness in the immediate family.
 - 3. Disability.
 - 4. Educational work at a college or university. This work must be in a program of studies leading to an advanced degree.
 - 5. Pregnancy or adoption.
 - 6. Military Service.
- C. Unit members, in good faith, will notify the Board by March 1, of their intent to return or not to return. This notice is non-binding and is merely to help the Board in planning.
- D. Reference ORC 3319.13

The Board cannot guarantee the return of the unit member to a specific building or grade level; however, the return shall be to a comparable position, and one for which the unit member is qualified.

ARTICLE 21. SICK LEAVE PLAN

1.
 - A. There shall be fifteen (15) days of sick leave per school year for each full-time unit member of the Board. The basis for determining days of sick leave shall be one and one-fourth ($1\frac{1}{4}$) days per month for twelve (12) months. Sick leave shall be cumulative to a maximum of two hundred forty (240) days. If necessary, up to two (2) days of unused personal leave may be used to reach the 240 day cap.
 - A. A new unit member shall be advanced ten (10) days of sick leave when employment begins.
 - B. If a unit member is employed during the school year, days of sick leave shall be credited in proportion to the fractional part of the term which remains at the rate of one and one-fourth ($1\frac{1}{4}$) days per month.
 - C. Sick leave may be used only in increments of one-half ($1/2$) day or one full day. This does not limit or interfere with the principal's discretion to accommodate a unit member's request.
2. Proof of absence for any reason, including illness, must be established with the Superintendent.
 - A. Each absence must be explained on a form provided by the school. On this form the unit member will certify one of the following reasons for absence: (1) personal illness, (2) family illness, (3) death, or (4) exposure to contagious and communicable disease.
 - B. Each unit member shall be required to furnish a satisfactory written, signed statement to justify the use of sick leave. Falsification of a written, signed statement shall be grounds for disciplinary action including dismissal.
 - C. A unit member who has been absent more than five (5) consecutive days for personal or family illness may be requested to submit a statement from an attending physician.
3. A unit member may use a part or all of the accumulated sick leave to the maximum accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum by regular attendance. Illness shall include pregnancy as certified by a physician; a unit member may take a leave of absence or accumulated sick leave days may be used to cover this leave of absence.
 - A. A unit member may use sick leave for absences related to the adoption of a child under the following terms:
 - 1) Members may use up to thirty (30) work days from:

- a) accumulated sick leave; or
 - b) if the member does not have sufficient accumulated sick leave, the member may obtain days from the sick leave bank, subject to the conditions and requirements of paragraph 11 below.
- 2) Members must provide thirty (30) calendar days' advance notice of the need for adoption leave, when circumstances permit.
 - 3) Adoption leave is not available for adoption of a child who has previously resided with the member or the member's spouse as a foster child or for the adoption of the child of the member or member's spouse.
4. Sick leave may be used without loss of pay for a death in the immediate family up to the total number of days the unit member has accumulated.
 5. Sick leave may be used without loss of pay up to the total number of days the unit member has accumulated due to illness in the immediate family. Additional days may be granted by requesting leave without pay. Also, see Item 11 of this Article.
 6. Immediate family shall be interpreted to include parent, brother, sister, child, grandchild, grandparent, spouse, father-in-law, mother-in-law, stepchild or anyone living in the same household who is dependent upon the unit member for care.

A unit member may use up to five (5) days of sick leave per school year for persons outside the immediate family and not living in the same household, but who are dependent upon the unit member for care. Additional days may be used upon approval of the Superintendent.

7. Not more than three (3) days of the accumulated sick leave may be used at any one time without loss of pay in the case of death of a person other than those listed in Item 6.
8. Unit members who have sick leave credit which was earned in other school systems, public agencies or services, will receive credit in the Fairfield Union Local School District according to the requirements established in Section 143.29 and 3319.141 of the Revised Code of Ohio.

A certificate from the administrative officer where the unit member was last employed showing the number of such accumulated sick leave days shall be presented by the unit member to the Superintendent by the date specified by the Treasurer.

9. A unit member absent from work beyond the total accumulated days of sick leave or other authorized leave shall receive salary deductions in accordance with the following formula:

Annual salary divided by days in the unit member's contract. Daily wage times the number of days absence would equal the amount of deduction from monthly salary. (In case of large deductions, arrangements can be made with the Treasurer's office to spread the amount to be deducted over multiple pay periods).

10. A teacher who is called for jury service in a court of law shall be excused from work for the days on which he or she serves, and shall receive for each such day of jury service on which he or she otherwise would have worked their per diem rate of pay. The employee will submit a statement of attendance issued by the clerk of courts to the Treasurer as proof of attendance. Such leave will not be deducted from a teacher's sick leave or personal leave. Furthermore, court leave (up to three (3) days) shall be granted in all cases where teachers are subpoenaed or summoned to appear in a Grand Jury hearing or appear in any court cases in which they are not parties. The same rule for reimbursement and usage of days will apply as for jury duty.
11. When a unit member has accumulated fifty-five (55) days of sick leave and has exhausted all accumulated sick leave and additional days are still needed, then a request may be made to the Association that the additional days be transferred from other unit members accumulated sick leave to a maximum of sixty (60) days. A unit member with a debilitating condition may use this bank at any time. The Association shall establish an internal policy to administer such a transfer. The Association shall administer this program in an equitable manner and in no case shall this plan prevent or prolong a unit member from applying for, or going on, disability retirement. The Association shall notify, in writing, the Treasurer: the number of days to be deducted; from whom; and, the person receiving the transferred days. Included in the notice shall be a signed statement by the unit members involved authorizing the Treasurer to transfer the days.

For a unit member who has not had sufficient time to accumulate the required fifty-five (55) days to qualify for the sick leave bank, but who has a need because of an illness or disability, the unit member may be advanced a maximum of twenty-one (21) days from the sick leave bank. Then, over the three year period following the illness/disability, seven days per year will be deducted from the unit member's earned sick leave and deposited in the sick leave bank to reconcile the days that were advanced to the unit member previously. If the unit member should terminate employment with the school district before the unit member has deposited these twenty-one (21) days to the sick leave bank, then the days remaining will be deducted from the member's accumulated sick leave or earnings at the time of separation from the district.

By September 1, of each school year, the Board will maintain a minimum of 500 days in the sick leave bank.

A unit member who has exhausted their sick leave and who is eligible to retire with 29 or more years of service credit may be granted no more than the maximum of sixty (60) days and no more than the number of sick leave days necessary to reach one hundred twenty days (120) days in the school year.

12. This subsection shall apply solely to a bargaining unit member in the last year of his/her employment prior to retirement under the standards set forth by the STRS. A bargaining unit member who at the beginning of the school year in which he/she becomes or remains eligible to retire and has the maximum number of sick leave days accumulated will have placed in an individual sick leave pool thirty (30) sick leave days earned in the year of retirement. At the end of the year, the accumulated sick leave days in the individual's pool shall be credited to the unit member only to the extent that the maximum of two hundred forty (240) days is not exceeded.

ARTICLE 22. REPORTING SICK LEAVE ABSENCE

Each day of absence is to be reported. No unit member shall be absent from school without advance notification. The unit member must provide notification unless incapacitated. If at all possible, absence from school should be anticipated the day before the absence. Lesson plans prepared by the unit member will be provided for the substitute teacher according to the procedures established by the building principal. Copy of schedule, class lists, seating charts, and duty schedules are to be available for the substitute teacher according to the procedures established by the building principal.

When a unit member is absent for any reason under sick leave, a report for such absence, signed by the unit member and the principal, shall be completed by such unit member on a form supplied by the Central Office on the day the unit member returns to school.

The signing and filing of such absence report by any unit member shall be a certification that the facts and statements contained in said report are true and correct. The willful filing of any false statements by a unit member shall be considered grounds for disciplinary action, including, but not limited to, suspension or termination.

ARTICLE 23. PERSONAL LEAVE

A unit member shall receive three (3) unrestricted personal leave days per school year. The unit member shall submit a request to the principal at least twenty-four (24) hours prior to taking leave. The use of personal leave days shall be unrestricted except for the following limitations.

1. The number of unit members using a personal leave day shall not exceed the number set forth below on any days.
 - a. High School - 4 teachers maximum

- b. Rushville Middle School - 4 teachers maximum
- c. Pleasantville School - 2 teachers maximum
- d. Bremen School - 2 teachers maximum

2. In an emergency situation the maximum numbers set forth in 1. above may be exceeded, and the limitation in 3. below may be waived. Emergencies will be determined by the building principal.
3. Personal leave shall not be available on any Parent-Teacher Conference day for a unit member who has scheduled conferences.
4. Holiday requests shall be submitted four (4) full weeks in advance of the holiday. System seniority shall be utilized to determine eligibility.

Unused personal leave will be converted to sick leave at the end of each school year. The cap on the amount of unused sick leave a unit member may accumulate will be two hundred forty (240) days where the two (2) added are unused personal leave days; the additional two (2) days accumulated as a result of conversion of unused personal leave will not count in calculation of severance.

ARTICLE 24. PROFESSIONAL LEAVE

Each unit member may be granted up to three (3) days per year for attendance at professional meetings, one of which may be a day of visitation to another school. Such leave is non-accumulative. Application for such leave is made directly with the building principal or other administrator to whom the unit member is responsible. Arrangements for school visitations must also be granted by the Board upon the recommendation of the Superintendent. Each unit member will be encouraged to attend at least one (1) professional meeting per year. Reimbursement of actual expenses must be substantiated by actual receipts. The unit member and principal will make the judgment well in advance of the total expenses which may occur.

Conference registrations will be reimbursed upon receipt from the unit member of a canceled check or receipt from the conference provider.

If an emergency situation, i.e. where the district is unable to obtain coverage for the unit member's classes, approval for attendance at a professional meeting may be revoked in which case the unit member will be reimbursed for any costs incurred and will not be charged for a professional day.

Should it be necessary to cancel attendance at a previously approved workshop, the following procedures will apply:

- A. Once approved, the cancellation will occur only in situations in which there is no substitute available to cover the teacher's classes.

- B. The decision to cancel may be made as late as the morning the workshop is scheduled; however, as a courtesy, the Principal will make an effort to notify the night before.
- C. The district will reimburse the teacher for all documented expenses associated with the workshop.
- D. Should several teachers be attending a workshop on the same date and should it not be necessary to cancel all attendance, then the order of cancellation will be the "date of request," which appears on the Request To Attend Professional Meetings Form, FU-0020, with the latest date to be the first canceled.
- E. If several requests are approved with the same "date of request," then the cancellation order will be by seniority with the least senior teacher canceled first.

ARTICLE 25. ATTENDANCE INCENTIVE

Any unit member not using any personal or sick leave in a given year will receive a stipend of two days at his/her per diem rate for perfect attendance. Any unit member

absent for only one (1) day receives one (1) day at his/her per diem rate. Use of professional leave will not affect this perfect attendance bonus. Donating to the sick leave pool is not considered as usage.

PART D. EMPLOYMENT RELATED PRACTICES

ARTICLE 26. SEQUENCE OF CONTRACTS

The issuance of limited contracts shall be in the following manner:

1. Upon initial employment, a one (1) year contract shall be issued.
2. The second contract issued shall be a two (2) year contract.
3. The third contract issued shall be for two (2) years.
4. The fourth contract issued shall be for five (5) years.

Contracts of less than two (2) years or five (5) years may be requested by the individual unit member. Based upon the unit member's job performance, the Board may interrupt the above sequence of contracts but not more than twice in succession.

Five (5) year contracts may be reissued for five (5) years at the end of the contract period if the unit member meets all the necessary evaluation requirements and has the recommendation of the principal and the Superintendent and the approval of the Board.

Continuing contracts shall be granted by the Board in keeping with ORC 3319.11

Unit members eligible for continuing contract status should notify the principal on or before September 1st. This notification shall in no way be deemed a qualification for a continuing contract.

ARTICLE 27. NOTIFICATION AND POSTING OF VACANCIES

1. For any unit member position that is to be filled, an announcement of that position shall be distributed via district email as soon as possible after the decision by the Board to fill the position has been made. Said position shall not be filled until the notice has been posted for at least five (5) days.

The Board reserves the right to fill or not fill any vacant position. When the Board decides to fill the vacancy it shall have the sole right to determine the best qualified individual. Factors to be considered in filling positions shall include, but are not limited to, the following:

- A. Seniority
- B. Certification
- C. Individual qualifications as determined by the Superintendent
- D. Building staffing needs

Unit members shall be given first consideration for positions before filling any position from outside the district.

2. A unit member desiring a transfer to another position whether or not a vacancy exists should submit a written request to the Superintendent and to the Principal by March 31st. Such written requests shall be reviewed annually and kept on file for one (1) year. The right of assignment of all personnel shall rest with the Superintendent as per ORC 3319.01.
3. The following procedures will be observed when it is necessary to reassign elementary unit members:
 - A. Once the list of unit members to be reassigned is prepared, the unit members whose current assignment has been eliminated, but it is not necessary to conduct a RIF, will be identified in order of seniority. Unit members to be reassigned are those with the least seniority in the grade level affected at that building.

- B. Of this group of unit members, the most senior unit member will (1) consider available vacant positions for which certification is held, (2) bump the unit member with the least seniority throughout the district at that grade level or in that department, (3) bump the unit member with the least seniority at that building, (4) bump the unit member with the least seniority throughout the district within their area of certification.
 - C. Once the most senior unit member has exercised one of these options described in Item 2, then the next most senior unit member will consider the same options.
 - D. A unit member returning from a leave of absence will be required to choose a position from those vacant, as described in item 2. Such unit member will be included in the seniority list of unit members to be reassigned in order of seniority.
 - E. A unit member will have five (5) calendar days to exercise one of the options. If a unit member does not exercise one of the options within the five (5) calendar days, the unit member will be assigned a teaching position by the Superintendent.
 - F. A unit member to be reassigned will meet with the principal of the currently assigned building to have these procedures and the options available explained. This meeting shall be considered day one (1) of the five (5) calendar days option period.
4. Part-time non-certificated personnel will only be hired for special areas in situations where a certified person cannot be found after the Board has made every reasonable effort to hire a certificated person. Part-time personnel will only be hired for up to one (1) full school year at a time, and can only be rehired for a succeeding year if all the procedures of this Section have been followed and a certificated person still cannot be found. The search for a certificated person will continue throughout the school year with employment of the certificated person to begin at midyear or the beginning of the next school year. If a part-time non-certificated person desires continued employment beyond the first year, course work must be started toward certification prior to beginning a second year of employment.

ARTICLE 28. UNIT MEMBER EVALUATION

The District will adhere to the Evaluation process in Article 28 during the 2012-13 school year. Effective upon agreement by the FUEA and the Board, there shall be a Teacher Evaluation Committee ("Committee") that will consist of no more than five (5) teachers appointed by the FUEA President and five (5) administrators appointed by the Superintendent. The teacher members will have a minimum of one paid release day per month after the Committee is formed (and additional days if approved by the Superintendent) for Committee meetings.

On or before April 1, 2013 the Committee shall recommend to the Association and Board evaluation forms and procedures in compliance with the requirements of Revised Code Sections 3319.11 and 3319.111.

In the event the Committee recommendation is not acceptable to the Board the Committee will meet to attempt to address concerns and arrive at a mutually agreeable recommendation. In the event the Board does not ratify evaluation forms and procedures on or before July 1, 2013, the ODE evaluation model in effect at that time shall be implemented for the 2013-14 school year.

Whatever evaluation procedure is in effect as of July 1, 2013 (Board and Association ratified or ODE model) shall be implemented as a pilot for the 2013-14 school year. The pilot shall be used to evaluate all bargaining unit members. During the 2013-14 school year, the Committee shall monitor the evaluation system and no later than April 1, 2014 arrive at recommendations for improvement, if any, to submit to the Board and Association for approval.

1. **Purpose**

Unit member evaluation is a mutual effort by principal (or designee) and unit member to accomplish the following objectives:

- A. To clarify performance expected.
- B. To identify and recognize outstanding performance.
- C. To identify specific areas needing improvement.
- D. To assist in determining continuing contract status, contract renewal, or non-renewal of contract.

Teacher performance is to be evaluated on a broad range of qualities and factors as described in the Teacher Job Description. Teachers are not to be evaluated solely on the basis of student performance on proficiency and/or other achievement tests. If a teacher seeks assistance for personal and/or professional concerns in the classroom, it will not be reflected in a negative fashion on future evaluations.

Unit member evaluation will be conducted in accordance with the procedures set forth in this Article.

2. **Unit Members to be Evaluated**

- A. Unit members in the following contract status will be evaluated:

- 1) Unit members new to the district, who have less than five (5) years of previous teaching experience, will be evaluated the 1st, 2nd, 3rd and 5th years of employment in the Fairfield Union Schools.
 - 2) All unit members whose contracts expire at the end of the current year.
 - 3) Unit members who request an evaluation.
 - 4) A minimum of every third (3rd) year for all unit members on five (5) year or continuing contracts. The evaluations in the third year for unit members on 5 year or continuing contracts will consist of the second evaluation cycle only. (See Subsection III).
- B. The administration may interrupt this cycle.
- C. The administration must make a good faith effort to follow all procedures in this article prior to non-renewal of a limited contract.
- D. Failure of the administration to evaluate a unit member in any year will mean the Board is completely satisfied with the unit member's performance.

3. **Procedure**

- A. Prior to October 1st, each unit member being evaluated will complete a Self-Evaluation Form. Then, the unit member will meet with the administrator and complete a Job Target Form. Job targets will then serve as one component of the evaluation process.
- B. There will be two (2) evaluation cycles per year, except as noted in item II.D above.

First Cycle

- A. Must be completed by January 15th.
- B. Shall consist of at least two (2) observations of the unit member, each thirty (30) minutes in length.
- C. The first observation shall be scheduled with the unit member; remaining observations may be either scheduled or unscheduled. If necessary, the principal may conduct a conference with the unit member and complete an Observation Form following the first observation.

- D. Following the second observation, a summary conference will be conducted by the principal with the unit member; a Classroom Observation Form will be completed and discussed.

Second Cycle

- A. Scheduled as follows:
 - 1. Between February 1st and April 1st for unit members whose contracts are expiring.
 - 2. Prior to June 1st for unit members whose contracts do not expire during the current school year.
- B. Contract recommendations to the Board prior to April 30th.
- C. The second cycle consists of at least one (1) observation and a summary conference involving the unit member and principal. At this conference an Observation Form and a Summary Evaluation Form shall be presented to the unit member.
 - 3. In addition to formal thirty (30) minute observations, the principal may find it appropriate to observe classroom activities at other times as well.

4. Summary Process/Conference

The summary conference will be used to review the Summary Evaluation Form (along with Observation Form from second evaluation cycle) involving four (4) parts as follows:

- A. Completion of job description check list.
- B. Completion of comments section.
- C. Completion of job targets section.
- D. Completion of contract/periodic evaluation section.

5. Fairfield Union Student Feedback

All staff in grades 8 through 12 are encouraged to have students complete a Student Feedback Form. The results will be for the unit member's review and analysis only. The unit member may share the results with the evaluator at the unit member's discretion.

6. **Job Description/Performance Responsibilities**

Title: Classroom Teacher

- Qualifications:
1. Valid teaching certificate for the assigned grade levels/subject areas.
 2. Such alternatives to the above as approved by the Board of Education.

Reports to: Principal

Job Goal: To help students learn subject matter and/or skills that will contribute to their development as mature, able and responsible men and women.

Performance Responsibilities:

1. Meets and instructs assigned classes in the locations and at the times designed.
2. Develops rapport with parents, community and school personnel.
3. Makes provisions for being available to students and parents for education-related purposes outside the instructional day when necessary.
4. Cooperates with other members of the staff in planning instructional goals, objectives, and methods.
5. Assists the administration in implementing all policies and/or rules governing student life and conduct.
6. Develops reasonable rules of classroom behavior and procedure.
7. Observes confidential nature of matters relating to pupils, parents, or school personnel.
8. Strives to implement by instruction and action the district's philosophy of education, instructional goals, and objectives.
9. Guides the learning process toward the achievement of curriculum goals; establishes clear objectives for all lessons, units, and projects.
10. Evaluates student progress on a regular basis.

11. Is alert to learning disabilities of students and seeks assistance of district specialists in meeting the special needs of students.
12. Plans a program of study that meets the individual needs, interests, and abilities of students.
13. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
14. Employs a variety of instructional techniques and instructional media consistent with the needs and capabilities of the individuals or student groups involved.
15. Works to establish and maintain open lines of communication with students and their parents concerning both the academic and behavioral progress of all assigned students.
16. Assists in the selection of books, equipment, and other instructional materials.
17. Supports school activities through participation and/or attendance.
18. Attends staff meetings and serves on staff committees as required.
19. Maintains accurate, complete, and correct records (including PPO checklists) as required by law, district policy, and administrative regulation.
20. Provides for own professional growth through an ongoing program of reading, workshops, seminars, conferences and/or advanced course work.
21. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
22. Prepares for classes assigned and shows written evidence of preparations.
23. Meets deadlines as established by the administration.
24. Other reasonable duties and responsibilities assigned by the building principal.
25. Develops lesson plans that reflect course of study.
26. Provides instruction to students that reflects course of study.
27. Dresses professionally and appropriately.

7. **Professional Improvement Program**

- A. The Professional Improvement Program is for unit members regardless of contract status whose performance has demonstrated an area or areas that are in need of improvement or are unsatisfactory, based upon previous evaluations.
- B. The program will also be implemented for all unit members who have the normal sequence of contracts interrupted by the Board as provided by the Sequence of Contracts article of the Negotiated Agreement. A unit member will be notified of placement into the Professional Improvement Program by June 1.
- C. A unit member whose performance deteriorates after school opens may, until December 1, be transferred to the Professional Improvement Program.
- D. The unit member's instruction will be formally observed a total of at least six (6) times. These six (6) observations will be conducted by the building principal or designee.
- E. The unit member may request a third party observation to be conducted by a curriculum consultant employed by the Fairfield County Schools office.
- F. Upon the request of the evaluator and/or unit member, Instruction Leaders (elementary), Department Head (secondary) or another mutually agreed upon unit member may be asked to observe and assist a staff member identified for the Professional Improvement Program.
- G. Timeline for Professional Improvement Program.
 - 1) Individual Orientation - By September 15 (or by December 10 if transferred during school year)

The evaluator shall conduct an individual orientation meeting to inform the unit member of the evaluation procedures.
 - 2) Establishment of Job Targets - From April 1 through September 30 (Pre-Evaluation Conference)

At this conference the evaluator will directly assist the unit member in developing specific job targets that are directed at overcoming the reasons the unit member was placed in the Professional Improvement Program. This phase should be completed as soon as possible, following the most recent evaluation.

- 3) Unit member and evaluator work together to correct problem area(s) and to fulfill job target and job description responsibilities - between September 1 - March 31.

The assessment of job performance and assistance needed to meet acceptable performance levels is an ongoing process. It is during this time period that the evaluator will make formal classroom observations, will hold follow-up conferences with the unit member to discuss progress and will plan future actions to attain an acceptable performance level. Classroom observation(s) may be either announced or unannounced and shall be a minimum of thirty (30) minutes in length. The evaluator shall provide specific written recommendations concerning action the unit member should follow to attain acceptable performance levels. A minimum of six (6) observations and three (3) follow-up conferences are required. The six (6) observations shall be spread throughout the school year with approximately one (1) observation per month. Unit member and evaluator work together in fulfillment of job description and job targets (observations and conferences).

- 4) Summary Conference culmination of evaluation - by: March 31st, if contract expires; April 30th, if contract does not expire.

During the summary conference a complete review of the unit member's performance based on job description, job targets, observations and progress will be made. At this conference the unit member shall be informed in writing of the contract recommendation the evaluator will make and of the evaluation cycle placement for the next year, if appropriate.

- 5) Contract recommendation, if appropriate - By April 1st.

Evaluator recommendations to Superintendent.

- 6) Board action on the contract, if appropriate - By April 30th.

- 7) Planning for next school year - April 1st through September 30th.

The evaluator and unit member shall, if appropriate, both begin to think about and discuss plans for the next school year. Unit member and principal are encouraged to complete job targets by May 31st, although they are not required to be completed until September 30th.

- H. When a unit member is transferred to the Professional Improvement Program from another evaluation cycle during the school year, the evaluator shall meet with the unit member and identify deficiencies in

writing. Then, within five (5) school days, the evaluator and unit member shall meet to complete the following:

- 1) Orientation to the Professional Improvement Program.
- 2) Develop, re-evaluate or reconstruct job targets.

8. The procedures set forth in this Article supersede those contained in Ohio Revised Code 3319.111.

ARTICLE 29. REDUCTION IN FORCE (R.I.F.)

A reduction in force (RIF) is defined as a reduction in the number of unit members from the previous year.

The Board may reduce the number of unit members for the following reasons: (1) declining enrollment, (2) financial reasons, (3) return to duty of regular unit members after leaves of absence, (4) by reason of suspension of schools, or (5) territorial changes affecting the district. If the Board determines it necessary to reduce the number of unit members, the following procedures shall apply:

1. A RIF shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended shall be chosen as follows:
 - A. All unit members will be placed on a seniority list for each teaching field for which they are properly certificated. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under unit members serving under continuing contracts, also in descending order of seniority.
 - B. In accordance with ORC 3319.17, in the event of a reduction in force, after the seniority list is created, the superintendent will make recommendations within each teaching field affected. Preference will be given to teachers on continuing contracts. Thereafter, seniority will not be the basis for continued employment, except when making a decision between teachers who have comparable evaluations.
 - a) Once the district's evaluation committee has established an evaluation instrument, the committee will define the term "comparable evaluation."
 - C. Seniority will be defined as the length of continuous service as a unit member under regular contract in this district.
 - 1) Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.

- 2) If two (2) or more unit members have the same length of continuous service, seniority will be determined by:
 - the date of the Board meeting at which the unit member was hired, and then by
 - the date the unit member signed the initial employment contract in the district; and then
 - any remaining ties will be broken by lot.

 - D. A unit member subject to being laid off may elect to displace a less senior staff member in another area of certification if he/she currently holds a regular certificate in that area.

 - E. A re-employed retiree shall be placed at the bottom of the seniority list, in order of seniority as a re-employed retiree. A retiree may not displace a teacher or tutor holding a regular limited or continuing contract.

 - F. An administrator who received a continuing contract as a teacher in the Fairfield Union School District will receive credit for all years of continuous service in Fairfield Union. Any other administrators' seniority will be based solely upon continuous service as a teacher in Fairfield Union. The administrator who is subject to being rified may displace a teacher in the administrator's area of certification and on a seniority basis. A retired administrator may not displace a teacher or tutor.
2. The names of unit members whose contracts are suspended in a RIF will be placed on a recall list for up to twenty-four (24) months from the date of the RIF. Unit members on the recall list will have the following rights:
 - A. No new unit members will be employed by the Board while there are unit members on the recall list who are certificated for the vacancy and have either (1) taught for at least one hundred twenty (120) days in the area of certification in which the vacancy exists during the three (3) years preceding the reduction, or (2) taken an academic refresher course in the area of certification during the period on the recall list, or (3) have evidence of completion or enrollment in a refresher course in the area of certification within two hundred ten (210) calendar days from the day of employment.

 - B. Unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated, provided they have either (1) taught in that area of certification for at least one hundred twenty (120) days during the three (3) years preceding the reduction, or (2) taken an academic refresher course in the area of certification during the period on the recall list, or (3) have evidence of completion or enrollment in a refresher course in the area of certification within two hundred ten (210) calendar days from the day of employment.

- C. If a vacancy occurs, the local Superintendent will send a certified announcement to the last known address of all unit members on the recall list who are qualified according to these provisions. It is the unit member's responsibility to keep the local Superintendent informed of current address and changes in certification and qualifications. All unit members are required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Any unit member who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights for the ensuing school year.
 - D. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement effective at the time of layoff.
 - E. Whenever possible, a unit member who has been affected by RIF will receive first consideration as a substitute teacher.
 - F. Continuation of insurance coverage for unit members whose contracts are suspended in a RIF would be based on the carrier's policies and regulations. It will be the responsibility of the unit member to provide premiums to the Treasurer one (1) month in advance of the due date on the policy.
3. The parties agree that these procedures apply only to the suspension of contracts under ORC 3319.17 or for other reasons specified in the opening paragraph of this Article. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
4. In recognition of the need for teacher job security, the Board pledges that if a RIF is necessary for any reason, a good faith effort will be made to try to place teachers in positions in lieu of a contract suspension.

When a RIF is planned for the next school year, notice of a possible suspension of contract shall be given to unit members by March 1st; however, actual suspension of the contract shall not occur before August 1st unless an emergency situation occurs (such as a reduction in State funds). In which case, unit members shall be given thirty (30) day notice prior to suspension.

5. If the Board determines it is necessary to RIF tutors, all tutors will be placed on a seniority list of tutors only. Those with continuing contracts will be placed at the top of the list; those with limited contracts will be next; re-employed retired tutors will be at the bottom of the list.

Contracts will be suspended in ascending order beginning with the least senior re-employed retiree.

Unit members with regular teaching contracts who have been RIF'd may displace tutors beginning with the least senior re-employed retiree. The teacher must have been RIF'd before being able to displace a tutor.

However, a tutor with a continuing contract as a tutor may not be displaced by a teacher with a limited contract.

A tutor with five or more years of seniority may not be displaced by a teacher with less seniority, unless the teacher holds a continuing contract.

A tutor may not bump a teacher holding a regular teacher contract.

ARTICLE 30. SEPARATION - FAIR DISMISSAL - DISCIPLINE

1. Resignation

A unit member desiring to resign should do so in writing as early as feasible. By being professional in this matter, a unit member benefits both self and the school system.

A unit member may submit a written resignation, effective at the end of the current school year, at any time before the tenth (10th) of July. Such resignation shall be accepted by the Board. A resignation after the tenth (10th) of July must be approved by the Superintendent and accepted by the Board before it becomes effective.

A resignation may be withdrawn by a unit member at any time prior to Board action.

2. Termination of Contract by Board

A. Procedure for Termination for Cause

Before terminating a unit member's contract, the Board must furnish the unit member written notice of its intention to consider the termination of such contract. The notice shall include full specification of the grounds upon which the Board intends to consider termination. The Board may suspend a unit member pending final action to terminate the contract if, in the Board's judgment, the character of the charges warrants such action.

Within ten (10) days after a unit member has received such notice, the unit member may file with the Treasurer of the Board a written demand for a hearing before either the Board or a referee. The Board also has the right to demand that the hearing be held before a referee.

The Board must schedule the hearing to be held within thirty (30) days from the receipt of the written demand, and the Treasurer shall give the unit member at least twenty (20) days notice in writing of the time and place of such hearing. If the hearing is to be before a referee, the Treasurer must also give notice to the Superintendent of Public Instruction. No hearing may be held during summer vacation without the unit member's consent.

If the hearing is to be held before the Board, the hearing must be conducted by a majority of the members of the Board. In preparing the charges for termination, it is important that the Board confine the hearing to the grounds given for termination.

B. Other

Good and just cause shall be grounds for dismissal. ORC 3319.16

3. **Fair Dismissal**

A. The procedures set forth below shall not apply to supplemental contracts and will supersede ORC 3319.11.

B. The Board and the administration shall comply with the procedures outlined in this Article when acting to non-renew a unit member's limited contract. In order for a non-renewal to be effective the evaluation procedure in this collective bargaining agreement shall have been observed.

1) Prior to a building principal making a recommendation for non-renewal, a unit member shall receive: written notice that their performance has been less than adequate; and, recommendations by the principal as to methods for improvement.

2) Unit members who have received notice(s) of deficiencies shall have a reasonable opportunity to correct deficiencies. Assistance may also be requested of the principal.

It should be recognized that it is primarily the responsibility of the unit member to correct deficiencies.

3) If the building principal determines through documented evaluation and observation that the unit member has not corrected noted deficiencies, and that the unit member's performance is going to result in a recommendation for non-renewal, the unit member shall have the right to a meeting with the Superintendent and the

building principal prior to any recommendation for non-renewal being made to the Board. At this meeting the unit member will be given reasons based upon procedures established by this Agreement and the procedures set forth above for the non-renewal recommendation.

- 4) At an April meeting, the Board shall act to either affirm or disaffirm the Superintendent's recommendation for non-renewal. Except in extreme circumstances, the Board will not disaffirm the Superintendent's recommendation for renewal.
- 5) After the unit member has completed the term of their third (3rd) limited contract, the Board shall only act to non-renew a unit member for inefficiency and incompetency, based upon evaluations conducted pursuant to this agreement and the procedures set forth above or for other good and just cause.

4. **Unit Member Discipline**

- A. No unit member may be subject to discipline except for just cause.
- B. Disciplinary action is defined as any verbal or written reprimand, written warning, and suspension without pay.

Discipline shall be progressive in nature with respect to the same infraction, in accordance with the procedures set forth below, unless (1) the welfare of students, other district employees, and/or the district are adversely affected, and (2) depending upon the seriousness of the offense.

1st offense	- Undocumented verbal reprimand
2nd offense	- Written reprimand
3rd offense	- Written warning
4th offense	- Suspension without pay (5 day maximum); counseling or other assistance shall be required in connection with suspension

All disciplinary actions and related matters shall be conducted in private, and kept confidential to the extent permitted by law.

- 1) The administration or Board shall not take action against a unit member in the form of reprimand or discipline related to personal activities unless such unit member's action is determined to conflict with performance of contract duties. Said action shall be given in writing to the unit member and shall be in keeping with Item B above.

- 2) The involved unit member shall be granted a conference and/or a hearing upon written request, to the Superintendent, at least one (1) week prior to the next meeting of the Board.
- 3) If disciplinary action is determined to be unjust or without cause, the Board will be liable for any reasonable relief based upon the losses incurred by the unit member.
- 4) All disciplinary action except undocumented verbal reprimands are subject to the grievance procedure.

ARTICLE 31. PERSONNEL FILES

1. There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the office of the Superintendent.
2. Personnel files shall be open to inspection by the unit member and/or an authorized representative.
3. Unit members shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of performance and the unit member shall be given a copy of any material placed in the official file and delivery of said copy shall constitute notice.
4. If and when a unit member and the Superintendent/designee agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent/designee are unable to reach an agreement and the unit member still believes that the material contained in the file is irrelevant, inappropriate or false, such unit member shall have the right to attach a written statement to the disputed information and to request a determination by the President of the Board and the Association President.
5. Unit members shall have the right to inspect their personnel file at any time as long as such requests are during the normal working hours of the administrative offices.
6. In addition to the unit member's personnel file, only one (1) anecdotal file may be maintained by the district. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs 2, 3, 4 and 5 herein.
7. Unit members may include items in the respective official file pertaining to performance or contributions to the field of education.

8. In order for any person other than the aforementioned people to obtain access to an individual personnel file, that person must notify the Superintendent of the information they wish to see.

The unit member will be notified of the contents of the request for information by the Superintendent at the time the request is made.

A bargaining unit member will be promptly notified of any public record request to review said unit member's personnel records. Said unit member shall be told the name of the person making said request, if known, and a district employee will be present whenever a person reviews a unit member's personnel file. The unit member or a union representative shall be permitted to be present if possible within the time allotted by law to make public records available and someone is available to cover the unit member's teaching and duty responsibilities.

ARTICLE 32. TEACHING CONDITIONS

Unit members employed under regular contract to perform regular duties shall be governed by the following work conditions:

1. There will be a communications committee in each school building within the district comprised of three teachers and the building administrator(s) at each K-4 building and six teachers and the building administrator(s) at the 5-12 level. Teachers on each committee shall be appointed by the Association President. The purpose of each committee will be to promote and foster communication at the building level regarding issues of concern in the building and/or district. Those issues will include, whenever any member of the committee deems appropriate, communication between administration and staff regarding student discipline, tracking of students who repeatedly violate school rules and communication between teachers and students who misbehave. The committee will meet on a regular basis to be determined by the principal and building representative. The date, time and location of the meetings will be announced and any staff member may attend. The Superintendent and Association President will meet to discuss any district-wide concerns and may become involved to assist in problem solving at the building level if called upon.
2. The school year shall consist of one hundred eighty-four (184) days. The regular work day for individual unit members shall not exceed seven (7) hours and forty (40) minutes of consecutive time, inclusive of the lunch period. The call bell for students shall not be earlier than 7:12 a.m., Monday through Friday, except by agreement between the FUEA and the Board, or as required by law.
 - A. Teachers new to the district will have a work year of one hundred eighty-five (185) days. The additional day will be for orientation purposes and will be held the day before the first regular work day. The Association shall be granted one-half (1/2) hour for Association orientation of new teachers.

- B. The administration may schedule up to one (1) hour, six (6) times per year, of inservice/staff meetings, beyond the seven (7) hour forty (40) minute day.
3. All junior and senior high unit members employed for a full day shall be assigned one (1) period for non-pupil contact, which shall be devoted to conferences, professional study, lesson preparation, or other personal use necessary for carrying out the duties of the position. In the event of an emergency, the Principal shall have the right to assign the unit member to cover a class or other assigned area and shall be paid \$12.00 per class. A teacher who agrees to give up his/her conference period to cover another person's class shall be paid \$12.00 per class.
 4. K-4 unit members shall be granted released time from teaching duties during the time special teachers, such as physical education and vocal music, are holding their respective classes. Released time shall be devoted to conferences, professional study, lesson preparation, or other personal use for carrying out the duties of the position.
 5. Travel time during the school day shall not be considered lunch or conference time.
 6. Unit members shall be given keys or access cards to their teaching station and shall be allowed to have or check out keys to the lounge, work areas, interior hallway gates, and outside doors.
 7. The Association shall have the right to make recommendations for the school calendar.
 8. All unit members shall have at least a thirty (30) minute, duty-free lunch period.
 9. Unit members shall be provided released time to work on the development of course(s) of study or curriculum committees and student diagnostic conferences.
 10. Unit members shall not be required to complete reports related to a suspected handicapped child that extends the work day beyond seven (7) hours and forty (40) minutes.
 11. The Administration shall make every reasonable effort to equitably distribute all duties among unit members within each building. A regular classroom teacher shall not be given more than one (1) duty per day (exclusive of classroom supervision) unless he/she and the building principal agree otherwise.
 12. A calendar committee consisting of six (6) members appointed by the Association President and six (6) members appointed by the Superintendent will meet and make recommendations to the Board regarding the school calendar for the following two (2) school years. In formulating the recommendation, the

committee will consider fair week, spring break and the starting hours of the school day.

13. A bargaining unit member who is required to attend an IEP meeting after his/her regular work day will be compensated for time in attendance in quarter hour increments at the tutor rate. If the IEP meeting begins more than one (1) hour after the end of the unit member's work day, he/she shall be compensated for at least one (1) hour at the base tutor rate and a quarter hour increments at the base tutor rate for all time in attendance over one (1) hour.
14. A bargaining unit member who meets as a member of the IAT during the normal school day will not be compensated unless the meeting is during the unit member's planning/conference time or lunch. At the elementaries this would include the time when their classes are at physical education, music, or the library, as well as planning time within the normal school day, but prior to the arrival of students.

Unit members will be compensated in $\frac{1}{4}$ hour increments at the base tutor rate. A time sheet is to be completed as a request for this compensation.

The unit member may choose to use compensatory planning time, if a substitute is available, in lieu of the compensation. Any meetings before or after the normal school day will be compensated in $\frac{1}{4}$ hour increments at the base tutor rate.

15. The FUEA and Board agree to add a playground aide for the noon recess, resulting in a teacher and aide on duty. The aide will also assist the teacher in supervising the p.m. recess.
16. Prior to the beginning of each school year, a list containing test scores for individual students and each class will be available to K-8 teachers. Once student class assignments have been prepared, K-8 principals will conduct a meeting that teachers may attend to: (1) review and discuss student scores; (2) discuss and compare student behavior that may affect compatibility with others in a class; (3) consider the possible effects of assignment of a difficult student(s) in a class and how that may relate to class size determinations under the parameters of the collective bargaining agreement; and (4) discuss and consider equal distribution of students of varying abilities in school classes.

Prior to the development of the master schedule for the next school year, the high school principals and department head will draft a proposed schedule, then meet with all department members as a group to invite input regarding the schedule.

17. The procedure for weather related school delays, early dismissals and cancellations will be posted on the district website.

ARTICLE 33. CLASS SIZE

The Board recognizes that students may benefit by more individual attention in smaller classes. It is further the intent of the Board to strive to maintain equitable class size. In recognition of this the Board will make every reasonable effort within the confines of the district's budget to accomplish the goals of this Article.

Teachers are responsible for notifying the principal if class enrollment exceeds the number for their respective area set forth below.

Grades K-7

If the number of students enrolled in self-contained classes exceeds the levels below for five (5) consecutive days after the students' first day of attendance, an eight hundred dollar (\$800) per semester stipend will be awarded as follows:

Grades K - 2	over 24 students
Grades 3 & 4	over 27 students
Grades 5 - 7	over 28 students

The following additional procedures will be observed:

1. If students change classrooms, an average of 24, 27, or 28 students respectively qualifies each teacher affected for the stipend.
2. If students change classrooms, but the average does not exceed 24, 27, or 28 students respectively, but one (1) or more classes do, then the stipend is awarded for each class that exceeds the class size threshold listed above to be shared on a pro-rated basis by the teachers affected.
3. In the event the number of students in a K-7 class exceeds the limits set forth in this Article by more than five (5) students, the Board shall hire an aide or a teacher for that class within ten (10) working days. After ten (10) working days, the affected teacher(s) shall receive the district's per diem substitute pay until an aide or teacher is in place.
4. An eight hundred dollar (\$800) per year stipend will be paid for split classes in a lump sum by July 1st of each school year.
5. Special need students who are not assigned to a class for a full day will be counted in K-6 numbers.

Grades 8-12

An eight hundred dollar (\$800) per semester class size stipend will be paid if the number of students enrolled is one hundred sixty-five (165) to one hundred seventy-five (175) per day for five (5) consecutive days after the students' first day of attendance; a nine

hundred fifty dollar (\$950) per semester class size stipend will be paid if the number of students exceeds one hundred seventy-five (175). Payments will be made by January 31st and June 30th respectively.

At the secondary level, a teacher who has five (5) or more daily class preparations will receive a stipend of eight hundred dollars (\$800) per year payable in a lump sum by July 1st of each year.

A preparation is a class that is defined by a separate course of study. To be considered as separate courses of study, it must have prior approval of the principal.

Other

1. Special area assignments such as guidance, nurse, physical education, music, library and any other such areas are not included because of the nature of the activities.
2. Special education teachers are not eligible for the class preparation stipend.

ARTICLE 34. INSERVICE/LATE ARRIVAL

The Board and administration will continue to provide late-arrival inservices for unit members. Any inservice provided beyond the work day will be voluntary and there will be no recrimination against a unit member for not attending such inservice unless attendance is a mutually agreed upon job target within the evaluation process. Unit members who attend after-school voluntary inservices beyond the seven (7) hour forty (40) minute day will be paid the tutor rate for such attendance.

A late arrival day will be scheduled the last day of the grading period at each level; on these dates unit members will use the late arrival time for grading.

PART E. OTHER PROVISIONS

ARTICLE 35. PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES

1. Nondiscrimination

- A. A unit member who has been exposed to or who contracts a chronic communicable infectious disease including Acquired Immune Deficiency Syndrome (AIDS) and related conditions, shall be treated no differently than a unit member with any other life threatening, contagious medical disability/illness, subject to the conditions herein.
- B. No unit member shall be subjected to indiscriminate testing by the Board for a chronic communicable/infectious disease. All testing, if performed at

all, shall be performed in accordance with the procedures outlined in this Article.

- C. The Board shall not discharge any unit member nor otherwise discriminate against any unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable/infectious disease, as determined by law.

2. **Reports Of Suspected Carriers**

- A. All reports of suspected carriers or of carriers who have either been exposed to or who have contracted a communicable/infectious disease shall be directed to the Superintendent.
- B. All reports of suspected carriers shall be in writing except from the affected individual and shall identify the person(s) making the report and shall note the reasons why the reported unit member is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted on by the Superintendent. In determining whether to act upon such a report, the Superintendent shall also consult with the affected employee, the employee's personal physician, if available, and with a physician selected by the Board.

3. **Testing Criteria**

No unit member shall be required to submit to a medical evaluation of a physical or mental condition in regard to a chronic communicable infectious disease without determination of probable cause for said evaluation. The probable cause determination shall consist of (1) a report in writing as defined above, or (2) the unit member agreeing to voluntarily submit to such an evaluation.

4. **Medical Examination**

- A. Within ten (10) working days after a determination that probable cause exists for medical evaluation or if a unit member voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in contagious diseases (if possible), (b) a physician from the appropriate public health district, (c) the unit member's primary care physician, and (d) the physician designated by the Superintendent as the school physician shall be convened by the Superintendent to conduct a medical evaluation of the unit member's condition. The medical review team shall provide for the examination of the unit member and may obtain, upon written, voluntary authorization of the unit member, unless otherwise provided by law, all relevant and pertinent medical information from the unit member's personal physician.

B. The report rendered by the medical review team shall be restricted to an evaluation of the unit member's medical condition and shall clearly provide:

1) Whether or not the unit member has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

a) Whether or not the unit member's current medical condition imposes a substantial health risk to self and/or to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

(1) the nature of the risk of the unit member's medical condition (how the disease is transmitted);

(2) the duration of the medical condition (how long is the carrier infectious);

(3) the severity of the risk of the medical condition (what is the potential harm to third parties);

(4) the probability the disease will be transmitted and will cause varying degrees of harm;

(5) other factors deemed pertinent by the review team, such as, but not limited to, the current state of medical knowledge and applicable law, the particular class assignment in question, and the degree to which the disease affects the employee's job performance.

b) Whether or not the unit member is otherwise qualified to remain in current job, for how long, and whether and under what circumstances the individual case should be reconsidered by the review team.

"Otherwise qualified" means that the unit member is able to adequately perform all of the job requirements in spite of the unit member's medical condition.

C. All costs of the medical evaluation shall be borne by the Board.

5. Reasonable Accommodation

A. Within ten (10) working days of receipt of a medical evaluation report indicating that a unit member's current medical condition imposes a

substantial health risk to self and for others in the school environment or prevents the unit member from adequately performing all of said unit member's job requirements, the Superintendent shall provide written notification to the unit member specifying the action the Board shall take to reasonably accommodate the unit member's disabling condition, if the Board deems such accommodation to be warranted under the circumstances of the particular case.

- B. Any attempt to reasonably accommodate the unit member's disabling condition shall not violate the existing contractual rights of other unit members. Prior to any attempt to reasonably accommodate the unit member's disabling condition, the Board shall seek input from Association representatives. If the Association believes that the proposed accommodation would violate the contract, the Association may request that the Board meet with appropriate representatives of the Association to negotiate a reasonable accommodation.
- C. Any dispute regarding whether the Board has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to expedited final and binding grievance arbitration, or if discrimination is alleged, the normal procedures of the law.

6. Involuntary Removal of a Disabled Unit Member

Prior to implementing a temporary or permanent involuntary removal of a unit member with a chronic communicable disease the Board shall first determine whether the provisions of ORC 3319.13 are applicable under the circumstances of the particular case.

7. Disability Retirement

Subsequent to the determination that permanent removal of a disabled employee is justified, the Board shall support the unit member's application for disability retirement, to the same extent as it would for any other unit member's disability retirement application, if the unit member elects to make such application.

8. Confidentiality

All reports of suspected carriers, and all aspects of the medical evaluation shall be treated as "highly confidential" unless the affected employee otherwise consents. Any report received or rendered during these procedures shall be released only to the Superintendent and the unit member unless otherwise permitted by state and/or federal law. Any discussion of a report by the Board shall be conducted in

executive session. The sharing of information about a unit member with a chronic communicable disease will be on a "need to know" basis.

9. **Education**

The Board recognizes the need for education programs for all unit employees regarding chronic communicable diseases and their transmission, with specific emphasis on AIDS. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment. The Board will take all steps necessary and practical to provide such a program. Informational materials may be obtained directly from the Fairfield County Board of Health and the Ohio Department of Health.

10. **Time Limits**

The time limits above may be extended by mutual agreement.

11. **Law**

Nothing herein shall otherwise qualify the rights of the Superintendent and Board or the unit member granted by law. Given the rapidly changing state of the law in this area, to the extent that there are any conflicts between the provisions of this Article and applicable law, applicable law shall govern.

ARTICLE 36. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The parties have developed and implemented a procedure entitled "Local Professional Development Committee," which is the governing document for certification and licensure issues. This document may be amended only by following the procedures contained in the document, item H., Revision of By-Laws.

ARTICLE 37. LEGISLATIVE MANDATES

1. In the event that the Board is required by law to bargain over the implementation of changes in the wages, hours or other terms and conditions of employment for unit members as a result of the passage legislation or administrative regulations adopted pursuant to legislation, the Board/Administration will call together the Association/Administration Liaison Committee to cooperatively work out the changes required. This committee will work until resolution is achieved or it is obvious that resolution is impossible at this point.

In case of resolution or impasse, the Board will send in writing a notice of implementation. Within fifteen (15) working days, the Association may submit a written demand to bargain the effects of the implementation of the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made, the parties will engage in good faith bargaining

for a period of not more than twenty (20) days. Bargaining may be conducted by teams as designated by the Board and Association respectively.

2. If the bargaining teams have not reached agreement by the end of the twenty (20) day bargaining period, or if either party declares impasse, the parties will engage in mediation for a period of not less than one (1) meeting or ten (10) working days minimum or until resolution is reached, whichever occurs first. The mediator may be either John Drotning, or any other agreed upon neutral, or an agreed member of the FMCS according to its procedures.
3. If the parties have not reached agreement by the end of the mediation period, the Board may implement the changes and the Association may issue a strike notice as provided in ORC 4117.
4. At anytime in the process, the parties may mutually agree to alter this procedure.

ARTICLE 38. NATIONAL BOARD CERTIFICATION

Bargaining unit members recommended by the Superintendent and the Association President and approved by the LPDC will be eligible for professional days and a stipend in accordance with the terms in this Article.

During each National Board Certification training cycle, up to four (4) unit members who have been approved by LPDC may each take up to three (3) professional days (total of up to 12 days) to attend meetings or classes necessary to obtain National Board Certification.

During the term of this contract, up to eight (8) bargaining unit members that have received prior approval from the LPDC and who apply to receive National Board Certification will receive the following:

1. After approval by LPDC to pursue National Board Certification, bargaining unit members shall receive payment for the fee paid to be admitted in the National Board Certification program. In return for this payment, the unit member commits to maintain enrollment and to achieve National Board Certification within two (2) years; longer if approved by the Superintendent.
2. Unit members who receive National Board Certification after the effective date of this agreement in 2012 shall be entitled to a lump sum payment as follows: Beginning the school year of receipt of National Board Certification, the Board, in June, will pay each unit member a lump sum of \$2,500 per school year for nine (9) years so long as the unit member is actively employed by the Fairfield Union Local Board of Education.
3. In the event a unit member does not achieve National Board Certification, the payment in paragraph one will be deducted from the unit member's paycheck over a one year period.

Unit members who receive National Board Certification before the effective date of this agreement in 2007 shall continue to receive the aforementioned lump sum in September.

ARTICLE 39. DURATION CLAUSE

1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.
2. All prior negotiated agreements not contained herein shall not be binding upon the parties to this Agreement.

The agreement shall be effective July 1, 2012, and shall remain in effect until midnight June 30, 2015.

**FAIRFIELD UNION LOCAL
BOARD OF EDUCATION**



President

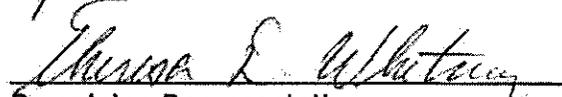


Superintendent

**FAIRFIELD UNION
EDUCATION ASSOCIATION**



President



Bargaining Representative

PART F. APPENDICES

**APPENDIX 1
INDIVIDUAL GRIEVANCE PROCEDURE FORM**

Fairfield Union Education Association Grievance Referral Form

CONFIDENTIAL INFORMATION

Name of Unit Member _____

Building _____

Date of Filing _____ Date Received _____ Initials of Administrator _____

Basis for Grievance and Articles Violated _____

Relief Sought _____

Signature of Aggrieved Party _____

Date _____

1st Level - Informal Discussion with Immediate Supervisor

2nd Level - Response (Principal) _____

Signature of Respondent _____

Date _____

Reaction of Aggrieved _____

3rd Level - Response (Superintendent)_____

Signature of Respondent_____

Date_____

Reaction of Aggrieved_____

4th Level - Response (Board of Education)_____

Signature of Respondent_____

Date_____

Reaction of Aggrieved_____

All pertinent information shall be attached to this form by both the aggrieved party and responding administrators. A grievance may be withdrawn at any level without prejudice.

APPENDIX 2
REQUEST TO ATTEND PROFESSIONAL MEETINGS FORM

Name _____ Building _____ Date of Request _____

Grade or Subject Taught _____ Is a Substitute Required? _____

1. Conference Title _____

2. Date(s) of Conference _____

3. Location _____

4. Sponsored by _____

5. Expense Record

<u>Item</u>	<u>Estimated Expense</u>	<u>Actual Expense*</u>
REGISTRATION	\$ _____	\$ _____
MEALS	\$ _____	\$ _____
ROOM	\$ _____	\$ _____
TRAVEL	\$ _____ (Est. Mileage X Mileage Rate)	\$ _____ (Mileage From Page 2)
OTHER EXPENSES (Parking, Etc.)	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

RECOMMENDATION

6. _____ or _____
Principal Supervisor

7. This request is Approved _____ Not Approved _____

Signed: _____ Date of Board Approval _____

ADDITIONAL NOTES:

1. **ITEMIZED RECEIPTS OF ALL ACTUAL EXPENSES MUST BE ATTACHED** to the request form in order for reimbursement to be made. No reimbursement will be made for meals, registration, and other expenses unless actual itemized receipts are submitted. Items which are not for proper public purpose such as sales tax, alcoholic drinks and gratuities will not be reimbursed.
 2. A report of the meeting is to be submitted to the Principal's office and is one of the conditions necessary for reimbursement of expenses.
- * Should there be a major difference, please give a written explanation for the difference.

Description of Travel

Odometer Reading

Date	From	To	Start	Ending	Miles

Total for Month _____
Rate per Mile _____
Reimbursement _____

INSTRUCTIONS

1. Complete top section of form including items 1, 2, 3, 4 and 5 (Estimated Expense section).
2. Submit form to Principal for approval by Principal and Board of Education.
3. After approval, the form will be returned to employee making the request along with a purchase order.
4. After you have attended the meeting, complete item 5 (Actual Expense section), attach all itemized receipts and submit to Treasurer's Office for reimbursement.
5. Complete Report of Professional Meeting Attendance and submit to Principal.

REPORT OF PROFESSIONAL MEETING ATTENDANCE FORM

Name _____

Date _____

The Fairfield Union Local Schools believe that attendance at professional meetings are valuable to the staff in awareness of new programs and techniques, updating professional skills, and in many general and specific ways - improving professional competency. You are required to submit a written report on the conference, meeting, convention you recently attended and how it contributed to your professional improvement.

REPORT (In 200 words or less if possible)

1. Professional Meeting Attended _____
2. Sponsored By _____
3. Purpose _____
4. Narrative Report:

Signature

APPENDIX 4

LEAVE WITHOUT PAY FORM

The Fairfield Union Board of Education fully expects and needs each employee/unit member of the district to serve every day of his/her contract. At the same time, the Board recognizes that an employee/unit member may have reason to be absent for reasons other than those enumerated under Sick Leave and Personal Leave. With prior notification of the Principal and Superintendent, said employee/unit member may be absent from duty without pay providing the following conditions are met.

- A. Employees/unit members shall be entitled to five (5) leave without pay days per school year, not cumulative from year to year.
- B. Leave without pay shall be requested on the appropriate form below and given to the building principal at least ten (10) days prior to beginning the leave. A copy shall be returned to the employee/unit member and a copy given to the Treasurer.
- C. Lesson plans shall be submitted to the building principal for approval at least five (5) days prior to beginning the leave.
- D. Leave without pay shall not be taken either the first two (2) weeks of school or the last two (2) weeks of school. Also, these days shall not be taken during the week prior to Christmas vacation and shall not be taken the first or last week of any grading period.
- E. For any given day, there shall not be more than ten percent (10%) of the certificated staff of any building on leave without pay.
- F. Leave without pay can be taken in half and full days only.
- G. A full day pay shall be deducted for each day of absence while on leave without pay.

I, _____, hereby request _____ day(s) of leave without pay on _____.

Signature of Employee/Unit Member _____ Date _____

Signature of Principal _____ Date _____

Signature of Superintendent _____ Date _____

APPENDIX 5

TEACHER SELF-EVALUATION FORM

DIRECTIONS: Prior to meeting with the principal for the first conference, the teacher is to complete the self-evaluation checklist below. The statements below are designed to pinpoint many essential qualities of a good teacher. Rate yourself according to the scale below with (1) as low and (5) as high. Please circle the appropriate number.

A. PERSONAL QUALIFICATIONS

	<u>Low</u>					<u>High</u>				
1. Enthusiastic	1	2	3	4	5					
2. Attendance	1	2	3	4	5					
3. Personal appearance	1	2	3	4	5					
4. Arrives on time	1	2	3	4	5					
5. Initiative	1	2	3	4	5					
6. Poise	1	2	3	4	5					
7. Self-confidence	1	2	3	4	5					
8. Judgment	1	2	3	4	5					
9. Articulate	1	2	3	4	5					
10. Consistent	1	2	3	4	5					

B. RELATIONSHIPS WITH OTHERS

11. Is respected by pupils and teachers	1	2	3	4	5					
12. Is cordial in relationships with others	1	2	3	4	5					
13. Is willing to help other teachers and contributed to team or department efforts	1	2	3	4	5					
14. Cooperates with school officials	1	2	3	4	5					
15. Participates in school affiliated activities	1	2	3	4	5					
16. Observes confidential nature of matters relating to pupils, parents, or school personnel	1	2	3	4	5					
17. Has good rapport with parents and the general public	1	2	3	4	5					
18. Maintains a proper student-teacher relationship	1	2	3	4	5					
19. Provides clear and concise directions	1	2	3	4	5					

C. TEACHING ABILITY

20. Makes definite plans for class activities and procedures	1	2	3	4	5					
21. Is alert to pupil needs	1	2	3	4	5					
22. Develops pupil interest	1	2	3	4	5					
23. Demonstrates creative ability	1	2	3	4	5					

24. Keeps abreast of developments in the teaching field	1	2	3	4	5
25. Maintains good discipline	1	2	3	4	5
26. Shows sound judgment in the use of instructional materials	1	2	3	4	5
27. Uses tests and other evaluative criteria in an effective manner	1	2	3	4	5
28. Demonstrates competence in teaching field	1	2	3	4	5
29. Maintains a meaningful and appropriate classroom environment	1	2	3	4	5
30. Teaches respect for school property and equipment	1	2	3	4	5
31. Actively enforces school board policies, school rules, and regulations	1	2	3	4	5
32. Attends meetings designed to promote the educational program	1	2	3	4	5
33. Meets deadlines promptly	1	2	3	4	5
34. Seeks help before the situation gets out of hand	1	2	3	4	5
35. Gains and uses knowledge of instructional goals and how to accomplish them	1	2	3	4	5
36. Attempts to develop in each student a positive self-image	1	2	3	4	5
37. Tests and assignments given are meaningful and reasonable	1	2	3	4	5
38. Tests and assignments are graded and returned within a reasonable time	1	2	3	4	5
39. Students and parents are aware of the grading procedures and policy	1	2	3	4	5
40. Pupils are rated fairly as to their abilities and aptitudes	1	2	3	4	5
41. Meets and instructs assigned classes in the locations and at the times designated	1	2	3	4	5
42. Maintains accurate, complete, and correct written records as required by law, written district policy, and written district and building administrative regulations	1	2	3	4	5

APPENDIX 6

STUDENT FEEDBACK FORM

TO THE STUDENT: You are asked to complete this evaluation of the teacher. Please do this carefully; do not include your name on the form. Thank you for your cooperation in completing this form.

Circle the appropriate number:

	<u>Poor</u>			<u>Excellent</u>
1. Does your teacher show enthusiasm for teaching this course?	1	2	3	4 5
2. Do you feel your teacher is prepared for class?	1	2	3	4 5
3. To what degree has your teacher made you aware of what is expected of you in this course?	1	2	3	4 5
4. To what degree do you feel the teacher is willing to give you personal help with the course work?	1	2	3	4 5
5. To what degree is the teacher fair in grading?	1	2	3	4 5
6. Does the teacher encourage or permit discussion and different viewpoints?	1	2	3	4 5
7. Does the teacher organize and present the subject matter clearly?	1	2	3	4 5
8. Are the teacher's assignments clear?	1	2	3	4 5
9. Does the teacher make the course interesting to me?	1	2	3	4 5
10. How much concern or interest does the teacher show for students as persons?	1	2	3	4 5
11. How does the teacher in this course compare with all the teachers you have had in school?	1	2	3	4 5
12. To what extent has your knowledge, understanding or skill increased as a result of this course?	1	2	3	4 5
13. Considering everything, how would you rate this teacher?	1	2	3	4 5

APPENDIX 7

JOB TARGET FORM

Disposition: (1) Teacher's Copy; (2) Principal's Copy

October 1: Final date for the completion of this form.

Name of Unit Member _____

School, Grade and/or Subject _____

TARGETS - To be established by the evaluator and the unit member

EVALUATOR'S SPECIFIC RECOMMENDATIONS

OTHER COMMENTS

Signatures _____
(Unit Member) (Evaluator)

Date _____ Date _____

APPENDIX 9

TEACHER SUMMARY EVALUATION FORM

Name _____

Building _____ Evaluator _____

The following form is to be completed for the summary conference by the evaluator. Ratings are to be checked. The form will be discussed at the conference. Comments may be made on this form by either the evaluator or the evaluatee. At the conclusion of the evaluation conference a copy of this form will be inserted in the teacher's personnel file and a copy given to the employee.

I. Job Description

Effective	Needs Improvement	Unsatisfactory	Not Applicable	Refer to Comments	
					1. Meets and instructs assigned classes in the locations and at the times designed.
					2. Develops rapport with parents, community and school personnel.
					3. Makes provision for being available to students and parents for education-related purposes outside the instructional day when necessary.
					4. Cooperates with other members of the staff in planning instructional goals, objectives and methods.
					5. Assists the administration in implementing all policies and/or rules governing student life and conduct.
					6. Develops reasonable rules of classroom behavior and procedures.
					7. Observes confidential nature of matters relating to pupils, parents, or school personnel.
					8. Strives to implement by instruction and action the district's philosophy of education, instructional goals and objectives.
					9. Guides the learning process toward the achievement of curriculum goals; establishes clear objectives for all lessons, units and projects.
					10. Evaluates student progress on a regular basis.

Effective	Needs Improvement	Unsatisfactory	Not Applicable	Refer to Comments	
					11. Is alert to learning disabilities of students and seeks assistance of district specialists in meeting the special needs of students.
					12. Plans a program of study that meets the individual needs, interests and abilities of students.
					13. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
					14. Employs a variety of instructional techniques and instructional media consistent with the needs and capabilities of the individuals or student groups involved.
					15. Works to establish and maintain open lines of communication with students and their parents concerning both the broad academic and behavioral progress of all assigned students.
					16. Assists in the selection of books, equipment and other instructional materials.
					17. Supports school activities through participation and/or attendance.
					18. Attends staff meetings and serves on staff committees as required.
					19. Maintains accurate, complete and correct records (including PPO checklists) as required by law, district policy and administrative regulation.
					20. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences and/or advanced course work.
					21. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
					22. Prepares for classes assigned and shows written evidence of preparations.
					23. Meets deadlines as established by the administration.
					24. Other reasonable duties and responsibilities assigned by the building principal.
					25. Develops lesson plans that reflect course of study.
					26. Provides instruction to students that reflects course of study.
					27. Dresses professionally and appropriately.

II. Comments:

III. Job Targets:

A. The following statement(s) summarize the teacher's success in completing job targets set at the last evaluation:

B. Job targets for next evaluation:

C. Other Comments:

IV. Periodic Evaluation/Contract Recommendation

The following contract recommendation will be made to the Board of Education:

_____ Periodic Evaluation (No contract recommendation at this time)

_____ Renewal: _____ One Year _____ Two Years _____ Five Years

_____ Renewal: _____ Continuing

_____ Non-Renewal

The signature below certifies that the teacher has reviewed this in conference with the evaluator and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this form.

Signature of Teacher

Date

Signature of Evaluator

APPENDIX 10

REQUEST TO INSPECT PERSONNEL FILE INFORMATION FORM

Instructions

1. All sections of this form must be completed.
2. When completed, this form should be submitted to the district Treasurer.
3. The Treasurer will fill the request five (5) work days after receipt.
4. Any photocopies requested will be charged for at the current district rate.

PERSON MAKING REQUEST

Name (Printed) _____
Signature _____
Address _____
Telephone Number _____
Date _____

EMPLOYEE INFORMATION

Name _____
Position _____

INFORMATION REQUESTED

List the specific information requested utilizing proper identifying terminology.

Relate in detail the reasons for requesting the above information.

FOR OFFICIAL USE ONLY

Date received by Treasurer _____
Date Treasurer complied to request _____
Date notice sent to employee _____
Date request officially logged _____

APPENDIX 11

SECONDARY LEVEL DEPARTMENT HEAD

TITLE: Secondary Level Department Head

QUALIFICATIONS: 1. Demonstrated ability and interest in curriculum development and instructional improvement.
2. Interest in serving in leadership capacity.

REPORTS TO: Principal

JOB GOAL: To provide leadership, coordination and improvement to the department.

PERFORMANCE RESPONSIBILITIES:

A. Communication

1. Serve as a member of the Principal's Advisory Council.
2. Serve as a liaison between the principal and the other staff members.
3. Assist in the planning of inservice activities.
4. Assist in the coordination of special projects during the school year.
5. Coordinate departmental news for the newsletter and other news releases.

B. Curriculum

1. Assist in developing instructional goals for the school.
2. Establish, with other staff members, student goals for the department(s) based upon the instructional needs of their students.
3. Work with principal and Fairfield County Consultant to review test scores and other available materials to help determine curriculum and instructional needs of the department(s).
4. Coordinate the efforts of the teachers in instituting new curriculum and programs.
5. Assist the principal in establishing continuity in all subject areas for the junior-senior high school.
6. Coordinate instructional record keeping processes.

C. Other

1. Assist the principal in determining budgetary needs for the department(s) (math, science, English and social studies).
2. Assist the principal in preparation of purchase requests for textbooks and supplies as needed for the department(s).
3. Approve departmental requests for field trips, prior to submission to the principal in math, science, English and social studies departments.

APPENDIX 12

K-8 INSTRUCTIONAL TEAM LEADER

TITLE: K-8 Instructional Team Leader

QUALIFICATIONS: 1. Demonstrated ability and interest in curriculum development and instructional improvement.
2. Interest in serving in leadership capacity.

REPORTS TO: Principal

JOB GOAL: To provide instructional leadership and coordination at the assigned grade level.

PERFORMANCE RESPONSIBILITIES:

A. Communication

1. Serve as a member of the Principal's Advisory Council.
2. Serve as a liaison between the principal and the other staff members at that grade level.
3. Assist in the coordination of special projects during the school year.
4. Coordinate grade level news for the newsletter.
5. Assist in the planning of inservice activities.

B. Curriculum/Instruction

1. Assist in developing instructional goals for the school.
2. Work with principal and Fairfield County Consultant to review test scores and other available materials to help determine curricular and instructional needs of the grade level.
3. Establish, with other staff members, student goals for the grade level based upon the instructional needs of their students.
4. Coordinate the efforts of the teachers at the grade level in instituting new curriculum and programs.
5. Assist the principal in establishing continuity in all subject areas for the elementary school.
6. Serve as designee for principal at tutoring Building Level Team meetings.
7. Coordinate instructional record keeping processes.

C. Other

1. Assist the principal in determining budgetary needs for the grade level.
2. Assist the principal in preparation of purchase requests for textbooks and supplies as needed for the grade level.
3. Assist with scheduling as requested by the principal.

PART G. INSURANCE BENEFITS

1. PRESCRIPTION DRUG EXPENSE BENEFITS

For Employees and Dependents

Copay amount for:	<u>Drug Card Co-Pays</u>	<u>Mail Order Co-Pays</u>
• Generic	\$ 3.00	\$ 6.00
• Preferred Brand (Formulary)	\$13.00	\$26.00
• Non-Preferred Brand	\$30.00	\$60.00
• Single Source (No Alt. Available)	\$21.00	\$42.00
Benefit percentage	The Plan pays all covered charges incurred in excess of your co-pay amount	
Maximum benefit per calendar year		
• Retail Pharmacy and Mail Service combined	\$7,000 per Covered Person	
Dispensing limit		
• Retail pharmacy	34 days, plus 1 renewal	
• Mail service	90 days	
<p>Notes:</p> <p>Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. Unit members may choose to purchase prescriptions at a retail pharmacy or by mail (90 day supply). No benefits are payable for prescription drugs purchased at non-Member Pharmacies.</p> <p>Effective with newly prescribed medications, after January 1, 2006, the most cost effective drug (step-one or first-line), rather than more costly drug (step-two or second-line) will be dispensed first. Drugs that qualify for this step-therapy are often costly and highly advertised. Drugs for a given condition will be dispensed beginning with first-line, and then progress to more costly drugs as medical conditions warrant. The purpose of this provision is to use drugs in a sequential therapy program.</p>		

Specialty Pharmacy/J Code Drugs

Specialty/J Code drugs are newer, very high cost drugs. When there is a medical need for these drugs, dispensation is placed in a specialty pharmacy management program.

Specialty pharmacy drugs are available by mail order only in a 30 day supply. Co-payment for each prescription filled is \$100 with an annual out-of-pocket maximum of \$1,200 for specialty pharmacy drugs.

Specialty/J Code drugs are outside the \$7,000 limit for routine prescriptions cited above; however, the cost will apply to the lifetime maximum of \$3,000,000.

2. Maximum Lifetime Medical Expense Benefit

For Employees and Dependents

Maximum overall lifetime benefit	\$3,000,000 per Covered Person, but not more than \$1,000,000 in any one calendar year
Maximum lifetime benefit for organ/ tissue transplant procedures	\$1,000,000 per Covered Person

3. Comprehensive Medical Expense Benefits

For Employees and Dependents

Utilization Review (UR) - All Hospital Confinements and certain other services are subject to the "Utilization Review" provisions described later in this SPD. If you do not comply with the UR notification requirement, you will be responsible for paying the first 50%, up to \$250, of covered charges incurred for that Confinement or service.

Calendar Year Deductible Amount	Network Providers	Non-Network Providers
Per Covered Person	\$100	\$200
Per Family	\$200	\$400
Network Provider deductible amounts do not apply toward satisfying Non-Network Provider deductible amounts, but Non-Network Provider deductible amounts apply toward satisfying Network Provider deductible amounts		

Co-Insurance Limit per Calendar Year	Network Providers	Non-Network Providers
Per Covered Person	\$400	\$1,000
Per Family	\$1,000	\$2,000
Network Provider co-insurance amounts do not apply toward satisfying Non-Network Provider co-insurance amounts, but Non-Network Provider co-insurance amounts apply toward satisfying Network Provider co-insurance amounts		
Once your co-insurance amounts total the amounts shown above for a Covered Person or Family during any one calendar year, the Plan will pay 100% of covered charges incurred for that person or that Family during the remainder of that calendar year.		
The following charges do not apply toward meeting the co-insurance limit, nor is the benefit percentage for these charges increased to 100% once the co-insurance limit is met:		
<ul style="list-style-type: none"> • Any copay amount or calendar year deductible amount required by the Plan; • Any benefit penalty for non-compliance with Plan provisions; • Non-Network Provider charges for Inpatient and Outpatient Mental Health and Substance Abuse treatment; • Charges not covered by the Plan; • Charges in excess of the maximum benefits payable by the Plan. 		

Co-pays, Benefit Percentages and Co-insurance Amounts

Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Ambulance services	After the Network deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the Network Provider co-insurance limit		Pre-Authorization required for all non-emergency ambulance service.
Free-Standing Surgical Facility	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit	
Hospice services	After the Network deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the Network Provider co-insurance limit		Bereavement counseling limited to 2 visits during the 6-month period following the patient's death.
Hospital services • Emergency room	The deductible is waived. You pay a \$50 copay per visit, then the Plan pays 100% of excess covered charges.	The deductible is waived. You pay a \$50 copay per visit, then the Plan pays 100% of excess covered charges.	Copay is waived if admitted as an Inpatient within 48 hours of ER treatment for the same or related condition.
Hospital services • Other Inpatient and Outpatient services	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit	Certification required for all admissions
Mental Health and Substance Abuse treatment • Inpatient	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%. Not subject to the co-insurance limit.	<ul style="list-style-type: none"> Limited to 31 days per calendar year. Certification required for all admissions

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Mental Health and Substance Abuse treatment <ul style="list-style-type: none"> • Outpatient 	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%. Not subject to the co-insurance limit.	Limited to 31 visits per calendar year. If Pre-Authorized, 2 additional visits are available for each unused Inpatient day.
Physician services: <ul style="list-style-type: none"> • Musculoskeletal manipulations, adjustments and related modalities 	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	Limited to \$1,000 maximum benefit per calendar year, with no more than \$350 of that maximum payable for Non-Network Provider charges.
Physician services: <ul style="list-style-type: none"> • Physician office visits and services performed in the office during that visit. 	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per visit. After the copay and deductible are met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> • For Illness or Injury only • Excluding musculoskeletal manipulations, adjustments and related modalities • Excluding Mental Health and Substance Abuse treatment • Excluding therapy visits
Physician services: <ul style="list-style-type: none"> • Hospital emergency room Physician services 	The deductible is waived. The Plan pays 100% of covered charges.		

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Physician services: <ul style="list-style-type: none"> Other covered Physician services (Inpatient and Outpatient) 	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> Excluding Mental Health and Substance Abuse treatment For Illness or Injury only
Routine preventive care (Outpatient): <ul style="list-style-type: none"> Well-Child Care from birth through 8 years 	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per visit. After the copay and deductible are met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	Limited to \$1,000 maximum benefit from birth to age 1 with no more than \$500 available for Non-Network Provider services; and \$500 maximum benefit per 12-month period from age 1 through 8 years, with no more than \$150 available for Non-Network Provider services.
Routine preventive care (Outpatient): <ul style="list-style-type: none"> Mammogram 	The deductible is waived. You pay a \$15 copay per exam, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per exam. After the copay and deductible are met, the Plan pays 70% of covered charges, up to the maximum benefit. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> Non-Network charges limited to \$85 maximum benefit per exam. Limited to 1 exam per calendar year for females age 35 & older
Routine preventive care (Outpatient): <ul style="list-style-type: none"> Pap smear, lab charges only 	The deductible is waived. The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	Limited to 1 per calendar year

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Routine preventive care (Outpatient): <ul style="list-style-type: none"> • Routine physical exam and related office visit, labs, x-rays, screenings and immunizations for Covered Persons age 9 and older 	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per exam. After the copay and deductible are met, the Plan pays 70% of covered charges, up to the maximum benefit. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> • Limited to a maximum benefit of \$500 per calendar year, with no more than \$200 of that maximum payable for Non-Network Provider charges. • Copay applies to office visit charge only
Urgent Care Facility	The deductible is waived. You pay a \$25 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$35 copay per visit. After the copay and deductible are met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> • For Illness or Injury only • Excludes musculo-skeletal manipulations, adjustments and related modalities; excludes therapy services.
All other covered charges not mentioned above; for example: <ul style="list-style-type: none"> • Diagnostic services • Durable Medical Equipment • Extended Care Facility • Home Health Care • Medical supplies • Therapy services 	3. After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit.	4. After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	5. Refer to "Additional Benefit Limits" below.

Additional Benefit Limits (Network and Non-Network Providers combined)	
Extended Care Facility	31 days per calendar year
Private-duty nursing services	\$5,000 per calendar year
Therapy services <ul style="list-style-type: none"> • Occupational and physical therapy (combined) 	15 visits per calendar year. Additional visits may be available if Pre-Authorized.
Treatment of TMJ Syndrome	\$1,000 maximum benefit per calendar year

4. Dental Expense Benefits

For Employees and Dependents

Maximum benefit for: <ul style="list-style-type: none"> • Types I, II and III Services combined • Type IV Services 	\$1,500 per calendar year \$1,000 per Lifetime
Calendar year deductible amount <ul style="list-style-type: none"> • Type I Services • Types II, III and IV Services combined 	None \$25 per Covered Person \$50 per Family
Benefit percentage for: <ul style="list-style-type: none"> • Type I Services (Diagnostic & preventive) • Type II Services (Basic and oral surgery) • Type III Services (Major) • Type IV Services (Orthodontia) 	100% 80% 80% 60%

PART H. MEMORANDA OF UNDERSTANDING

1. National Board Certification Procedures

The following procedures will be observed for the National Board Certification reimbursement:

- A. The LPDC will approve up to eight members/teachers who have applied for admission into the NBC Program. In order to be considered for candidacy, the member must attend an orientation session and complete an application for the NBC Program.
- B. The member must submit documentation to the LPDC confirming candidacy status to the NBC Program.
- C. If more than eight members apply, then district seniority will serve as the tie breaker for candidacy.
- D. If one of the eight members discontinues the program, then there will be a new open period at which time additional candidates may apply for admission to the NBC Program.

2. Criteria for FUEA Involvement At Parent-Teacher Meetings

- A. If the parent/student is threatening any type of legal action.
- B. If the teacher requests, following an initial meeting with the parent or parent and administrator.
- C. If the parent/student is attempting to intimidate the teacher.
- D. If the parent/student is making accusations that are untrue.
- E. If the teacher wants to bring legal action against the parent/student.
- F. If the parent requests.
- G. If the IAT asks for FUEA representative to be there.

BOARD POLICY SHALL REFLECT THE FOLLOWING:

TEACHERS' CHILDREN & OPEN ENROLLMENT

During open enrollment, the Board shall utilize the following priorities when enrolling children in the District schools:

1st Priority: Children already in the District through open enrollment.

2nd Priority: Siblings of unit members' children already in the District through open enrollment.

3rd Priority. Siblings of all other children already in the District through open enrollment.

4th Priority: Unit members' children.

5th Priority: New applicants.

In the event Open Enrollment is closed unit member children will be permitted to attend as long as the individual is employed by the District.

All of the foregoing priorities are subject to class size limitations.

The determinations for enrollment in kindergarten will not be made until September 1 of each year.