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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER

CONTRACT

Between

Fairfield Education Association

And

**Fairfield Local Schools
Board of Education**

[HIGHLAND COUNTY]

July 1, 2011 to June 30, 2014

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Table of Contents

CHAPTER 1 (Chapter 1 of this contract applies to the entire bargaining unit.)	1
ARTICLE ONE – RECOGNITION	1
1.03 MANAGEMENT RIGHTS	1
ARTICLE TWO – PROCEDURES/NEGOTIATIONS	1
2.01 REQUEST FOR OPENING NEGOTIATIONS	1
2.02 TIME LIMIT FOR REOPENING NEGOTIATIONS	2
2.03 DURATION OF NEGOTIATIONS	2
2.04 NEGOTIATION REPRESENTATION	2
2.05 REPRESENTATION	2
2.06 AGREEMENT	2
2.07 DISAGREEMENT	3
2.08 RECESS – CAUCUS	3
2.09 EXECUTIVE SESSION	3
2.10 CONSULTANTS	3
ARTICLE THREE – GRIEVANCE	3
3.01 DEFINITION	3
3.07 PROCEDURE	4
ARTICLE FOUR – ASSOCIATION RIGHTS	5
4.01 RIGHTS	5
4.02 BULLETIN BOARDS	5
4.03 ASSOCIATION ANNOUNCEMENT	5
4.04 USE OF SCHOOL BUILDINGS	6
4.05 USE OF SCHOOL COPYING EQUIPMENT	6
4.06 ASSOCIATION RELEASE TIME	6
4.07 ASSOCIATION DUES DEDUCTION	6
4.08 RECEIPT OF BOARD FINANCIAL INFORMATION	7
4.09 BOARD RULES AND REGULATIONS	7
4.10 BOARD MINUTES	7
4.11 NEWLY HIRED EMPLOYEES	7
4.12 BARGAINING UNIT MEMBER MAIL BOXES/ELECTRONIC MAIL	7
4.13 DESIGNATED ASSOCIATION REPRESENTATIVE	7
4.14 PERSONNEL FILE	7
4.15 COMPLAINT PROCEDURES	8
ARTICLE FIVE – LEAVES OF ABSENCE	9
5.01 GENERAL	9
5.02 SICK LEAVE	9
5.03 PERSONAL LEAVE	10
5.04 BEREAVEMENT LEAVE	11
5.05 SABBATICAL LEAVE	11
5.06 JURY DUTY LEAVE	12
5.07 ASSAULT LEAVE	12
5.08 CHILD CARE LEAVE	12
5.09 MILITARY LEAVE	12
5.10 UNPAID MEDICAL LEAVE OF ABSENCE	13
ARTICLE SIX – TUITION WAIVER	14
6.01 CHILDREN OF STAFF	14
ARTICLE SEVEN – SCHOOL DISTRICT COMMUNICATION COMMITTEE	14
CHAPTER 2 (Chapter 2 of this contract applies to the certified staff.)	16
ARTICLE ONE – WORKING CONDITIONS	16
1.01 WORK YEAR	16
1.02 WORK DAY	16
1.03 PLANNING/CONFERENCE TIME	16
1.04 SENIORITY	17

1.05	REDUCTION-IN-FORCE.....	17
1.06	ASSIGNMENTS.....	19
1.07	VOLUNTARY TRANSFERS.....	19
1.08	INVOLUNTARY TRANSFERS.....	19
1.09	VACANCIES.....	19
1.10	CONTRACT SEQUENCE.....	19
1.11	NON-RENEWAL OF CONTRACTS.....	20
1.12	TENURE.....	21
1.13	TERMINATION.....	22
1.14	SUPPLEMENTAL LIMITED CONTRACTS.....	22
1.15	ATTENDANCE AT SCHOOL EVENTS.....	22
1.16	EVALUATION.....	23
1.17	TRAVEL – MILEAGE.....	24
1.18	TRAVEL – ROOM AND BOARD.....	24
1.19	LESSON PLANS.....	25
1.20	STUDENT MEDICAL PROCEDURES.....	25
1.21	TEACHING CERTIFICATE AND/OR LICENSE.....	25
1.22	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	26

ARTICLE TWO – SALARY AND FRINGE BENEFITS27

2.01	TEACHER SALARY SCHEDULES.....	27
2.02	CLASS COVERAGE/INTERVENTION COMPENSATION.....	27
2.03	TUITION REIMBURSEMENT.....	27
2.04	PLACEMENT ON THE SALARY SCHEDULE.....	28
2.05	MOVEMENT ON THE SALARY SCHEDULE.....	28
2.06	NOTIFICATION OF ADDITIONAL TRAINING.....	28
2.07	SERVICE CREDIT.....	28
2.08	FRINGE BENEFITS.....	28
2.09	MEDICAL INSURANCE.....	29
2.10	DENTAL INSURANCE.....	29
2.11	VISION INSURANCE.....	29
2.12	PART-TIME EMPLOYEE.....	29
2.13	TERM LIFE.....	30
2.14	SEVERANCE PAY.....	30
2.15	RETIREMENT INCENTIVE.....	31
2.16	STATE TEACHER RETIREMENT SYSTEM "PICK-UP".....	31
2.17	PAYMENT.....	32
2.18	DIRECT DEPOSIT.....	32

ARTICLE THREE – EMPLOYMENT OF RETIRED TEACHERS32

CHAPTER 3 (Chapter 3 of this contract applies to the classified staff.) 34

ARTICLE ONE – WORKING CONDITIONS.....34

1.01	SENIORITY.....	34
1.02	VACATIONS.....	34
1.03	HOLIDAYS.....	35
1.04	POSTING AND FILLING OF VACANCIES.....	35
1.05	OVERTIME.....	35
1.06	TIME SHEETS/CARDS.....	36
1.07	BREAKS.....	36
1.08	FIELD TRIP RATE.....	36
1.09	BUS MECHANIC WORK SCHEDULE/SUBSTITUTE CALLER.....	37
1.10	JOB DESCRIPTIONS.....	37
1.11	EVALUATION (CLASSIFIED).....	37
1.12	CALAMITY DAYS.....	38
1.13	LAYOFF AND RECALL.....	38
1.14	CONTRACT SEQUENCE.....	39
1.15	SUPPLEMENTAL CONTRACTS.....	40

ARTICLE TWO – SALARY AND FRINGE BENEFITS40

2.01	CLASSIFIED EMPLOYEES SALARY SCHEDULES.....	40
------	--	----

2.02 FRINGE BENEFITS 40
2.03 PAYMENT 44
2.04 DIRECT DEPOSIT 44
ARTICLE THREE – EMPLOYMENT OF RETIRED CLASSIFIED STAFF 45

CHAPTER 4 45

ARTICLE ONE – DURATION..... 45
1.01 ENTIRE AGREEMENT..... 45
1.02 CONFLICT OF LAW..... 46
1.03 WAIVER OF NEGOTIATIONS..... 46
1.04 DURATION..... 46

ARTICLE TWO – LETTERS OF UNDERSTANDING 46

ARTICLE THREE – SIGNATURES TO THE AGREEMENT 47

EXHIBITS 47
EXHIBIT A – CERTIFIED STAFF SCHEDULE..... 48
EXHIBIT B – CLASSIFIED SALARY SCHEDULE 49
EXHIBIT C – CONTINUING CONTRACT APPLICATION ERROR! BOOKMARK NOT DEFINED.
EXHIBIT D – SUPPLEMENTAL ACTIVITIES SALARY SCHEDULE 56
EXHIBIT E – GRIEVANCE FORM..... 57
EXHIBIT F – ORC 3319.087..... 58
EXHIBIT G – 412 CERTIFICATE..... 61
..... 62

CHAPTER 1

(CHAPTER 1 OF THIS CONTRACT APPLIES TO THE ENTIRE BARGAINING UNIT.)

ARTICLE ONE – RECOGNITION

- 1.01 The Fairfield Board of Education, hereinafter referred to as the "Board" recognizes the Fairfield Education Association, an affiliate of the Ohio and National Education Associations, hereinafter referred to as the "Association" as the sole and exclusive bargaining unit agent for all regular personnel employed by the Board under a written contract, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Technology and Director of Special Programs, the Athletic Director/Assistant Athletic Director and tutors on an as needed basis. Substitute teachers employed to take the place of a bargaining unit member will become members of the bargaining unit after sixty (60) days in the same position and will remain in the unit until the return of the absent member. Such recognition shall grant the Association the right to negotiate on subjects pertaining to salaries, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Collective Bargaining Agreement.
- 1.02 For the purposes of Chapter 3 of this contract, the bargaining unit for classified employees shall be defined to be all full-time and part-time regularly employed non-certified personnel excluding the Treasurer, Assistant Treasurers and Secretary to the Superintendent, Head Cook, and Maintenance/Transportation Director.
- 1.03 MANAGEMENT RIGHTS
- 1.031 The Board of Education retains, without limitations, all rights to manage and control the operations of the School District and to exercise, to the fullest extent permitted by law, those powers and that authority vested in it by law. The exercise of such power and authority shall be limited only by the express provisions of this Agreement.
- 1.032 All Bargaining unit employees shall be collectively referred to in this Agreement as bargaining unit members.

ARTICLE TWO – PROCEDURES/NEGOTIATIONS

- 2.01 REQUEST FOR OPENING NEGOTIATIONS
- 2.011 Requests to open negotiations shall be made in writing between February 1 and March 1 prior to the expiration of this Agreement. Requests to open negotiations shall be made in writing for insurance contributions, base salary, steps, and supplemental contracts. Requests by the Association shall be submitted to the Superintendent and requests by the Board shall be submitted to the President of the Association. The Association shall be responsible for notifying the Superintendent of the name of the Association President.



2.02 TIME LIMIT FOR REOPENING NEGOTIATIONS

2.021 Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session. After the second meeting, no new items may be presented for negotiation without mutual consent of the parties.

2.022 All proposals and counter proposals will be submitted in writing in such a manner as to permit approval and ratification of the proposal and counter proposal as presented.

2.03 DURATION OF NEGOTIATIONS

2.031 After sixty (60) days of negotiations or a review of all items presented for negotiations, whichever is earlier, either party may declare that a condition of impasse exists. The party declaring impasse shall be responsible for notifying the Federal Mediator and will provide the other party with a copy of the request. The Mediator may not require either party to make a concession or further proposal or counter proposal.

2.04 NEGOTIATION REPRESENTATION

2.041 Representatives of the Association shall meet with designated representatives of the Board to negotiate in good faith.

2.05 REPRESENTATION



2.051 Representation shall be limited to five (5) designated representatives of the Association and five (5) designated representatives of the Board. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Team members may change from time to time as determined by that team. Each team may have a maximum of two (2) substitutes with no more than one substitute per session from each team. Each team will designate one of its members who shall serve as spokesperson and who shall have authority to indicate tentative agreement on any proposal.

2.06 AGREEMENT



2.061 When final agreement is reached on the total negotiations package, it shall be reduced to writing and submitted to the Association membership for its ratification. The Association negotiators shall recommend the proposed Agreement for ratification unless they indicate otherwise in writing to the Board's negotiators. The Association membership will vote upon the negotiations package within ten (10) calendar days from the date of final agreement. If ratified by the Association, the Agreement shall be submitted to the Board for its consideration. The Board's negotiators shall recommend the proposed Agreement for adoption unless they indicate otherwise in writing to the Association negotiators. The Board shall vote not more than ten (10) calendar days after the receipt of notice of the Association ratification. If the Board adopts the total negotiations package, such action shall be deemed to have authorized the signing of the Contract as hereinafter provided. If the Agreement is ratified by the Association and the Board, the Agreement shall be signed by the President of the Board and the Superintendent on behalf of the Board and the Association Negotiations team.

2.062 A PDF copy of this Agreement shall be provided to both parties for distribution. A hard copy will be maintained in each building.

2.07 DISAGREEMENT

2.071 In the event that the parties are unable to reach agreement, after review of all issues properly submitted for negotiations, either team may declare that a condition of impasse exists. Upon such declaration, the parties will jointly request the services of a Mediator from the FMCS who shall assist the parties.

2.072 In the event the Association and the Board are unable to reach agreement through mediation, then the Association shall have the right to proceed in accordance with 4117.14(d) (2) and 4116.18(c) of the *Ohio Revised Code*. Such right shall be modified by further changes, if any, to the *Ohio Revised Code*.

2.08 RECESS – CAUCUS

2.081 The Chairperson of either team may call for a caucus of reasonable duration at any time.

2.09 EXECUTIVE SESSION

2.091 Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2.10 CONSULTANTS

2.101 Either party may utilize the services of a consultant at a meeting provided it notifies the other party of its intention to do so at least forty-eight (48) hours in advance of the meeting.

ARTICLE THREE – GRIEVANCE

3.01 DEFINITION

3.011 A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement, or Board policy.

3.012 A "grievant" is any member, group of members, or the Association (with respect to Association rights or matters involving three (3) or more members). Association grievances will identify the members harmed.

3.013 "Day" shall mean calendar day. During the summer when school is not in session, the time lines for grievance hearings shall be extended upon the request of either party.

3.014 "Administrator" shall mean the appropriate person who is being grieved. The grievance shall be filed at the lowest level where the grievance can be resolved.

3.015 "Representative" shall mean the person who is representing the grievant(s).

3.02 All hearings shall be held at a mutually agreed to time and place.

- 3.03 This grievance procedure will not prevent any member of the Association from asserting any claim in a court of law or administrative agency. However, upon asserting such claims, any grievance then pending based on the same circumstances will be waived.
- 3.04 The Association will be provided written notice of each grievance filed by a member of the bargaining unit. The Association, through its designated representative, will be notified of all grievance hearings and appeals. If the grievant chooses not to be represented by the Association, the Association reserves the right to have the opportunity to attend and participate for the sole purpose of ensuring that the resolution of the grievance is consistent with the provisions of this Agreement.
- 3.05 The Association will, within fourteen (14) days after the start of each school year, provide the Board with the name and address of a member of the bargaining unit who shall serve as the Association Grievance Representative until notification of a successor representative. Notices mailed to the Association Grievance Representative shall be deemed notice to the Association for all purposes under this Agreement.
- 3.06 It is the intent of the parties to settle all grievances at the lowest possible level.

3.07 PROCEDURE

3.071 INFORMAL PROCEDURE

Prior to initiating a grievance through the procedures contained in this Agreement, the bargaining unit member claiming to have been aggrieved shall first meet and confer with the administrator whose actions gave rise to the alleged grievance, and may be accompanied by a representative of the Association.

3.072 LEVEL ONE

Within twenty-one (21) days after the act or event giving rise to the grievance, the grievant will initiate the grievance at Level 1 by reducing the grievance to writing on Level One grievance form provided in the Master Contract. The Superintendent may conduct a hearing on the grievance within fourteen (14) days of the filing of the grievance. The grievant will be given at least seven (7) days advance notice of the hearing. A representative at any such hearing may accompany both the grievant and the Superintendent. The Superintendent will issue his/her decision in writing within fourteen (14) days after the filing of the grievance, or, if a hearing is held, within fourteen (14) days of the conclusion of the hearing. The decision will be mailed to the grievant and a copy will be provided to the Association representative.

3.073 LEVEL TWO

Within fourteen (14) days after the receipt of the Superintendent's decision, the Association may initiate an appeal of the grievance decision.

3.0731 BOARD POLICY

- 3.07311 If the grievance is based on Board policy, the decision will be appealed to the Board by giving notice of such appeal on the Level Two grievance form provided in the Master Contract and filing that form with the Treasurer of the School District. A copy of the appeal

form will be provided to the Superintendent and Association Representative.

- 3.07312 The Board, at or before its next regularly scheduled meeting, will hear the appeal. The grievant or representative will be provided the opportunity to present its case to the Board in executive session or open session. The Board will issue a written decision which will be mailed to the grievant and Association representative not more than fourteen (14) days following the Board meeting.

3.0732 NEGOTIATED AGREEMENT

- 3.07321 If the grievance is based on an alleged violation of the negotiated agreement, the decision may be appealed to advisory arbitration by giving notice to the Superintendent within fourteen (14) days after the mailing of the Superintendent's decision.
- 3.07322 If an appeal is filed, the grievant shall request a list of nine (9) names from the American Arbitration Association and the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.
- 3.07323 The arbitrator shall hold a hearing and issue his/her decision within thirty (30) days of the last hearing day. The decision shall be in writing and shall set forth the findings of fact and reasoning for the decision. The arbitrator shall rule only on those issues presented to him/her and shall not use his/her own rationale, other matters of law, or any other matter in reaching his/her conclusion. The arbitrator shall not have the power to add to, subtract from, or modify the Agreement.
- 3.07324 Any post-hearing briefs filed with a grievance shall address only the exhibits and oral testimony that was presented at the hearing.
- 3.07325 The decision of the arbitrator shall be advisory only.
- 3.07326 Each party shall pay one-half (1/2) of the cost of the arbitrator.

ARTICLE FOUR – ASSOCIATION RIGHTS

4.01 RIGHTS

- 4.011 The Association shall have the sole and exclusive rights as the representative of the bargaining unit.

4.02 BULLETIN BOARDS

- 4.021 The Association may install and use, for Association purposes only, bulletin boards in each area designated as a bargaining unit member's lounge or central work area.

4.03 ASSOCIATION ANNOUNCEMENT

4.031 Upon prior express approval of the building principal, designated Association Representatives may use the building intercom system for brief Association announcements prior to the beginning and after the end of any school day.

4.04 USE OF SCHOOL BUILDINGS

4.041 So long as the parties are not at negotiations impasse the Association may, with reasonable advance request and upon prior approval of the building principal, use those portions of the school buildings not then required for educational or extracurricular activities for the purpose of conducting Association meetings. The Association will have the opportunity to request and receive the use of school facilities which are made available to community groups on a rental basis (for example, the gymnasium and high school cafeteria) on the same basis as those facilities are made available to other groups. The Association will reimburse the Board for any additional costs associated with such use.

4.05 USE OF SCHOOL COPYING EQUIPMENT

4.051 The Association may have access for use of Board owned equipment provided that such equipment is not then needed for school purposes. The Association will reimburse the Board ten cents (10¢) for each copy. The Association will replace all paper. The designated Association building representative shall be responsible for providing the Treasurer with the actual count of the usage on a quarterly basis on March 30, June 30, September 30 and December 30.

4.06 ASSOCIATION RELEASE TIME

4.061 The Board will release designated Association Representatives from duty for purposes of Association leave. Association leave is limited to three (3) days per year. It shall be the responsibility of the Association President to notify the Superintendent at least five (5) working days prior to the request unless in the case of an emergency. Association leave must be used in increments of one-half (1/2) day or more at any one time.

4.07 ASSOCIATION DUES DEDUCTION

4.071 The Board agrees to deduct from the wages of any member of the Association, the dues, initiation fees and assessments of the Association, upon presentation of a written deduction authorization from any employee-member of the Association. All monies deducted for such purposes shall be paid promptly to the Association.

4.072 Deductions will be made in as nearly equal pay-period installments as possible during the school year and in an amount determined by the Association. Deductions shall begin with the first pay period in October.

4.073 The Board, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.

4.074 In the event an employee severs employment, the treasurer shall deduct all owed and remaining dues from that employee's last check. The Association, on or before September 20, shall transmit to the Board a list of those employees who have properly signed payroll deduction authorizations and submitted them to the Association.

4.08 RECEIPT OF BOARD FINANCIAL INFORMATION

4.081 The Board shall provide the Association with all the financial information included in the Board packet at the same time it is provided to the Board members.

4.09 BOARD RULES AND REGULATIONS

4.091 The Board will maintain a current copy of rules and regulations governing the activities of bargaining unit members on the District's website, and a paper copy shall be placed in the District's library. It will be the responsibility of each of the members to review and be familiar with such rules and regulations which are directly related to the working conditions for which the bargaining unit member is responsible.

4.10 BOARD MINUTES

4.101 The Board will provide the Association President with a copy of the minutes of each Board meeting when such minutes are available for distribution.

4.11 NEWLY HIRED EMPLOYEES

4.111 The Board will provide the Association President with the names, addresses and telephone numbers, if known, of newly hired bargaining unit members. Such information will be provided within five (5) days after the employment of the member.

4.12 BARGAINING UNIT MEMBER MAIL BOXES/ELECTRONIC MAIL

4.121 The Association may use bargaining unit member mailboxes and/or electronic mail for the dissemination of Association information provided that a copy of each item is provided to the building principal, or his/her designee and the Superintendent, at the same time the material is placed in the mailboxes or distributed via electronic mail.

4.13 DESIGNATED ASSOCIATION REPRESENTATIVE

4.131 The Association will, within two (2) weeks after their annual election of officers, designate an Association President for the receipt of any notice or other information provided under this Agreement. The designation will include the name, address and current telephone number of the President. Notice provided to the Association President at the address provided will be notice to the Association for all purposes under this Agreement. The designation will remain in effect until changed by the Association.

4.14 PERSONNEL FILE

4.141 The Board will maintain a personnel file for each bargaining unit member at the Board office or other designated location. Members of the bargaining unit may inspect their personnel files at reasonable times and upon prior request. Such members may be accompanied by a representative of their choice during such observation and the Board may monitor any file inspection to ensure that file materials are neither added to, deleted nor altered in any way. Members of the bargaining unit will be responsible for submitting to the Treasurer or the Board for inclusion in their personnel files copies of all teaching certificates and any awards or recognition which the member has earned. Copies of all written evaluations will be retained in the personnel file.

- 4.142 Any item that is placed in an employee's personnel file must first be approved by the Superintendent and a copy sent to the employee notifying him/her that there has been an addition/deletion to their file, and the employee will be notified in writing of the request. Within ten (10) working days the employee may provide a written rebuttal to any file addition which will be attached to item. If a request is made by an outside party to view an employee's file, information protected by the Privacy Act will be deleted from copies released to the outside party.

4.15 COMPLAINT PROCEDURES

1. Persons raising complaints to central office administration or to members of the board of education shall be referred to the appropriate building administrator.
2. Upon receipt of a complaint, the building administrator shall first refer the person to the bargaining unit member about whom the complaint is made. If the person refuses or does not wish to meet with the bargaining unit member, the building administrator shall meet with the person to determine the nature of the complaint.
3. After meeting with the person, if the building administrator intends to investigate the complaint, the building administrator shall notify the bargaining unit member of the complaint and schedule a meeting with the bargaining unit member so that the bargaining unit member may respond to the allegations of the complaint. The meeting shall take place no later than three (3) school days after the date of the notification to the bargaining unit member. At that meeting the bargaining unit member may present documentation or other evidence relating to the complaint. The bargaining unit member may be accompanied by an Association representative.
4. If the building administrator determines that no investigation is necessary or determines through the investigation that the allegations are not substantiated, no documentation relating to the complaint shall be placed in the personnel file; however, the documentation will be maintained in a separate file in accordance with the Ohio Public Records Law.
5. Any discipline issued due to a complaint under this section shall be subject to the grievance procedure.
6. No member will retaliate against or otherwise disadvantage any pupil as a result of a personal complaint.
7. No information received from a person who will not either identify him/herself or submit their complaint in writing shall be a foundation for discipline of the affected bargaining unit member. All information received from an unidentified source will be considered hearsay and without merit.
8. This section shall not apply to allegations involving child abuse, child neglect, criminal activity, or any other actions that are required to be reported by law or to complaints by an employee regarding another employee.

4.16

DISCIPLINE

- 4.161 Prior to imposing discipline, the employee shall be provided written notice of the time and place of the meeting, the nature of the issue causing the meeting, and that that the employee may bring a union representative with him/her to the meeting. At the meeting,

the employee shall be presented with the circumstances which may lead to discipline and shall be given the opportunity to provide evidence on his/her behalf.

ARTICLE FIVE – LEAVES OF ABSENCE

5.01 GENERAL

- 5.011 Any member eligible to purchase retirement credit by reason of leave of absence will purchase such credit during the first year after return from such leave. Such member will reimburse the Board for the Board's retirement contribution. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board for the premium costs the beginning of each month. This will be at no cost to the Board.
- 5.012 Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted, the member should make such request to the Superintendent prior to the expiration of the leave. If a vacancy exists and upon approval of the Board, the employee will be allowed to return to work in the same position, if one, or for a position for which the member is certified.

5.02 SICK LEAVE

- 5.021 Bargaining unit members shall earn sick leave at the rate of one and one-fourth (1-1/4) days per month for twelve (12) months, a maximum of fifteen (15) days per calendar year with unlimited accumulation.
- 5.022 Bargaining unit members who have earned sick leave from another Ohio public school system will be credited with a maximum of one hundred fifty (150) days of sick leave upon proper documentation to the treasurer of that earned leave.
- 5.023 Regularly employed bargaining unit members who work less than full-time shall receive pro-rated sick leave credit based upon the terms of the part-time employment.
- 5.024 All Bargaining Unit Members:
- 5.0241 All bargaining unit members who have exhausted their sick leave are eligible for a three (3) day advance beyond earned sick leave. This advance will be given upon written request submitted to the Superintendent a maximum of three (3) times during their employment with Fairfield Local Schools.
- 5.0242 All advanced sick leave shall be repaid by earned sick leave before additional advances are made.
- 5.0243 Should an employee exhaust accumulated sick leave and sick leave advance, payment shall be docked at his/her daily rate of pay.
- 5.0244 If an employee terminates employment with a sick leave advance balance, those days shall be deducted from his/her final payment.
- 5.025 New Bargaining Unit Members:

- 5.0251 New members of the Bargaining Unit bringing no accrued sick leave will be granted an automatic ten (10) day advancement of sick leave their first day of work.
- 5.0252 This leave shall be repaid by earned sick leave before additional advances are made.
- 5.0253 This initial ten (10) day advancement of sick leave shall be excluded from the maximum of three (3) leave advancements listed under ALL BARGAINING UNIT MEMBERS.
- 5.026 Sick leave may be used for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, illness or death in the bargaining unit member's immediate family; illness, injury or medical appointment associated with pregnancy, or other special hardship cases at the discretion of the Superintendent.
- 5.027 For the purpose of this regulation, immediate family shall be defined as husband, wife, mother, father, grandmother, grandfather, mother-in-law, father-in-law, son, daughter, sister, brother, grandchild or any other person living in the member's household.
- 5.028 The bargaining unit member shall complete a written report for sick leave justifying the use of sick leave, not later than the second work day after the bargaining unit member returns to work from sick leave. Any member absent from duty for more than ten (10) consecutive school days or any member the Superintendent suspects is using sick leave for an inappropriate purpose may be required to provide a physician's statement indicating the nature and extent of the illness and the expected date of return.
- 5.029 Bargaining unit members who are absent on sick leave, not in excess of their accumulated amount of sick leave, will receive their full pay for the days they are absent.
- 5.0210 Any bargaining unit member who has exhausted all accrued sick leave and who is unable to return to duty because of illness will apply for an unpaid leave of absence.
- 5.0211 Not less than once each month the Treasurer will notify each bargaining unit member of the number of then accrued and unused sick leave days to the credit of the member at that time.
- 5.0212 A written request for leave of absence for illness and/or other disability must be accompanied by a physician's statement giving the nature of the illness and specific recommendation that the person be relieved of his/her duties. Upon returning to duty from such leave of absence, the person must submit to the Superintendent a doctor's statement indicating such return to duty will not jeopardize the bargaining unit member's health.

5.03 PERSONAL LEAVE

- 5.031 Pursuant to this section and the Personal Leave Form, each bargaining unit member may be granted three (3) days of personal leave per school year upon completion of the proper forms provided by the administration and upon approval by the Superintendent or his/her designee. The bargaining unit member shall not be required to provide reasons for these days.

- 5.032 Requests for personal leave will be submitted to the Superintendent one week before the date of leave requested. In cases of emergency, this provision may be waived by the Superintendent.
- 5.033 Personal leave shall not be taken during state testing periods, the first or last week of the school year or the day before or the day after any regularly scheduled school holidays or break period except in cases of necessity or emergency and then upon prior approval of the Superintendent. The referenced exceptions include, as clarification, but are not limited to: a wedding, either the employee's or a member of the immediate family; graduation; taking a child to college; or attendance at a once-in-a-lifetime event, the scheduling of which is outside the control of the employee. These exceptions will require the approval of the Superintendent.
- 5.034 Personal leave days not used by an employee in any fiscal year shall be converted to sick leave and credited to that employee's sick leave balance.
- 5.035 Except in cases of emergency as determined by the Superintendent, no more than three (3) teachers may be granted personal leave per day and no more than one (1) per academic wing.
- 5.036 Except in cases of emergency as determined by the Superintendent, no more than three (3) classified persons may be granted personal leave per day and no more than one (1) in the same classification.

5.04 BEREAVEMENT LEAVE

- 5.041 Upon the occasion of a death in the family, bargaining unit members may use bereavement leave. Up to ten (10) days of sick leave will be granted for the death of an immediate family member:
- spouse or significant other
 - child
 - stepchild
 - parent
 - brother
 - sister
 - grandparent
 - grandchild
 - mother-in-law
 - father-in-law
 - brother-in-law
 - sister-in-law
 - daughter-in-law
 - son-in-law
- 5.042 Up to three days of sick leave will be granted for the death of a close relative, who is not a member of the immediate family. Absences in connection with bereavement leave must be approved by the Superintendent.

5.05 SABBATICAL LEAVE

- 5.051 Each bargaining unit member who has completed five (5) consecutive years of full-time teaching service in the district may apply for sabbatical leave for personal improvement for a period not to exceed one school year. No more than five percent (5%) of the bargaining unit may be absent on sabbatical leave at any one time.
- 5.052 Requests for sabbatical leave will be submitted, in writing, to the Superintendent and will include the course of study to be taken, the reasons for the leave and the requested beginning and ending dates. Such request will be submitted to the Board

together with the Superintendent's recommendation. No sabbatical leave request will be granted unless a qualified substitute is available.

- 5.053 Any member absent by reason of sabbatical leave may maintain insurance benefits, with approval of the insurance carrier, by submitting the full amount of premium charges to the Treasurer in advance of the time premium payments will be made to the carrier. Unless otherwise provided by the Board, all sabbatical leave will be without pay.

5.06 JURY DUTY LEAVE

- 5.061 The Board will provide paid leave for bargaining unit members called for jury duty. Such members will be required to notify the building principal when excused from jury duty service and to report for work on any such days if requested.

5.07 ASSAULT LEAVE

- 5.071 Bargaining unit members who are assaulted in the course of performing official duties for the Board and who are unable to perform their duties as a result of that assault will be provided with paid assault leave for up to five (5) days. A member may apply to the Superintendent for approval of up to ten (10) additional days of paid assault leave. The member shall be responsible for providing satisfactory medical documentation substantiating the member's disability for the additional period of assault leave requested. Assault leave will not be deducted from sick leave. The member requesting assault leave will meet with the appropriate law enforcement officer(s) to discuss initiating charges against the person committing the assault.

5.08 CHILD CARE LEAVE

- 5.081 Bargaining unit members who have completed one (1) or more consecutive years of teaching service and who are directly and immediately responsible for the primary care of an infant child of less than two (2) years of age, whether by birth or adoption, may apply to the Board for approval of child care leave. Child care leave, if granted, will be for the remainder of the semester or school year unless a bargaining unit member applies for sick leave after April 1 of the school year in which case the bargaining unit member may, upon request, be granted child care leave for the entire school year following the request. Except in emergency situations, the bargaining unit member eligible for and desiring the child care leave shall make application at least thirty (30) days prior to the anticipated starting date of the leave.
- 5.082 Bargaining unit members on approved unpaid child care leave shall have the right to continue coverage of all health insurance benefits. The bargaining unit member will make payments on a monthly basis to the Treasurer of the Board on forms provided by the Board. Not more than one (1) child care leave may be requested in any three (3) year period. Child care leave will not be approved unless a qualified substitute is available.

5.09 MILITARY LEAVE

- 5.091 Employees of Fairfield Local Schools who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of the reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military

service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year. However, employees of the District shall seek a postponement of military duty until the summer months so that the educational programming of students is not interrupted. In the event the postponement is not granted, the employee shall submit a Leave of Absence Form with a copy of the military orders at least five (5) days prior to the date of reporting for military duty (O.R.C. 5923.05 and O.A.G. 70-123).

- 5.092 Armed forces of the United States, for the purpose of this policy, shall include the following: Army, Navy, Marine Corps, Air Force, Coast Guard, Auxiliary Corps, as established by Congress, Army Nurse Corps, Navy Nurse Corps, Red Cross Nurse serving with the Armed Services, or hospital service of the United States Active duty with the Civil Air Patrol-Coastal Patrol, and such other service as is designated by Congress as included therein (O.R.C. 124.29).
- 5.093 Military leave of absence will be granted in accordance with state statute and the following provisions:
- 5.0931 The employee should request such leave in writing to the Superintendent.
- 5.0932 The employee must enter the armed services of the United States or its auxiliaries within the time period prescribed by statute of the beginning date of the leave (Bargaining Unit Members – forty (40) school days, Non-Bargaining Unit Members – eight (8) weeks).
- 5.0933 The employee must return from such service with a discharge other than dishonorable.
- 5.0934 Application for re-employment must be made to the Board within ninety (90) days of such discharge.
- 5.0935 Upon receiving such application, the employee shall be reemployed at the first of the next school semester. In the event that such application is made less than thirty (30) days prior to the first of such next school semester, re-employment will be for the first of the following school semester, unless the Board waives the requirement for such thirty (30) day period.
- 5.0936 For the purposes of seniority and placement on the salary scale, years of military leave shall be counted as though teaching services had been performed during that time.
- 5.0937 The District shall not discriminate against, refuse employment, non-renew, refuse to grant a continuing contract, or discharge from employment any individual because of his/her membership in the Ohio National Guard or any other military services unit of the United States (O.R.C. 5903.08).

5.10 UNPAID MEDICAL LEAVE OF ABSENCE

- 5.101 Upon written request of a bargaining unit member to the Board, the member shall be granted a leave of absence for illness or other disability in accordance with *Ohio Revised Code* 3319.13. Upon subsequent request, such leave may be renewed by the Board. The duration of the leave shall not exceed two (2) consecutive school years, unless mutually agreed to by the bargaining unit member and the Board.

- 5.102 A written request for leave of absence for illness and/or disability must be accompanied by a physician's statement giving the nature of the illness and specific recommendation that the person be relieved from his/her duties. Upon returning to duty from such leave of absence, the bargaining unit member must submit to the Superintendent, a doctor's statement indicating that such return to duty will not jeopardize the bargaining unit member's health.

ARTICLE SIX – TUITION WAIVER

6.01 CHILDREN OF STAFF

- 6.011 If the Board does not have an open enrollment policy, any non-resident, regular employee of Fairfield Local Schools may enroll, tuition-free, his/her natural, adopted, or step-child(ren), or any blood-related child(ren) of whom the employee has legal guardianship, within the following restrictions:
1. Application for admission, using the tuition waiver admission form, must be made prior to August 1, or within two weeks of the date of hire of the employee, whichever is later.
 2. The educational program most appropriate for the child must already exist as a program of the Fairfield Local School District.
 3. The Board will not provide any transportation outside the district, or beyond previously existing regular bus routes.
 4. Any child who causes repeated and/or severe disciplinary problems that result in suspension and/or expulsion may be denied admittance by decision of the Superintendent.
- 6.012 Unlike regular tuition students, class size will not be used as a basis for excluding any child who otherwise qualified for participation in this program.

ARTICLE SEVEN – SCHOOL DISTRICT COMMUNICATION COMMITTEE

- 7.01 There shall be a School District Communication Committee established that shall be co-chaired by the Fairfield Education Association President and the District Superintendent.
- 7.02 The members of the Communications Committee shall be:
1. District superintendent
 2. FEA president
 3. Elementary FEA building representative
 4. Middle School FEA building representative
 5. High School FEA building representative
 6. Bus Garage FEA representative
- 7.03 The intent of the Committee is to improve communications between staff and administration. The Communications Committee shall meet at least once every 9 weeks during the school year to discuss matters of common interest including but not limited to in-house communications,

community relations, student relations, scheduling, discipline, in-service, open house, maintenance, supplies, etc.

- 7.04 Special meetings may be scheduled when necessary. Other staff members may be invited to attend as needed.
- 7.05 Minutes of all meetings shall be kept and made available to all school personnel, including classified, certificated, supervisory, and administration.

CHAPTER 2

This Chapter applies to certified employees only.

ARTICLE ONE – WORKING CONDITIONS

1.01 WORK YEAR

- 1.011 The work year shall consist of not more than one hundred eighty-five (185) work days per school year for members of the bargaining unit exclusive of supplemental or extended duty assignments. Five (5) of the days will be "in-service" or "teacher work" days.
- 1.012 Within three (3) working days of determination that the calendar must be modified, all employees will be given written notice by the Superintendent of the amended calendar.

1.02 WORK DAY

- 1.021 The work day for members of the bargaining unit shall be seven (7) hours and fifteen (15) minutes in length.
- 1.022 The work day will include a thirty (30) minute duty free lunch period for members of the bargaining unit.
- 1.023 Classes shall end no later than 3:30 p.m.
- 1.024 In addition, the work day shall include building staff meetings, IEP conferences, parent/teacher conferences, open house or other customary duties which bargaining unit members are required to perform and which may be scheduled outside the seven (7) hour and fifteen (15) minute work day set forth above. Daily building schedules may vary as weather and other day to day conditions may require.
- 1.025 Up to nine (9) times per school year the administration may dismiss school one (1) hour early for purposes of teacher in-service. On those nine (9) early dismissal days, the work day for certificated members of the bargaining unit will be eight (8) hours and fifteen (15) minutes.

1.03 PLANNING/CONFERENCE TIME

- 1.031 Bargaining unit members in grades K to twelve (12) will be scheduled to have planning conference time of two hundred (200) minutes per week. It is understood and agreed that teachers may receive reduced planning time during those days when there is an early release, or when school is delayed or cancelled.
- 1.032 Principals will schedule planning/conference time on a regular, daily basis whenever possible, and as equitably as possible among all teaching staff members.
- 1.033 Planning/Conference time will be used for planning, teacher based team meetings and parent/pupil conferences as appropriate. Teacher based team meetings will not be required more than once per week.

1.04 SENIORITY

1.041 For the purpose of this contract, seniority shall mean the following:

1. The uninterrupted length of continuous service with the Board computed from the latest date of hire or appointment as a teacher.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority, and shall not constitute a break in seniority.
4. A tie in seniority shall occur when two or more employees have the same amount of seniority credit as determined by the seniority list.

1.042 Ties in seniority shall be broken by the following method:

1. The employee with the first day worked, then
2. The employee with the earliest date of employment (date of hire), then
3. A lottery will determine seniority in the case of a tie, with the most senior employee's name drawn first, etc. This procedure shall be implemented in the presence of the Association President or designated representative.

1.05 REDUCTION-IN-FORCE

1.051 When, by reason of decreased enrollment of pupils, return to work of regular bargaining unit members after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district or due to the loss, reduction or inadequacy of funds for current operation, discontinuance of instructional programs and/or for other reasons authorized by law, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction pursuant to Section 3319.17 of the *Ohio Revised Code*.

1.052 Prior to implementing a reduction-in-force for reasons other than the return to duty of bargaining unit members on leave, the Board shall notify the teaching staff of its intent to make such reduction no less than thirty (30) days prior to such reduction.

1.053 Prior to implementing a reduction-in-force for reasons other than return to duty of a regular bargaining unit member from leave of absence, the Board will cause to be prepared and posted a seniority list listing the area of certification/license, contract status, and length of service of all members of the bargaining unit. Members who believe that they have been incorrectly placed on the seniority list shall have a period of ten (10) school days within which to review the matter and make a determination. Failure to bring any claim of error in the seniority list to the Superintendent within the time provided will bar any later claim that the member has not been credited with the proper amount of seniority.

1.054 SUSPENSION OF CONTRACTS

1.0541 The Board will suspend the teaching contracts of bargaining unit members beginning with the least senior member employed under limited contracts within each teaching field affected. Regardless of seniority, no member within such field on continuing contract will be suspended until all such members on limited contract have first been suspended.

1.055 RECALL LIST

4.0551 Members of the bargaining unit whose teaching or supplemental contracts have been suspended will be placed on a recall list. Such members will be responsible for notifying the Board of their current mailing address, telephone number, any change in availability for recall and any change in teaching certification. Such notification will be updated by the member as changes occur.

1.056 RECALL TO SERVICE

1.0561 After posting vacancies in compliance with Chapter 2, Article 1.09, members of the bargaining unit whose contracts have been suspended will be recalled in reverse order of suspension to vacant teaching positions for which they are, or have become, certified. If not recalled within a period of two (2) years from the effective date of suspension, the name of the member will be removed from the recall list. Notice of recall will be given by telephone and by mail directed, postpaid, to the most recent address contained in the records of the Board. If the member has not provided written acceptance of the offer to recall within fifteen (15) days of the mailing of the notice of recall, or if the member declines recall, the member's name will be removed from the list. Members employed under limited teaching contracts will be removed from the recall list upon expiration of the term of the limited contract if not recalled prior to that date.

1.057 UPON RECALL

1.0571 Upon recall from suspension the member will be assigned to a teaching position for which the member is certified and placed on the salary schedule at the appropriate step. Time spent upon suspension of contract will not be considered as service for purposes of salary schedule placement or accrual of seniority.

1.058 POSTING SENIORITY LIST

1.0581 The seniority list shall be posted annually by October 15. The Board shall prepare and post on the designated bulletin board in each building/work site, a seniority list by job classification and date of hire. Said list shall be provided to the Association on or before the date of posting.

1.059 CORRECTION OF INACCURACIES

1.0591 The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

1.06 ASSIGNMENTS

1.061 All assignments of bargaining unit members will be made by the Superintendent in accordance with the needs of the school district and in a manner consistent with this Article.

1.07 VOLUNTARY TRANSFERS

1.071 Bargaining unit members desiring to transfer to a different teaching position may request such transfer in writing on or before March 1 of each year for the next school year. Such requests will be kept on file for the remainder of the school year and may be renewed annually. Any bargaining unit member who has requested transfer to a position which becomes vacant in that school year and who is not assigned to the position requested may request written reasons from the Superintendent.

1.08 INVOLUNTARY TRANSFERS

1.081 Prior to the Superintendent making an involuntary transfer, he/she shall meet with the involved bargaining unit member to explain the reason(s) for the transfer.

1.09 VACANCIES

1.091 A vacancy occurs when a new bargaining unit teaching or supplemental position is created or when a bargaining unit member employed in an existing teaching or supplemental position dies, resigns, or retires and the position will be filled. Vacancies which will occur after August 1 will be posted but may be filled immediately upon posting or any time thereafter. Posting will be completed once the vacancy notification has been posted at the Superintendent's office and teacher's lounges. Positions vacant before August 1 will be posted for ten (10) days. In determining the candidates for a vacant position, the Superintendent shall review transfer requests and building needs prior to the filling of the vacancy with a new employee. Every member of the bargaining unit shall have the opportunity to apply and be considered for any position for which the member is certified.

1.092 During the summer months when school is not in session, vacancies shall be emailed to each bargaining unit member district email and posted at the Superintendent's office and teacher's lounges. If a member indicates he/she does not have internet access, the posting shall be mailed to the last address given by the member.

Personnel File can be found in Chapter 1, Article Four, Section 4.14

Complaint Procedures can be found in Chapter 1, Article Four, Section 4.15

1.10 CONTRACT SEQUENCE

1.101 The initial employment contract of a bargaining unit member shall be a one-year limited contract.

1.102 Thereafter, if the bargaining unit member is not eligible for continuing contract status and is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term as follows:

First renewal

One-year contract

Second renewal
Third renewal
Fourth renewal

Two-year contract
Three-year contract
Five-year contract

- 1.103 Based upon the bargaining unit member's job as documented by both formal and informal evaluations, the Board in its discretion may interrupt the above sequence and issue either a one-year limited contract or a limited contract of lesser duration than that of a previous contract. When the Board exercises its discretion as provided in this subpart, the bargaining unit member may request written reasons from the Superintendent.
- 1.104 Upon request, the bargaining unit member will be given an opportunity to address the Board of Education in executive session solely to state the reason(s) he/she disagrees with the determination to interrupt the contract sequence in this Article.
- 1.105 Nothing herein shall be construed as limiting the Board's discretion to interrupt contract sequence.

1.11 NON-RENEWAL OF CONTRACTS

- 1.111 Prior to the principal making a recommendation of non-renewal, the bargaining unit member shall have been evaluated in accordance with this Agreement.
- 1.112 Any bargaining unit member receiving written notice of the intention from the Board not to re-employ him/her pursuant to this section may, within ten (10) days of the date on which he/she received the notice, file with the Treasurer of the Board a written demand for a written statement describing the circumstances that led to the Board's intention not to re-employ the bargaining unit member.
- 1.113 The Treasurer of the Board shall, within ten (10) days of the date on which he/she receives a written demand for a written statement pursuant to this section, provide to the bargaining unit member a written statement describing the circumstances that led to the Board's intention not to re-employ the bargaining unit member.
- 1.114 The bargaining unit member affected may, within five (5) days of the date on which he/she received the statement, file with the Treasurer of the Board a written demand for a hearing before the Board pursuant to this Section.
- 1.115 The hearing conducted shall be conducted by a majority of the Board members. The hearing shall be held in executive session of the Board unless the Board and the bargaining unit member agree to hold the hearing in public. The Superintendent, the individual(s) conducting the evaluation, the bargaining unit member and any person designated by either party to take a record of the hearing may be present at the hearing. The parties may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.
- 1.116 Within ten (10) days of the conclusion of the hearing, the Board shall issue to the bargaining unit member a written decision containing an order confirming the intention of the Board not to re-employ the bargaining unit member or an order vacating the intention not to re-employ. In the event the Board determines to vacate, the non-renewal and record of the intention, notice of the intention, and the hearing conducted pursuant to this division shall be expunged.

- 1.117 The bargaining unit member may appeal the order affirming the intention of the Board not to re-employ the bargaining unit member to the Court of Common Pleas of Highland County within thirty (30) days of the date on which the bargaining unit member receives the decision. On appeal, the issue shall be whether the Board complied with Chapter 2, Article 1.11 of the contract but not 3319.11 *Ohio Revised Code*.

1.12 TENURE

- 1.121 Teacher shall notify the Superintendent by November 1 if the teacher will be eligible for continuing contract for the following year.

A teacher whose initial license was issued prior to January 1, 2011 becomes eligible upon satisfaction of one of the following:

- A. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.
- B. Teacher has worked in the school district for three (3) of the last five (5) years and has a professional certificate.
- C. Teacher has worked in the school district for three (3) of the last five (5) years and has a professional license, and
 - 1. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or
 - 2. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has started and completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

A teachers whose initial license was issued after January 1, 2011, becomes eligible for continuing contract as follows:

- A. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
- B. The teacher has held an educator license for at least seven years.
- C. The teacher has completed the applicable one of the following:
 - (i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Chapter 2, Article 1.16, if the Board believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.

A member may withdraw his/her request for continuing contract at any time prior to Board action on the contract renewal.

To the extent permitted by law, the provisions of this Section are intended to and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contract.

Members may request a continuing contract by using the form found on Exhibit C.

1.13 TERMINATION

1.131 Bargaining unit members shall be terminated as set forth in Ohio Revised Code 3319.16 and 3319.161.

1.14 SUPPLEMENTAL LIMITED CONTRACTS

1.141 Supplemental Limited Contracts will be issued in written form for a stated term. All such contracts will expire at the end of the term stated without further action by the Board of Education or notice to the bargaining unit member.

1.142 Supplemental Limited Contracts will be paid upon completion and approval by their supervisor, Superintendent and the Treasurer at least two (2) weeks before the designated pay. Payment will be issued four times per fiscal year as follows:

First (1st) scheduled pay of November
First (1st) scheduled pay of March
Second (2nd) scheduled pay of April
Second (2nd) scheduled pay of June

1.15 ATTENDANCE AT SCHOOL EVENTS

1.151 Every certified/licensed teaching staff member will attend a minimum of four Fairfield school events each school year as specified below:

1. The events will be extra-curricular or co-curricular student events, or PTO meetings.
2. At least three of the four events attended will be ones involving students from the "grade group" being taught that year by that teacher. (For 1999-2001 the "grade groups" are K-6, 7-8 and 9-12. As of the 2001-02 school year "grade groups" will be K-4, 5-8 and 9-12.)

3. At least two of the events will be non-athletic events.
4. All events must be outside regular school hours and not otherwise required by virtue of supplemental contract or other provisions of the Master Contract.
5. The Principal(s) involved in the events will provide appropriate means for documenting attendance.

1.16 EVALUATION

- 1.161 The Board will adopt and implement a staff evaluation program for members of the bargaining unit.
- 1.162 For certificated bargaining unit members who are on the final year of a limited contract, the following limits apply:
 1. They shall be evaluated at least two (2) times during the year of contract expiration.
 2. The first evaluation will be completed by January 15, with the written report due by January 25, and the second evaluation shall be completed by April 1, with the written report due by April 10.
- 1.163 For all certificated bargaining unit members, the following limits apply:
 1. They shall be evaluated at least every other year.
 2. Evaluations shall not be done the first or last week of the school year.
- 1.164 The procedures below are applicable to all bargaining unit members, regardless of contract status:
 1. Each evaluation will include classroom observation of not less than thirty (30) consecutive minutes in duration, by an administrator.
 2. Each evaluation will be followed by a written evaluation report which will be delivered to the bargaining unit member within five (5) days following the evaluation and at least twenty-four hours prior to the follow-up conference. A follow-up conference will be scheduled within five (5) working days of receipt of the evaluation report.
 3. Written evaluation reports will include specific recommendations regarding any improvements needed in the bargaining unit member's teaching performance and reference to the means by which the bargaining unit member may obtain assistance in making such improvements.
 4. The grievance procedures shall be the exclusive forum for the presentation of complaints concerning the evaluation procedures as set forth in this Agreement. Upon filing of such a grievance, the evaluator may conduct a re-evaluation or take such other measure as may be necessary to cure any evaluation defect. Any such measure will be substituted in the time and place of the initial evaluation.

5. No grievance may be filed concerning any statement or recommendation contained in an evaluation or written evaluation report unless such statement or recommendation contained in the evaluation or written report contains material which is prohibited by a provision of the contract. Letters of rebuttal may be submitted and attached to reports; a written reply from the evaluator may also be submitted and attached. The letter of rebuttal shall be placed in the bargaining unit member's personnel file.
6. The forms used for observations and the evaluation form shall be identical for all certified bargaining unit members. The observation form shall include an area for the principal to make recommendations on any and all areas where the bargaining unit member needs to improve.
7. All evaluations shall be confidential to the extent allowed by law.
8. The Administration may conduct both announced and unannounced observations of a bargaining unit member's classroom performance. If the Administration determines to evaluate a bargaining unit member, it will conduct at least one announced classroom observation and will give the bargaining unit member notice of the observation at least two (2) workdays prior.
9. In addition to the evaluations provided for in this Article, within a reasonable time after the school year commences and before the first evaluation, the building principal will meet with bargaining unit members in his/her building at a faculty meeting to explain the evaluation procedure and discuss instructional objectives with those who attend the meeting. Employees being evaluated will be provided with instructional objectives which shall include those areas which need improvement as reflected on that individual's most recent evaluation report.
10. At the end of each conference which is held to discuss the evaluation or within a reasonable time thereafter, the bargaining unit member shall receive a free copy of all written observations and evaluations.
11. If a member is absent from work, and this absence prevents the completion of the observations and evaluations, the Board of Education may conduct the evaluations outside of the timelines set forth in this section.
12. It is agreed that the provisions of Chapter 2, Article 1.16 of this Contract shall supersede and replace 3319.111 of the *Ohio Revised Code*.

1.17 TRAVEL – MILEAGE

- 1.171 Bargaining unit members who are assigned travel to perform their duties shall receive the Internal Revenue Service rate for mileage. The number of miles traveled shall be submitted to the Superintendent for reimbursement.

1.18 TRAVEL – ROOM AND BOARD

- 1.181 The Board encourages bargaining unit members to represent the school district at appropriate local, state, regional, and national meetings upon the approval of the Board, the Superintendent, or his/her designee.

- 1.182 A written request with an estimate of expense should be submitted to the building principal prior to the date of the meeting. After reviewing the request, the building principal will forward the request to the Superintendent. The Superintendent will approve or disapprove the request and may modify, disapprove or approve the amount of reimbursement requested for mileage, meals, and lodging.
- 1.183 Meetings should involve recognized local, regional, state or national professional organizations whose purpose is to provide leadership and professional growth in the areas related to the assignment of the individual.
- 1.184 The School District expects participation in appropriate local organizations before approval or state or national meetings. Where appropriate, personnel attending meetings must be members of the organization.
- 1.185 Personnel must submit an itemized statement of expenses, including receipts, for registration, travel, meals and lodging for approval of the Superintendent or his/her designee in order to receive reimbursement.
- 1.186 Upon return from a professional meeting, upon request from the building principal, the bargaining unit member shall submit a written report concerning the subject matter of the meeting.
- 1.187 The bargaining unit member will be reimbursed for approved expenses within ten (10) days from the date the travel voucher is received by the Superintendent. The request for reimbursement must be submitted by the employee no later than thirty (30) days after the conclusion of the trip, or the reimbursement is waived. This requirement may be waived if the member missed the deadline due to emergency or extenuating circumstances.

1.19 LESSON PLANS

- 1.191 Each member of the bargaining unit will prepare and submit lesson plans in a form and manner and at such times as may be prescribed by the member's building principal.

1.20 STUDENT MEDICAL PROCEDURES

- 1.201 Employees who have not been properly trained shall not perform medical procedures on students. These procedures include but are not limited to the following acts:

- Changing diapers
- Utilizing a catheter
- Giving injections

- 1.202 Such medical procedures are to be performed only by aides or other persons who have had specialized training in administering help to students who have multiple physical handicaps.

1.21 TEACHING CERTIFICATE AND/OR LICENSE

- 1.211 Bargaining unit members will maintain in effect valid and current teaching certificates and/or licenses for all teaching fields to which such members are currently assigned. Bargaining unit members will file all teaching certificates and/or licenses (subject and area) with the Treasurer of the School District. Failure to do so may result in the termination of the bargaining unit member. Any certificate and/or license not so filed will

not be recognized for any purpose under this Agreement. Bargaining unit members will maintain in full force and effect any and all teaching certificates and/or licenses held on and after the effective date of this Agreement.

1.22 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 1.221 In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Fairfield Local School District in accordance with the following provisions:
- 1.2211 The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, and any other activity established by law for LPDCs. It is the intent that all such course work and activities are in concert with the identified needs and goals of the district and the building in which the educator works, as well as those of the individual educator.
 - 1.2212 The committee shall be composed of members: three (3) teachers, two (2) administrators. Terms shall be for two (2) years each, except that the initial selection of two (2) teachers and one (1) administrator shall be for three (3) year terms.
 - 1.2213 Teacher members shall be selected by the FEA. The focus of selection, as much as possible, shall represent a balance of teaching areas and grade levels.
 - 1.2214 The Superintendent shall select administrator members.
 - 1.2215 The LPDC shall meet a minimum of twice a year and shall adopt its own regulations for such meetings. All local meetings shall be held at a time and place that will not require substitutes.
 - 1.2216 Committee members may be re-appointed for successive terms, without limitation.
 - 1.2217 The LPDC shall be charged with the obligation for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC. The final step in that established procedure shall be an appeal to the local Board of Education.
 - 1.2218 If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term. All vacancies must be filled before the next meeting of the LPDC.
 - 1.2219 The Board shall provide the funds needed for the LPDC to function. The Board shall provide professional leave and appropriate reimbursements of expenses

for necessary outside meetings. Each member of the LPDC shall receive a stipend per the Supplemental Activities Schedule.
STAFF MEETINGS

1.22

1.221 Monthly staff meetings held after school will not exceed one hour in length. Besides regular monthly staff meetings, any other mandatory meetings employees will be given at least one weeks notice unless agreed upon by the Association.

Leaves of Absence can be found in Chapter 1, Article Five

ARTICLE TWO – SALARY AND FRINGE BENEFITS

2.01 TEACHER SALARY SCHEDULES

2.011 The Board shall implement the salary schedule attached hereto and designated Exhibit A.

2.012 The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit D. It is agreed to apply the same percentage increase to each supplemental as is applied to the base salary in succeeding years.

2.013 For the 2007-2008 school year only, the Fairfield Education Association agreed to freezing all years of service increases, and this clause will continue to be bargained in future negotiations for the purpose of returning the frozen step.

2.02 CLASS COVERAGE/INTERVENTION COMPENSATION

2.021 In the event that a certified teaching staff member is absent and no substitute has been secured, the Principal may assign other certified teaching staff members to cover the class(es) during their preparation time and/or other times when classes are not assigned.

2.022 Whenever such coverage is provided at the request of the Principal, the teacher assigned will be compensated at the rate of twenty dollars (\$20.00) per hour in increments to the closest one-quarter (1/4) hour.

2.023 This same rate of compensation will be provided whenever a certified teaching employee is asked by the Principal to provide intervention before school, after school, or during the employee's preparation time.

2.024 In both cases the teacher is responsible for securing and completing a time sheet and submitting it to the Principal for approval. Payment will be issued for that regular pay period.

2.03 TUITION REIMBURSEMENT

2.031 The Board shall establish a tuition reimbursement fund of \$10,000 for each year of this contract. Reimbursement will be made for courses in the teacher's area of certification or licensure.

2.032 The amount of reimbursement shall be prorated according to the amount of credit hours taken and the number of teachers participating in the program for the period of July 1 through June 30.

- 2.033 Payment shall be issued by August 15 of each year following the year in which the course was completed. A copy of the grade report and proof of payment to the college or university must be filed with the Treasurer's office in order to be eligible for reimbursement. Forms will be posted on the District's website.
- 2.034 The teacher must have received at least a B or better, or receive a passing grade in a pass/fail course in order to be eligible.
- 2.035 Only those teachers who have been employed in the District for at least two consecutive years are eligible. Additionally, teachers must be employed by the Board at the time of reimbursement in order to be eligible.
- 2.036 The course work must be with an accredited university or college and must be approved by the Superintendent prior to the member's attendance in order to be eligible for reimbursement. Accreditation must be through one of the six regional accreditation agencies. The American Council for Education or National Program of Non-collegiate Sponsored Instruction.

2.04 PLACEMENT ON THE SALARY SCHEDULE

- 2.041 A bargaining unit member shall be placed on the appropriate step and column of the salary schedule commensurate with the training and experience of the bargaining unit member, as provided in this Agreement.

2.05 MOVEMENT ON THE SALARY SCHEDULE

- 2.051 Bargaining unit members shall receive movement at the beginning of the school year in accordance with O.R.C. Section 3371.14.

2.06 NOTIFICATION OF ADDITIONAL TRAINING

- 2.061 It shall be the responsibility of the bargaining unit member to notify and file satisfactory evidence of completion of additional training, which would qualify the bargaining unit member for placement on a higher salary column, with the Treasurer of the Fairfield Local Board of Education by September 1. The Treasurer shall place the bargaining unit member in the proper salary column in accordance with training and years of experience, and such higher salary shall commence with the first pay day in September.

2.07 SERVICE CREDIT

- 2.071 Bargaining unit members hired by the Board shall be granted service credit in accordance with the provisions of Ohio Revised Code Section 3317.13(A). Previous teaching experience must be substantiated by supporting records from other schools and military service must be substantiated by military discharge.

2.08 FRINGE BENEFITS

- 2.081 All fringe benefits shall stay in effect for the duration of this Agreement unless otherwise stipulated.
- 2.082 The Board may change insurance carriers during the term of this Agreement as long as such change does not change the level of insurance benefits set forth in this Agreement.

2.083 The Association shall receive a copy of the original policy for coverage of each negotiated insurance policy contained in this contract.

2.09 MEDICAL INSURANCE

2.091 Effective July 1, 2005, the Board shall pay 75% of the family premium, and 79% of the single premium for each employee participating in the Board's group health insurance policy.

2.092 A District Insurance Committee shall be formed with the following stipulations:

1. The Committee shall have six members: the District Superintendent, District Treasurer, one Board member, the FEA President, one certified/licensed member of the bargaining unit appointed by FEA, and one classified member of the bargaining unit appointed by EFEA.
2. The Committee shall meet at least twice each year to review health insurance costs and trends.
3. The Committee shall annually determine the benefits package to be provided. The premium to be paid shall also be determined annually by the Committee as long as the district is participating in a self-insurance program.
4. All decisions of the District Insurance Committee must be by consensus of the six committee members.

2.093 The Board shall provide an optional Aflac, Flex One, Section 125 Flexible Spending Account for medical expenses and/or Dependent Day Care Account for each employee who desires to participate in such programs. The cost of any monthly administrative fees charged by providers shall be equally shared by the Board and the member. The cap on dependent care accounts and the medical reimbursement accounts will be the IRS limit. No member may draw out more than he/she has deposited into his/her account.

2.10 DENTAL INSURANCE

2.101 The Board will pay ninety five percent (95%) of the premium. Married couples both employed by the district shall share one policy.

2.11 VISION INSURANCE

2.111 The Board shall provide Vision Service Plus (VSP), Plan (B) / Two-Rate / \$20.00 Co-pay vision insurance and pay ninety five percent (95%) of the premium.

2.12 PART-TIME EMPLOYEE

2.121 Part-time employees shall be eligible for health, dental, and vision insurance but the Board contribution shall be pro-rated in accordance with the percentage of the regular work day and year worked by the employee (i.e., one half-time teacher would receive a Board contribution for dental or medical insurance equal to one-half (1/2) that provided for full-time).

2.13 TERM LIFE

2.131 The Board shall pay the premium of a term life policy for all members in the bargaining unit. The face value of each policy shall be \$50,000.00, for all members employed as of June 30, 2005 and continuously thereafter. Members employed on or after July 1, 2005, are subject to a reduction in the benefit due to restrictions as specified in the Group Life Insurance Benefits Handbook in effect at the time of the benefit claim.

2.14 SEVERANCE PAY

2.141 To be eligible for severance pay the employee must meet all the following requirements:

1. Retirement (disability or service) from active service with the public schools of Ohio.
2. Employee must have ten (10) or more years of service with the state, a political subdivision, or a combination thereof five of which must be with the Fairfield School District.
3. The employee must express, in writing, intent to retire on or before the last day of service with the Fairfield Local School System.
4. The employee must be eligible for the retirement on the last day of service with the Fairfield Local School System,

2.142 Payment of severance pay will be based on the following:

1. One-quarter (1/4) of the value of the employee's accrued, but unused, sick leave shall constitute the basis for severance pay.
2. Payment of severance pay will be based on the employee's daily rate of pay at the time of retirement.
3. Payment of severance pay eliminates all sick leave credit previously accrued, but unused, by the employee, and releases the Board for any further severance payment to the employee.

2.143 If an employee with at least three (3) years of service to the Fairfield Local School District dies while in the district's employ, and is within five (5) years of retirement eligibility, then his/her severance benefit shall be calculated as if retirement had taken place at the time of death. The severance benefit shall be paid to the deceased bargaining unit member's estate, unless otherwise designated in writing by the employee to the Board.

2.144 The attendance incentive specified in Item 8 of the Amendment to the Contract dated July 31, 2003 is discontinued effective July 1, 2005.

2.145 Upon retirement from the district, each employee age 55 or older will have his/her pay for the negotiated number of unused sick leave, unused vacation days, and retirement incentive deposited directly in an approved 403b account in his/her name, unless the amount due is less than \$1,000 (gross), in which case it will be paid directly to the employee via payroll.

Likewise, any employee under age 55 at retirement will have his/her separation pay deposited directly in an approved section 457 account in his/her name, unless the gross

amount due is less than \$1,000, in which case it will be paid directly to the retiring employee via payroll.

In the event the amount due a retiring employee exceeds the amount the IRS allows to be tax deferred in any one calendar year, the employee may choose to have the excess amount held and transferred to the qualifying account the next calendar year, or have it paid directly to him/her via payroll at separation.

2.15 RETIREMENT INCENTIVE

2.151 An employee who retires will receive a retirement incentive bonus based on the following formula:

$\frac{1}{2}\%$ (.005) of the employee's average total compensation the last three (3) full years of his/her employment in the district

multiplied by (X)

the number of complete years of service in the Fairfield Local Schools.

The following restrictions apply to this incentive:

1. The employee must be eligible for and taking initial regular retirement under either STRS or SERS. (Persons previously retired under STRS or SERS are ineligible.)
2. Effective June 30, 2009, this incentive applies to only those employees who retire with less than thirty-one (31) years of service credit under either STRS or SERS.
3. Retirement date must be during this contract term.
4. The employee must give the Board of Education a minimum of ninety (90) days written notice of his/her intent to retire.
5. An employee who retires during the school year receives no partial credit for that year in terms of bonus calculation; the bonus will be based on the last three complete years of service.
6. Compensation upon which the bonus is calculated includes all payment made to the employee from which retirement has been withheld.

2.152 The retirement incentive bonus will be paid within thirty days of the actual retirement date, provided written evidence of actual retirement (such as a copy of a retirement check or its stub) has been provided to the Treasurer.

2.16 STATE TEACHER RETIREMENT SYSTEM "PICK-UP"

2.161 The Board shall pick up (assume and pay) contributions to the State Teachers Retirement System (STRS) on behalf of members of the bargaining unit under the following terms and conditions:

1. The Board shall pick up the employee contribution to STRS required by O.R.C 3307.51 on the bargaining unit member's total annual salary. The bargaining unit

member's cash salary (annual salary minus pick up) shall be reduced by the amount to elect a wage increase or other benefit in lieu of this pick up.

2. The Board shall compute and remit the employer contribution to STRS based upon the bargaining unit member's total amount salary.
3. For Federal and Ohio tax purposes, the Board shall report the amount of the bargaining unit member's cash salary as the bargaining unit member's gross income. For municipal income tax purposes, the Board shall report the amount of the bargaining unit member's annual salary (cash salary plus pick up) as gross income. The Board shall compute income tax withholding based upon the applicable gross income as reported to the respective taxing authorities.
4. The total combined expenditures for a bargaining unit member's total annual salary, including the pick up, together with the Board's employee contribution to STRS shall not be greater than the expenditure the Board would have paid for salary and employer retirement contribution had this provision not been in effect.
5. This pick up obligation shall terminate immediately if any provision thereof is determined to be contrary to law or if an employer pick up is no longer authorized by the Internal Revenue Service, Ohio Department of Taxation or STRS. The bargaining unit member shall be solely liable for and assumes full legal responsibility for any individual current or back taxes, penalties and/or interest assessed by a taxing authority on any pick up amount(s) paid by the Board under the terms and conditions of this section.

2.17 PAYMENT

- 2.171 All members of the bargaining unit shall be paid contracted salary bi-weekly in twenty-six (26) equal installments per year. If the designated pay day falls on a legal holiday, the bargaining unit member shall be paid on the last regular working day prior to the legal holiday.
- 2.172 All deductions are at the discretion of the Treasurer of the Board of Education with the approval of the Board.

2.18 DIRECT DEPOSIT

- 2.181 All employees will have their pay electronically deposited directly into any standard savings or checking account at no cost to them.
- 2.182 The employee is responsible for notifying the Treasurer's office immediately in writing of any change in bank or account number.

ARTICLE THREE – EMPLOYMENT OF RETIRED TEACHERS

- 3.01 For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted service credit at the discretion of the Board.
- 3.02 PRTs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.

- 3.03 PRTs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status.
- 3.04 For purposes of Reduction In Force, PRTs will not accrue seniority. Anyone employed under a previous MOU regarding PRTs will continue to receive the benefits accorded by the MOU until their current employment contract expires.
- 3.05 PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.
- 3.06 PRTs shall not be eligible to participate in the District's medical, dental or vision insurance program.
- 3.07 Prior employment in the District is not guarantee of post-retirement employment or a particular assignment, if hired.
- 3.08 The parties intend for the provisions of this article to supersede, to the maximum extent permitted by law, all sections of the O.R.C. that may be in conflict with this Article. This includes, but is not limited to: O.R.C. §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

CHAPTER 3

This Chapter applies to classified employees only.

ARTICLE ONE – WORKING CONDITIONS

1.01 SENIORITY

1.011 For the purpose of this contract, seniority shall mean the following:

1. The uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the classification.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
5. Ties in seniority shall be broken by the following method:
 - The employee with the first day worked, then
 - The employee with the earliest date of employment (date of hire), then
 - By lottery with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of the association president or designated representative.

1.02 VACATIONS

1.021 Full time, twelve month employees will be eligible for vacations according to the following schedule:

One to four years of service 10 days
Five to nine years of service..... 15 days
Ten or more years of service..... 20 days

1.022 All earned vacation days must be used within eighteen months of the month in which they were accrued, unless a written approval of extension is given by the Superintendent. Vacation days not used within the time limit, and for which no written extension is given, will be forfeited.

1.023 Vacation may be taken in half or full day increments. All vacation leave dates must be approved by the Superintendent or his/her designee.

1.024 Any employee with accrued vacation days in excess of one and-a-half (1-1/2) times his/her annual vacation days earned will forfeit all such excess days.

1.025 If an employee dies while employed in the Fairfield Local School District, all accrued and unused vacation time will be paid in full (at the employee's daily rate of pay) to the estate of the deceased employee, unless otherwise designated in writing by the employee to the Board.

1.03 HOLIDAYS

1.031 Paid holidays for those employees who work a fifty-two (52) week year will be:

New Year's Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Paid holidays for those employees who work less than a fifty-two (52) week year will be:

New Year's Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

1.032 If an employee is required to work on a holiday, he/she shall be given compensatory time off.

1.033 If school is not in session, employees working the day before Thanksgiving and/or the day before Christmas may take the day as a paid vacation or personal day, subject to approval of the Superintendent.

1.04 POSTING AND FILLING OF VACANCIES

1.041 When a vacancy occurs in a classification, it shall be posted in a conspicuous place for a period of five (5) calendar days. If there are applicants from within the job classification applying for the vacancy, the Superintendent or designee shall fill the position with the applicant who has the greatest seniority in that job classification provided the most senior employee is qualified to perform the duties of the vacant position and there is no justifiable reason for not doing so.

1.05 OVERTIME

1.051 Classified employees shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked over 40 in any work week. For the purposes of overtime, holidays shall count as hours worked but all other leaves including but not limited to personal leave, vacation days, sick leave, and other unpaid leaves shall not count as hours worked for overtime purposes.

1.052 Classified employees who work more than their contracted number of hours in a week (under the same supervisor) are eligible to receive "Compensatory Time" (Comp Time) in lieu of being paid for the extra hours worked. Awarding of Comp Time must be mutually agreed upon in writing by both the employee and supervisor prior to the work being performed. Employees working under more than one supervisor during the week whose hours exceed their normal contracted hours are not eligible for comp time but will be paid at the appropriate rate.

Comp Time will be granted in the following manner:

- For each full hour worked in excess of the regularly scheduled work week, up to forty hours, one hour of comp time will be granted. (*Example*-An employee who regularly works thirty hours a week is asked to work an additional four (4) hours during a particular week. That employee may elect to receive four (4) hours of comp time in lieu of being paid at his/her normal rate for those four (4) hours.)
- For each full hour worked in excess of the regularly scheduled work week, above forty hours, one and one half hour of comp time will be granted. (*Example* – An employee who regularly works thirty hours a week and has exceeded the forty hour mark or a regular forty hour employee who is asked to work an extra four (4) hours during a particular week. That employee may elect to receive six (6) hours of comp time in lieu of being paid at his/her overtime rate for those four (4) hours.)

The use of comp time must be requested in writing through the employee's supervisor a minimum of three days in advance.

1.053 Weekend and/or evening work will be offered to the custodians on a rotating seniority basis, starting with the most senior custodian. If none of the custodians volunteer to take the weekend or evening work, the work may be assigned on a rotating seniority basis, beginning with the least senior custodian.

1.06 TIME SHEETS/CARDS

1.061 Classified employees shall complete time sheets or maintain time cards as required by their supervisor.

1.07 BREAKS

1.071 All employees regularly scheduled to work at least six (6) hours per day but less than eight (8) hours per day shall receive one (1) fifteen (15) minute break during their workday at a time designated by the supervisor.

1.072 All employees regularly scheduled to work eight (8) hours per day shall receive two (2) fifteen (15) minute breaks during the work day at times designated by the supervisor.

1.08 FIELD TRIP RATE

1.081 Bus drivers shall be paid at the rate of \$7.50 per hour while driving field trips and extracurricular runs with no driver receiving less than \$22.50 per field trip or extracurricular event. In the event of an overnight trip, drivers will be "off the clock" (not paid for) eight hours.

1.09 BUS MECHANIC WORK SCHEDULE/SUBSTITUTE CALLER

- 1.091 The bus mechanic will work eight hours per day, 260 days per year. Any additional hours required for bus emergencies will be compensated for either by paying appropriate overtime or through the use of "comp time".
- 1.092 The Superintendent shall approve one sub caller whose duty shall be to call and schedule substitute teachers, secretaries, nurses, and aides for the district. The sub caller shall be paid for all time he/she spends on these duties outside the school day.
- 1.093 If the duties of the sub caller cause the employee to incur additional costs, the district will agree to reimburse sub caller for the actual costs incurred for the use of the cell phone.

1.10 JOB DESCRIPTIONS

- 1.101 The Board shall provide each classified twelve (12) month employee with their written job description beginning August 1, 2002. The Board shall provide each classified nine (9) month employee with their written job description beginning January 1, 2003.
- 1.102 The written job description will be the primary basis for evaluation.

1.11 EVALUATION (CLASSIFIED)

- 1.111 The Board will adopt and implement an evaluation program for classified members of the bargaining unit.

Under this program:

1. Employees will be evaluated
 - 2 times in first year of employment
 - 2 times in second year of employment
 - 1 time in the third year of employment
 2. Classified employees on continuing contracts will be evaluated once every other year.
 3. All classified employees may also be evaluated on an as needed basis.
- 1.112 In addition to the evaluations provided for in this Article, within a reasonable time after the school year commences and before the first evaluation, the supervisor will meet with bargaining unit members at a meeting to explain the evaluation procedure and discuss objectives with those who attend the meeting.
- 1.113 Forms used shall be those adopted by the Board of Education for the position being evaluated and shall include an area for the supervisor to make recommendations.
- 1.114 The grievance procedures shall be the exclusive forum for the presentation of complaints concerning the evaluation procedures as set forth in this Agreement. Upon filing of such a grievance, the evaluator may conduct a reevaluation or take such other measure as may be necessary to cure any evaluation defect. Any such measure will be substituted in the time and place of the initial evaluation.

1.115 No grievance may be filed concerning any statement or recommendation contained in an evaluation or written evaluation report unless such statement or recommendation contained in the evaluation or written report contains material which is prohibited by a provision of the contract. Letters of rebuttal may be submitted and attached to the evaluation. A written reply from the evaluator may also be submitted and attached to the evaluation. All of these materials shall be placed in the bargaining unit member's personnel file.

1.116 All evaluations shall be confidential to the extent allowed by the law.

1.117 Each evaluation will be followed by a written report which will be delivered to the bargaining unit member within five (5) days following the evaluation. A follow-up conference will be scheduled within five (5) working days of receipt of the evaluation report.

1.12 CALAMITY DAYS

1.121 Employees working less than twelve months per year will not be required to work on any "calamity" days.

1.122 Twelve month employees will be required to report to work by 9:00 a.m. for a normal shift length unless the Highland County Sheriff has issued a "Level 3" snow emergency, or otherwise directed by the Superintendent. They will be responsible to:

1. Secure building, verifying all critical systems are operational.
2. Secure grounds, removing snow or storm debris.
3. Ensure all buses will be accessible and operable the next school day.

1.123 After all essential work is completed (1, 2 and 3) all employees will be released by their supervisor for the remainder of the day. The only exception will be the "A shift" custodian who will report at the normal time and will be released by the supervisor after working the number of hours as estimated by the supervisor needed for all essential work to be completed.

1.124 Any employee who has previously been paid in whole or in part for that day and did not report to work, shall not be entitled to additional compensation for the time worked on the make-up day for which the employee has already been paid.

1.13 LAYOFF AND RECALL

1.131 If, in the sole discretion of the Board, it is determined that a layoff is necessary for any reason, the following procedures shall govern such layoff.

1.1311 Affected employees shall be laid off according to seniority within the job classification, with the least senior employee laid off first.

1.132 Seniority shall be as defined in Chapter 3, Article 1.01.

1.1321 The following classifications shall be used for the purpose of defining classification in the event of layoff:

- Bus Drivers
- Mechanics
- Secretaries
- Cooks
- Custodians
- Aides

- 1.133 The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off. In the classification of layoff, employees with the least seniority shall be laid off first. However, full time employees within a given classification shall not be laid off when part time employees are working.
- 1.134 A full time employee who is being laid off in his/her current job classification may transfer his/her seniority into another job classification if that employee worked in that job classification for Fairfield Local Schools and is qualified (or licensed, if required) to work in that job classification at the time of the layoff notification.
- 1.135 At least seven (7) calendar days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications of those employees who are to be laid off. A copy of this posting shall be provided to the FEA. Employees laid off shall be paid for all earned but unpaid overtime and vacation days (if the employee desires or so requests) no later than fourteen (14) calendar days following the layoff.
- 1.136 For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees who have been laid off shall be placed on a reinstatement list in the reverse order of layoff.
- 1.137 After complying with Chapter 3, Article 1.04, recalls which occur in the classification of layoff shall be offered to the senior most employee in said classification by certified mail to the employee's last known address. Any employee who declines reinstatement or fails to respond within fourteen (14) calendar days of receipt of notice of recall shall be removed from the reinstatement list and shall be considered terminated. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement and to have terminated his/her employment fourteen (14) calendar days after postal delivery by certified mail was attempted.
- 1.138 The employee shall remain on the reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.

1.14 CONTRACT SEQUENCE

If the employee's initial contract is less than one year in length, and the employee is reemployed, the employee shall be reemployed on a one year contract.

After the employee completes a one year contract, if the employee is reemployed, the limited contract shall be for a period of one year. If the employee is re-employed at the conclusion of this contract, the employee shall be issued a two year contract.

At the end of the above contract sequence, if such contract is renewed, the employee shall be employed on a continuing contract.

The provisions of this section are intended to supersede the conflicting provisions of Ohio Revised Code section 3319.081 as it relates to the sequence of contracts.

1.15 SUPPLEMENTAL CONTRACTS

- 1.141 Supplemental Limited Contracts will be issued in written form for a stated term. All such contracts will expire at the end of the term without further action by the Board of Education or notice to the bargaining unit member.
- 1.142 Classified employees must complete a time sheet for each pay period in which any work toward fulfillment of the supplemental contract is done. Payment will be based on the hourly minimum wage in effect at the time the work is done. Payments will be made for each pay period in which work is done, until the amount as stated in the "Supplemental Activities Salary Schedule" is reached. Once that amount has been reached the employee must cease work for that supplemental until given specific written permission from the superintendent to continue those duties.
- 1.143 If the requirements of the supplemental contract have been fulfilled before the full amount as stated in the master contract has been reached, the balance will be paid the next pay period after all appropriate documentation that all duties have been completed has been provided to the treasurer's office.

ARTICLE TWO – SALARY AND FRINGE BENEFITS

2.01 CLASSIFIED EMPLOYEES SALARY SCHEDULES

2.011 SALARY

- 2.0111 Effective with each employee's first work day of the school year, the Board shall implement the salary schedule attached hereto and designated Exhibit B.
- 2.0112 For the 2007-2008 school year only, the Fairfield Education Association agreed to freezing all years of service increases. This clause will continue to be bargained in future negotiations for the purpose of returning the frozen step.

2.02 FRINGE BENEFITS

2.021 Full-time members of the bargaining unit shall receive the following fringe benefits:

2.022 MEDICAL INSURANCE

- 2.0221 Effective July 1, 2005, the Board shall pay 75% of the family premium, and 79% of the single premium for each employee participating in the Board's group health insurance policy.

2.0222 A District Insurance Committee shall be formed with the following stipulations:

- The Committee shall have six members: the District Superintendent, District Treasurer, one Board member, the FEA President, one certified/licensed member of the bargaining unit appointed by FEA, and one classified member of the bargaining unit appointed by EFEA.
- The Committee shall meet at least twice each year to review health insurance costs and trends.
- The Committee shall annually determine the benefits package to be provided. The premium to be paid shall also be determined annually by the committee as long as the district is participating in a self-insurance program.
- All decisions of the District Insurance Committee must be by consensus of the six committee members.

2.0223 The Board shall provide an optional Aflac, Flex One, Section 125 Flexible Spending Account for medical expenses and/or Dependent Day Care Account for each employee who desires to participate in such programs. The cost of any monthly administrative fees charged by providers shall be equally shared by the Board and the member. The cap on dependent care accounts and the medical reimbursement accounts will be the IRS limit. No member may draw out more than he/she has deposited into his/her account.

2.023 DENTAL INSURANCE

2.0231 The Board shall pay up to ninety five percent (95%) of premium for the existing dental insurance for each member in the bargaining unit.

2.024 VISION INSURANCE

2.0241 The Board shall Vision Insurance and pay ninety five percent (95%) of the premium.

2.025 DEFINITION OF FULL-TIME CLASSIFIED

2.0251 For the purposes of medical and dental insurance, full-time employee shall mean as set forth hereafter for each classification:

- Cooks - regularly scheduled to work five (5) hours per day, twenty-five (25) hours per week;
- Bus Driver - regularly scheduled to work six (6) hours per day, thirty (30) hours per week;
- Aides - regularly scheduled to work seven (7) hours per day, thirty-five (35) hours per week;
- Secretary - regularly scheduled to work eight (8) hours per day, forty (40) hours per week;

- Custodian - regularly scheduled to work eight (8) hours per day, forty (40) hours per week;
- Bus Mechanic - regularly scheduled to work eight (8) hours per day, forty (40) hours per week.

2.026 PART-TIME EMPLOYEE BENEFITS

2.0261 Less than full-time employees in each of the classifications above shall have medical, dental, and vision insurance available to them but the Board's contribution for said coverage shall be pro-rated based upon the portion of a work week the part-time employee works in relationship to that of a full-time employee in the same classification (i.e., a custodian who works twenty (20) hours per week would have a Board contribution of fifty percent (50%) of that which the Board contributes for a custodian who works forty (40) hours per week).

2.027 TERM LIFE

2.0271 The Board shall pay the premium of a term life policy for all members in the bargaining unit. The face value of each policy shall be \$50,000.00, for all members employed as of June 30, 2005 and continuously thereafter. Members employed on or after July 1, 2005, are subject to a reduction in the benefit due to restrictions as specified in the Group Life Insurance Benefits Handbook in effect at the time of the benefit claim.

2.028 SEVERANCE PAY

2.0281 To be eligible for severance pay the employee must meet all the following requirements:

1. Retirement (disability or service) from active service with the public schools of Ohio.
2. Employee must have ten (10) or more years of service with the state, a political subdivision, or a combination thereof, five of which must be with the Fairfield School District.
3. The employees must express, in writing, intent to retire on or before March 1.
4. The employee must be eligible for the retirement on the last day of service with the Fairfield Local School System.

2.0282 Upon retirement from the district, each employee age 55 or older will have his/her pay for the negotiated number of unused sick leave, unused vacation days, and retirement incentive deposited directly in an approved 403b account in his/her name, unless the amount due is less than \$1,000 (gross), in which case it will be paid directly to the employee via payroll.

Likewise, any employee under age 55 at retirement will have his/her separation pay deposited directly in an approved section 457 account in his/her name,

unless the gross amount due is less than \$1,000, in which case it will be paid directly to the retiring employee via payroll.

In the event the amount due a retiring employee exceeds the amount the IRS allows to be tax deferred in any one calendar year, the employee may choose to have the excess amount held and transferred to the qualifying account the next calendar year, or have it paid directly to him/her via payroll at separation.

2.0283 Payment of severance pay will be based on the following:

1. One-quarter (1/4) of the value of the employee's accrued, but unused sick leave shall constitute the basis for severance pay.
2. Payment of severance pay will be based on the employee's daily rate of pay at the time of retirement.
3. Payment of severance pay eliminates all sick leave credit previously accrued, but unused, by the employee, and releases the Board for any further severance payment to the employee.

2.0284 If an employee with at least 3 years of service to the Fairfield Local School District dies while in the district's employ, and is within five (5) years of retirement eligibility, then his/her severance benefit shall be calculated as if retirement had taken place at the time of death. The severance benefit shall be paid to the deceased bargaining unit member's estate, unless otherwise designated in writing by the employee to the Board.

2.0285 The attendance incentive specified in Item 8 of the Amendment to the Contract dated July 31, 2003 is discontinued effective July 1, 2005.

2.029 RETIREMENT INCENTIVE

2.0291 An employee who retires will receive a retirement incentive bonus based on the following formula:

$\frac{1}{2}\%$ (.005) of the employee's average total compensation the last three (3) full years of his/her employment in the district.

multiplied by (X)

the number of complete years of service in the Fairfield Local Schools.

The following restrictions apply to this incentive:

1. The employee must be eligible for and taking initial regular retirement under either STRS or SERS. (Persons previously retired under STRS or SERS are ineligible.)
2. Effective June 30, 2009, this incentive applies to only those employees who retire with less than thirty-one (31) years of service credit under either STRS or SERS.
3. Retirement date must be during this contract term.

4. The employee must give the Board of Education a minimum of ninety (90) days written notice of his/her intent to retire.
5. An employee who retires during the school year receives no partial credit for that year in terms of bonus calculation; the bonus will be based on the last three complete years of service.
6. Compensation upon which the bonus is calculated includes all payment made to the employee from which retirement has been withheld.

2.0292 The retirement incentive bonus will be paid within thirty days of the actual retirement date, provided written evidence of actual retirement (such as a copy of a retirement check or its stub) has been provided to the Treasurer.

2.030 SERS PICK-UP

2.0301 The Board shall designate each employee's mandatory contribution to the School Employees Retirement System of Ohio as "picked-up" by the Board although it shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board, as subject to Federal and State Income Tax, shall be the employee's total gross income reduced by the then current percentage amount of the employee's SERS contribution. No employee's total salary shall be increased by such "pick-up" nor shall the Board's total contribution to SERS be increased thereby. There shall be no increased cost to the Board except incidental administrative costs necessary to implement this program.

2.0302 It is expressly understood that all employees covered by this collective bargaining agreement shall be subject to this provision as a condition of their employment.

2.0303 The members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they assume any and all liability as a result of an adverse ruling by the Internal Revenue Service.

2.03 PAYMENT

2.031 All members of the bargaining unit shall be paid contracted salary bi-weekly in twenty-six (26) equal installments per year. If the designated pay day falls on a legal holiday, the bargaining unit member shall be paid on the last regular working day prior to the legal holiday.

2.032 All deductions are at the discretion of the Treasurer of the Board of Education with the approval of the Board.

2.04 DIRECT DEPOSIT

2.041 All employees will have their pay electronically deposited directly into any standard savings or checking account at no cost to them.

- 2.042 The employee is responsible for notifying the Treasurer's office immediately in writing of any change in bank or account number.

ARTICLE THREE – EMPLOYMENT OF RETIRED CLASSIFIED STAFF

- 3.01 For purposes of salary schedule placement upon initial employment, a previously retired classified staff ("PRCS") will be granted a minimum of three (3) and a maximum of six (6) years service credit, at the discretion of the Board. (A PRCS with less than three years of credit experience will be initially placed at their appropriate experience step on the salary schedule). The PRCS will be placed on the appropriate column of the salary schedule. A PRCS may advance up to but not beyond Step 6 on the salary schedule.
- 3.02 PRCS will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.
- 3.03 PRCS may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status.
- 3.04 For purposes of Reduction In Force, PRCS will not accrue seniority.
- 3.05 PRCS shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.
- 3.06 PRCS shall not be eligible to participate in the District's medical, dental or vision insurance programs.
- 3.07 PRCS on a twelve month contract will be eligible for ten (10) days of vacation each year. These vacation days do not accrue, and may not be carried forward to the next contract year.
- 3.08 Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- 3.09 The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the O.R.C. that may be in conflict with this Article. This includes, but is not limited to, O.R.C. §3319.13, and §124.39(B), §3317.12, §3319.081, §3319.083, §3319.084, and §3319.141.

CHAPTER 4

ARTICLE ONE – DURATION

1.01 ENTIRE AGREEMENT

- 1.011 This Agreement constitutes the entire Agreement between the parties, and supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.
- 1.012 All Board/Administrative policies, rules, regulations and practices which have governed all items, set forth in this contract shall become null and void.



1.02 CONFLICT OF LAW

- 1.021 If any provisions of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued (except as specifically set forth in Section 4117.10(A) of the *Ohio Revised Code*), such provisions, applications or agreements shall be inoperative but the remaining provisions hereof shall remain in effect.
- 1.022 If a court or administrative/regulatory agency of competent jurisdiction determines that any provision or application of this Agreement is in conflict with any federal or state law, regulation ruling or order, either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to negotiate the provision within thirty (30) calendar days within receipt of a request unless mutually agreed otherwise.

1.03 WAIVER OF NEGOTIATIONS

- 
- 1.031 No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties. The waiver of any breach or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the Board shall not be deemed to waive any such rights or the right to exercise them in some other way in the future. The parties acknowledge that this Agreement, together with any written modification thereof, embody the complete and final understanding reached by the parties as to the wages, hours and other terms and conditions of employment of all employees covered by this Agreement.
- 1.032 The parties each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement. During the term of the Agreement, the Association hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the Board's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

1.04 DURATION

- 1.041 This contract shall be effective beginning with its execution through June 30, 2014.

ARTICLE TWO – LETTERS OF UNDERSTANDING

- 
- 2.01 There will be instances when an agreement between the Board of Education and the Bargaining Unit (FEA) will be reached that will not require an amendment to the Master Contract or reopening of negotiations. Such agreements will be documented in 'Letters of Understanding' (LOUs) and will be signed by a representative of each party.
- 2.02 Copies of LOUs will be maintained by both the Board and the FEA with the Master Contract. Every LOU will have specific language incorporated that will specify its expiration date. Either

party can request that an LOU be reviewed at any time prior to its expiration date for modification/termination as needed. Any such modification/termination can be made only by mutual agreement of both the Board of Education and the FEA. LOUs in effect at the expiration of the current Master Contract will also be terminated and may be negotiated as issues during the subsequent Master Contract negotiations between the Board and FEA.

ARTICLE THREE – SIGNATURES TO THE AGREEMENT

3.01 In witness whereof, the parties have executed this Agreement through their duly authorized representatives on the dates set forth opposite their names.

FOR THE ASSOCIATION

FOR THE BOARD

By *Quint Se,* 6/20/11
President Date

By *Ronald S. Finney* 6/20/11
President Date

By *William Garcia* 6/20/11
Superintendent Date

By *Bart Barber* 6/20/11
Treasurer Date

EXHIBITS



Exhibit A

Teacher Salary Schedule

Exhibit B

Classified Salary Schedule

Exhibit C

Continuing Contract Application

Exhibit D

Supplemental Activities Salary Schedule

Exhibit E

Grievance Form

Exhibit F

O.R.C. 3319.087

Exhibit G

412 Certificate



EXHIBIT A – 2011-2014 CERTIFIED STAFF SCHEDULE

Fairfield Local School District
Effective
7/1/2011-6/30/12

Step	1		2		3		4		5		6	
	Less/ Bachelor		Bachelor		Five Year		Masters		Masters +15		Masters +30	
0	0.865	\$26,300	1.00	\$30,518	1.03	\$31,678	1.0	\$33,417	1.1	\$36,133	1.2	\$37,873
1	0.900	\$27,466	1.03	\$31,678	1.08	\$32,990	1.1	\$34,882	1.2	\$37,598	1.2	\$39,338
2	0.935	\$28,534	1.07	\$32,837	1.12	\$34,302	1.1	\$36,347	1.2	\$39,063	1.3	\$40,803
3	0.970	\$29,602	1.11	\$33,947	1.16	\$35,615	1.2	\$37,812	1.3	\$40,528	1.3	\$42,267
4	1.005	\$30,671	1.15	\$35,157	1.21	\$36,927	1.2	\$39,277	1.3	\$41,993	1.4	\$43,732
5	1.040	\$31,739	1.19	\$36,316	1.25	\$38,239	1.3	\$40,742	1.4	\$43,458	1.4	\$45,197
6	1.040	\$31,739	1.22	\$37,476	1.29	\$39,551	1.3	\$42,208	1.4	\$44,922	1.5	\$46,662
7	1.040	\$31,739	1.26	\$38,636	1.33	\$40,864	1.4	\$43,671	1.5	\$46,387	1.5	\$48,127
8	1.040	\$31,739	1.30	\$39,795	1.38	\$42,176	1.4	\$45,138	1.5	\$47,852	1.6	\$49,592
9	1.040	\$31,739	1.34	\$40,955	1.42	\$43,488	1.5	\$46,601	1.6	\$49,317	1.6	\$51,057
10	1.040	\$31,739	1.38	\$42,115	1.46	\$44,800	1.5	\$48,066	1.6	\$50,782	1.7	\$52,522
11	1.040	\$31,739	1.41	\$43,275	1.51	\$46,113	1.6	\$49,531	1.7	\$52,247	1.7	\$53,987
12	1.040	\$31,739	1.45	\$44,434	1.55	\$47,425	1.6	\$50,996	1.7	\$53,712	1.8	\$55,452
13	1.040	\$31,739	1.45	\$44,434	1.59	\$48,737	1.7	\$52,461	1.8	\$55,177	1.8	\$56,917
14	1.040	\$31,739	1.45	\$44,434	1.59	\$48,737	1.7	\$52,461	1.8	\$55,177	1.8	\$56,917
15	1.040	\$31,739	1.45	\$44,434	1.59	\$48,737	1.7	\$52,461	1.8	\$55,177	1.8	\$56,917
16	1.040	\$31,739	1.45	\$44,434	1.59	\$48,737	1.7	\$52,461	1.8	\$55,177	1.8	\$56,917
17	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.7	\$53,925	1.8	\$56,641	1.9	\$58,381
18	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.7	\$53,925	1.8	\$56,641	1.9	\$58,381
19	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.8	\$55,390	1.9	\$58,106	1.9	\$59,846
20	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.8	\$55,390	1.9	\$58,106	1.9	\$59,846
21	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.8	\$56,855	1.9	\$59,571	2.0	\$61,311
22	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.8	\$56,855	1.9	\$59,571	2.0	\$61,311
23	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.9	\$58,320	2.0	\$61,036	2.0	\$62,776
24	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.9	\$58,320	2.0	\$61,036	2.0	\$62,776
25	1.040	\$31,739	1.45	\$44,434	1.64	\$50,050	1.9	\$58,320	2.0	\$61,036	2.0	\$62,776

26	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$58,311	2.0	\$61,000	2.0	\$62,757
27	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
28	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
29	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
30	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
31	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
32	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
33	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
34	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205
35	1.040	\$31,700	1.45	\$44,460	1.64	\$50,050	1.9	\$59,759	2.0	\$62,548	2.1	\$64,205

\$30,518

Exhibit B, Classified Salary Schedules
 2011-2014

SECRETARY 1			SEC'Y/ASSOC. 2		
<u>Step</u>	<u>Increment</u>	<u>Salary</u>	<u>Step</u>	<u>Increment</u>	<u>Salary</u>
0	0.560	\$ 17,090	0	0.600	\$ 18,311
1	0.597	\$ 18,219	1	0.637	\$ 19,440
2	0.634	\$ 19,348	2	0.674	\$ 20,569
3	0.671	\$ 20,478	3	0.711	\$ 21,698
4	0.708	\$ 21,607	4	0.748	\$ 22,827
5	0.745	\$ 22,736	5	0.785	\$ 23,957
6	0.782	\$ 23,865	6	0.822	\$ 25,086
7	0.819	\$ 24,994	7	0.859	\$ 26,215
8	0.819	\$ 24,994	8	0.859	\$ 26,215
9	0.819	\$ 24,994	9	0.859	\$ 26,215
10	0.856	\$ 26,123	10	0.896	\$ 27,344
11	0.856	\$ 26,123	11	0.896	\$ 27,344
12	0.893	\$ 27,253	12	0.933	\$ 28,473
13	0.893	\$ 27,253	13	0.933	\$ 28,473
14	0.893	\$ 27,253	14	0.933	\$ 28,473
15	0.893	\$ 27,253	15	0.933	\$ 28,473
16	0.893	\$ 27,253	16	0.933	\$ 28,473
17	0.930	\$ 28,382	17	0.970	\$ 29,602
18	0.930	\$ 28,382	18	0.970	\$ 29,602
19	0.930	\$ 28,382	19	0.970	\$ 29,602
20	0.930	\$ 28,382	20	0.970	\$ 29,602
21	0.930	\$ 28,382	21	0.970	\$ 29,602
22	0.930	\$ 28,382	22	0.970	\$ 29,602
23	0.967	\$ 29,511	23	1.007	\$ 30,732
24	0.967	\$ 29,511	24	1.007	\$ 30,732
25	0.967	\$ 29,511	25	1.007	\$ 30,732
26	0.967	\$ 29,511	26	1.007	\$ 30,732
27	1.004	\$ 30,640	27	1.044	\$ 31,861
28	1.004	\$ 30,640	28	1.044	\$ 31,861
29	1.004	\$ 30,640	29	1.044	\$ 31,861
30	1.004	\$ 30,640	30	1.044	\$ 31,861

EMIS COORD 3			COOK 4		
<u>Step</u>	<u>Increment</u>	<u>Salary</u>	<u>Step</u>	<u>Increment</u>	<u>Salary</u>
0	0.650	\$ 19,837	0	0.25	\$ 7,630
1	0.687	\$ 20,966	1	0.27	\$ 8,240
2	0.724	\$ 22,095	2	0.29	\$ 8,850
3	0.761	\$ 23,224	3	0.31	\$ 9,461
4	0.798	\$ 24,353	4	0.33	\$ 10,071
5	0.835	\$ 25,483	5	0.35	\$ 10,681
6	0.872	\$ 26,612	6	0.37	\$ 11,292
7	0.909	\$ 27,741	7	0.39	\$ 11,902
8	0.909	\$ 27,741	8	0.39	\$ 11,902
9	0.909	\$ 27,741	9	0.39	\$ 11,902
10	0.946	\$ 28,870	10	0.41	\$ 12,512
11	0.946	\$ 28,870	11	0.41	\$ 12,512
12	0.983	\$ 29,999	12	0.41	\$ 12,512
13	0.983	\$ 29,999	13	0.41	\$ 12,512
14	0.983	\$ 29,999	14	0.41	\$ 12,512
15	0.983	\$ 29,999	15	0.41	\$ 12,512
16	0.983	\$ 29,999	16	0.41	\$ 12,512
17	1.020	\$ 31,128	17	0.41	\$ 12,512
18	1.020	\$ 31,128	18	0.41	\$ 12,512
19	1.020	\$ 31,128	19	0.41	\$ 12,512
20	1.020	\$ 31,128	20	0.41	\$ 12,512
21	1.020	\$ 31,128	21	0.41	\$ 12,512
22	1.020	\$ 31,128	22	0.41	\$ 12,512
23	1.057	\$ 32,258	23	0.41	\$ 12,512
24	1.057	\$ 32,258	24	0.41	\$ 12,512
25	1.057	\$ 32,258	25	0.41	\$ 12,512
26	1.057	\$ 32,258	26	0.41	\$ 12,512
27	1.094	\$ 33,387	27	0.43	\$ 13,123
28	1.094	\$ 33,387	28	0.43	\$ 13,123
29	1.094	\$ 33,387	29	0.43	\$ 13,123
30	1.094	\$ 33,387	30	0.43	\$ 13,123

AIDE I 5			AIDE II 6			BUS DRIVER 7		
<u>Step</u>	<u>Increment</u>	<u>Salary</u>	<u>Step</u>	<u>Increment</u>	<u>Salary</u>	<u>Step</u>	<u>Increment</u>	<u>Salary</u>
0	0.360	\$ 10,986	0	0.398	\$ 12,146	0	0.398	\$ 12,146
1	0.385	\$ 11,749	1	0.428	\$ 13,062	1	0.428	\$ 13,062
2	0.410	\$ 12,512	2	0.458	\$ 13,977	2	0.458	\$ 13,977
3	0.435	\$ 13,275	3	0.488	\$ 14,893	3	0.488	\$ 14,893
4	0.460	\$ 14,038	4	0.518	\$ 15,808	4	0.518	\$ 15,808
5	0.485	\$ 14,801	5	0.548	\$ 16,724	5	0.548	\$ 16,724
6	0.510	\$ 15,564	6	0.578	\$ 17,639	6	0.578	\$ 17,639
7	0.535	\$ 16,327	7	0.608	\$ 18,555	7	0.608	\$ 18,555
8	0.535	\$ 16,327	8	0.608	\$ 18,555	8	0.608	\$ 18,555
9	0.535	\$ 16,327	9	0.608	\$ 18,555	9	0.608	\$ 18,555
10	0.560	\$ 17,090	10	0.638	\$ 19,470	10	0.638	\$ 19,470
11	0.560	\$ 17,090	11	0.638	\$ 19,470	11	0.638	\$ 19,470
12	0.585	\$ 17,853	12	0.668	\$ 20,386	12	0.668	\$ 20,386
13	0.585	\$ 17,853	13	0.668	\$ 20,386	13	0.668	\$ 20,386
14	0.585	\$ 17,853	14	0.668	\$ 20,386	14	0.668	\$ 20,386
15	0.585	\$ 17,853	15	0.668	\$ 20,386	15	0.668	\$ 20,386
16	0.585	\$ 17,853	16	0.668	\$ 20,386	16	0.668	\$ 20,386
17	0.610	\$ 18,616	17	0.698	\$ 21,302	17	0.698	\$ 21,302
18	0.610	\$ 18,616	18	0.698	\$ 21,302	18	0.698	\$ 21,302
19	0.610	\$ 18,616	19	0.698	\$ 21,302	19	0.698	\$ 21,302
20	0.610	\$ 18,616	20	0.698	\$ 21,302	20	0.698	\$ 21,302
21	0.610	\$ 18,616	21	0.698	\$ 21,302	21	0.698	\$ 21,302
22	0.610	\$ 18,616	22	0.698	\$ 21,302	22	0.698	\$ 21,302
23	0.635	\$ 19,379	23	0.728	\$ 22,217	23	0.728	\$ 22,217
24	0.635	\$ 19,379	24	0.728	\$ 22,217	24	0.728	\$ 22,217
25	0.635	\$ 19,379	25	0.728	\$ 22,217	25	0.728	\$ 22,217
26	0.635	\$ 19,379	26	0.728	\$ 22,217	26	0.728	\$ 22,217
27	0.660	\$ 20,142	27	0.758	\$ 23,133	27	0.758	\$ 23,133
28	0.660	\$ 20,142	28	0.758	\$ 23,133	28	0.758	\$ 23,133
29	0.660	\$ 20,142	29	0.758	\$ 23,133	29	0.758	\$ 23,133
30	0.660	\$ 20,142	30	0.758	\$ 23,133	30	0.758	\$ 23,133

CUSTODIAN 8			LEAD CUSTODIAN 9			BUS MECHANIC 10		
<u>Step</u>	<u>Increment</u>	<u>Salary</u>	<u>Step</u>	<u>Increment</u>	<u>Salary</u>	<u>Step</u>	<u>Increment</u>	<u>Salary</u>
0	0.650	\$ 19,837	0	0.800	\$ 24,414	0	0.970	\$ 29,602
1	0.705	\$ 21,515	1	0.855	\$ 26,093	1	1.035	\$ 31,586
2	0.760	\$ 23,194	2	0.910	\$ 27,771	2	1.100	\$ 33,570
3	0.815	\$ 24,872	3	0.965	\$ 29,450	3	1.165	\$ 35,553
4	0.870	\$ 26,551	4	1.020	\$ 31,128	4	1.230	\$ 37,537
5	0.925	\$ 28,229	5	1.075	\$ 32,807	5	1.295	\$ 39,521
6	0.980	\$ 29,908	6	1.130	\$ 34,485	6	1.360	\$ 41,504
7	0.980	\$ 29,908	7	1.130	\$ 34,485	7	1.360	\$ 41,504
8	0.980	\$ 29,908	8	1.130	\$ 34,485	8	1.360	\$ 41,504
9	0.980	\$ 29,908	9	1.130	\$ 34,485	9	1.360	\$ 41,504
10	1.000	\$ 30,518	10	1.150	\$ 35,096	10	1.380	\$ 42,115
11	1.000	\$ 30,518	11	1.150	\$ 35,096	11	1.380	\$ 42,115
12	1.000	\$ 30,518	12	1.150	\$ 35,096	12	1.380	\$ 42,115
13	1.000	\$ 30,518	13	1.150	\$ 35,096	13	1.380	\$ 42,115
14	1.000	\$ 30,518	14	1.150	\$ 35,096	14	1.380	\$ 42,115
15	1.000	\$ 30,518	15	1.150	\$ 35,096	15	1.380	\$ 42,115
16	1.000	\$ 30,518	16	1.150	\$ 35,096	16	1.380	\$ 42,115
17	1.055	\$ 32,196	17	1.205	\$ 36,774	17	1.380	\$ 42,115
18	1.055	\$ 32,196	18	1.205	\$ 36,774	18	1.380	\$ 42,115
19	1.055	\$ 32,196	19	1.205	\$ 36,774	19	1.380	\$ 42,115
20	1.055	\$ 32,196	20	1.205	\$ 36,774	20	1.380	\$ 42,115
21	1.055	\$ 32,196	21	1.205	\$ 36,774	21	1.380	\$ 42,115
22	1.055	\$ 32,196	22	1.205	\$ 36,774	22	1.380	\$ 42,115
23	1.055	\$ 32,196	23	1.205	\$ 36,774	23	1.380	\$ 42,115
24	1.055	\$ 32,196	24	1.205	\$ 36,774	24	1.380	\$ 42,115
25	1.055	\$ 32,196	25	1.205	\$ 36,774	25	1.380	\$ 42,115
26	1.055	\$ 32,196	26	1.205	\$ 36,774	26	1.380	\$ 42,115
27	1.110	\$ 33,875	27	1.260	\$ 38,453	27	1.445	\$ 44,099
28	1.110	\$ 33,875	28	1.260	\$ 38,453	28	1.445	\$ 44,099
29	1.110	\$ 33,875	29	1.260	\$ 38,453	29	1.445	\$ 44,099
30	1.110	\$ 33,875	30	1.260	\$ 38,453	30	1.445	\$ 44,099

MAINT. AST. HRLY 11		
Step	Increment	Salary
0		\$ 11.44
1		\$ 12.41
2		\$ 13.37
3		\$ 14.35
4		\$ 15.31
5		\$ 16.29
6		\$ 17.25
7		\$ 17.25
8		\$ 17.25
9		\$ 17.25
10		\$ 17.25
11		\$ 17.25
12		\$ 17.25
13		\$ 17.25
14		\$ 17.25
15		\$ 17.25
16		\$ 17.25
17		\$ 17.25
18		\$ 17.25
19		\$ 17.25
20		\$ 17.25
21		\$ 17.25
22		\$ 17.25
23		\$ 17.25
24		\$ 17.25
25		\$ 17.25
26		\$ 17.25
27		\$ 17.25
28		\$ 17.25
29		\$ 17.25
30		\$ 17.25

EXHIBIT D – SUPPLEMENTAL ACTIVITIES SALARY SCHEDULE

2011-2014
 Fairfield Local School District

Salary amounts will be increased by the same percentage as the base salary increases each year, rounded to the nearest \$5.00.

Group No.	Group Name		Amount
			2011-2014
Group I	Varsity Basketball		\$4,270
Group II	H.S. Band/Choir Director (Includes 2 wk. summer camp and Pep Band)		\$3,570
Group III	Reserve Basketball Varsity Baseball/Softball Varsity Soccer	Varsity Volleyball H.S. Cheerleading	\$2,680
Group IV	Freshman Basketball Golf Reserve Softball/Baseball Cross Country	Reserve Volleyball 7-12 Student Council Asst. Band & Choir Director	\$1,775
Group V	M.S. Cheerleader Advisor 7 th or 8 th Grade Basketball 7 th or 8 th Grade Volleyball	H.S. Drama/Musical Prom/Jr. Class Advisor	\$1,495
Group VI	Reserve Golf LPDC Chair/Secretary HS Boys Track HS Girls Track	M.S. Drama/Musical M.S. Intramurals 7-12 Academic Team	\$895
Group VII	LPDC Member Sophomore Advisor	Teacher Mentor	\$720
Group VIII	Spanish Club National Honor Society SADD	Senior Class Freshman Class Power of the Pen	\$360
	Saturday School/Per Session		\$90
	Weight Room/Per Hour 125 Hours Maximum		\$12.45

EXHIBIT E – GRIEVANCE FORM

Fairfield Local School District

Name of Grievant

Date

Work Assignment

Date of Informal Level Meeting with Principal or Supervisor: _____

Level 1

The date(s) on which the alleged violation; misinterpretation or misapplication of a provision(s) of the Agreement or Board Policy occurred:

The provision(s) of the Agreement or Board Policy which allegedly have been violated, misinterpreted or misapplied:

The facts on which the alleged grievance is based (attach a separate sheet to this grievance form if a complete statement of the facts requires more space than is provided on this form):

The Remedy Sought: _____

Signature of Grievant

Date

For the Association

Date

I hereby acknowledge that this grievance was filed with me on the date set forth below:



Superintendent's Signature

Date

Date of Hearing (If applicable): _____

Superintendent's Decision: _____

Signature of Superintendent

Date

.....



Level 2



I hereby notify the Superintendent that this grievance is being appealed to Level 2. The reason for appealing is as follows:

Signature of Grievant

Date

For the Association

Date

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Superintendent or Designee

Date



Date of Board or Arbitrator Hearing: _____

Disposition by Board or Arbitrator: _____



Signature of Board President or Arbitrator

Date

**EXHIBIT F – ORC 3319.087
3319.087 Paid Holidays**

Notwithstanding section 3319.086 of the *Revised Code*, all regular non-teaching school employees employed on an eleven or twelve month basis, whether salaried or compensated on an hourly or per diem basis are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's Day, Martin Luther King day, Memorial day, Independence day, Labor day, Thanksgiving day, and Christmas day of each year. All regular non-teaching school employees employed on a nine or ten month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's day, Martin Luther King day, Memorial day, Labor day, Thanksgiving day, and Christmas day of each year. Regular non-teaching school employees employed less than nine months shall be entitled to a minimum of those holidays enumerated in this section which fall during the employees' time of employment. In addition to the above named holidays, a board of education may declare any other day, except days approved for teachers; attendance at an educational meeting, as a holiday and shall pay to all such regular non-teaching school employees, whether salaried or compensated on an hourly or per diem basis, their regular salary or their regular rate of pay. When an employee is required by his responsible administrative superior to work on any of the paid holidays, he shall be granted compensatory time off for which he shall be paid his regular salary or at his regular rate of pay, or a board of education may establish a premium rate of pay for work performed on a paid holiday. Holidays shall occur on the days specified in Section 1.14 of the *Revised Code*.

For purposes of determining whether a person who is not in the employ of a board of education on Labor day is in compliance with the requirement of this section that states that in order for a non-teaching employee to be eligible for Labor day holiday pay he must have accrued earnings on the scheduled work day immediately preceding Labor day or have been excused from attendance at work on that day, a board of education shall count the employee's last scheduled work day of his preceding period of employment as his last scheduled day of employment for purposes of this requirement.

For the purposes of this section, "employed" and "time of employment" mean the period from the initial date of employment to the termination of employment with that school district.

HISTORY: 1975S 18 eff. 8-1-75. 1974 S 190: 1972 H 5: 131 v H92

Practice and Study Aids

Baldwin's Ohio School Law. Text 3.30(E), 6.05, 7.05(A), 7.09(A), 8.02 / 12.19 / 13.03(A)(B).

Cross References

Labor day first Monday in September 5.21 School holidays specified, 3313.63.

Library References

Ojur 3d: 82. Schools. Universities, and Colleges §146.

Notes on Decision and Opinions

OAG 77-077. RC 3313.483 does not expressly exempt the district from the payment of fringe benefits: a board of education must, therefore, pay a non-teaching employee for those holidays specified in RC 3319.087 that fall within a period during which the schools are closed.

OAG 72-112. A school bus driver, who is under contract for a full school year, is a regular non-teaching school employee under RC 3319.087, and is entitled to the paid holidays provided in that section.

OAG 70-006. A non-certified school employee employed under a contract to work 180 school days as an elementary school secretary or as a teacher's aid is entitled to the paid holidays provided in RC 3319.087.

EXHIBIT G – 412 CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Fairfield Local School District, Ohio, certifies that the money required to meet the obligations of the Board during the current Fiscal Year under the attached contract has been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Fairfield Local School District, Ohio, and the Superintendent of Schools of the Fairfield Local School District, Ohio, hereby certify that the District has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimate revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the *Revised Code*.

Date: _____

4/20/11



Treasurer, Board of Education
Fairfield Local School District, Ohio



President, Board of Education
Fairfield Local School District, Ohio



Superintendent of Schools
Fairfield Local School District, Ohio