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NEGOTIATED AGREEMENT

BETWEEN THE

FAIRBORN CLASSIFIED EMPLOYEES
ASSOCIATION/OEA/NEA

AND THE

FAIRBORN CITY BOARD OF EDUCATION

EFFECTIVE

July 1, 2020

THROUGH

JUNE 30, 2021

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ARTICLE 1 – RECOGNITION

This Agreement is entered into by and between the FAIRBORN CITY SCHOOL DISTRICT BOARD OF EDUCATION (herein "BOARD"), and the FAIRBORN CLASSIFIED EMPLOYEES ASSOCIATION affiliated with THE OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein "ASSOCIATION").

- 1.01 The BOARD recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all full-time and regular part-time non-teaching employees as listed in the bargaining unit.
- 1.02 The bargaining unit shall include all non-certified employees titled as follows: Noon Duty Assistant; Assistant; Clinic Assistant; Special Educational Assistant; Building Technology Specialist; Clerk Librarian; Secretary; Respiratory Therapist; Technology Coordinator; Crossing Guard; and Licensed Practical Nurse (“LPN”).
- 1.03 The bargaining unit shall exclude all certificated employees, non-certificated employees in the transportation department (except secretaries and clerks), all employees in the operation and food service departments, Executive Secretary to the Superintendent, Secretary for Student Services/Personnel, Secretary for Curriculum, Treasurer's Office Manager, Treasurer’s Assistants, Attendance Officer, Secretary for Personnel, Secretary for Business Affairs/Superintendent, Drug-Free Schools Coordinator, all administrative and supervisory personnel, and all substitute or temporary employees.
- 1.04 As used in this AGREEMENT, the term "employee" shall refer only to employees in the above-described bargaining unit. "Bargaining unit" means the classified staff as outlined in this Recognition Article. A "bargaining unit member" shall mean an employee in the bargaining unit.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

2.01 Initiating Meetings

- A. Request to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board request shall be directed to the President of the Association, and Association request shall be directed to the Superintendent. The initiating party shall file a Notice to Negotiate with the State Employment Relations Board (SERB).
- B. The initial request calling for negotiations shall be made by either party no later than ninety (90) days prior to the expiration of this Agreement but not prior to one hundred and twenty (120) days before the expiration unless both parties agree.
- C. Negotiations may be opened earlier in the last year of the Contract by mutual consent of both parties.

2.02 Scope of Negotiations

The scope of negotiations includes all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

2.03 Good Faith Negotiations

"Good faith negotiations" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with the intention of reaching an agreement or to resolve questions arising under the agreement. This includes executing a written contract and incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

2.04 Submission of Issues

Issues proposed for negotiations shall be submitted in writing at the first meeting which will take place within fifteen (15) days of the initial request to open bargaining by both parties involved in negotiations. No issues may be submitted following the initial presentations except by mutual agreement between the two parties. Timetables are set forth in Article 23, Duration of Agreement, of the Contract.

2.05 Negotiating Sessions

Negotiating sessions will be scheduled for a date and time jointly agreed upon. Either party may cancel with proper notice in time to notify all members of the negotiating team. Meetings shall be at a prearranged location that has been agreed to by both negotiating committees.

2.06 Representation

The Board and the Association shall be represented at all negotiating meetings by a team of negotiators not to exceed seven (7) members, to be named by each side at the first negotiation meeting. All negotiations shall be conducted exclusively between said teams.

2.07 Press Releases

All press releases to the news media will be jointly submitted by the Board and the Association's chief negotiators.

2.08 Agreement

Both parties will attempt to reach an agreement as soon as possible. Tabled proposals that are accepted and agreed upon will be typed and prepared for initialing at the next meeting. Once an offer is prepared and accepted, all prior offers are cancelled.

2.09 Ratification

Ratification by the Association membership and approval by the Board of the tentative Agreement makes it final.

2.10 Impasse

If it appears that the parties have reached an impasse, the parties shall jointly request the assistance of the Federal Mediation and Conciliation Service or other mutually agreed upon mediation service to assist the parties in resolving the impasse. The use of such mediation service shall be the exclusive impasse remedy used by the parties.

2.11 Right to Strike

- A. Nothing contained herein shall restrict the rights of the Association as set forth in O.R.C. Section 4117.14 (D) (2), provided the Association has given the Board and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement. Such notice shall contain the day and time that the action will commence, provided, however, the parties may extend such date and time by written agreement.
- B. It is agreed that during the life of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the employees or the Association.

2.12 Miscellaneous

- A. No action to coerce, censor or penalize any negotiating participant shall be made or implied.

- B. Either party may call for a caucus at any time. Efforts shall be made to limit caucus sessions to a minimum of time.

- C. This Agreement shall be subject to amendment(s) by negotiations between the parties. Any such amendment(s) shall be reduced to writing, state the effective date of such amendment(s) and be executed by the parties in the same manner as this Agreement.

2.13 Interim Bargaining

The Board and Association agree to follow the provisions of O.R.C. Chapter 4117 with respect to interim bargaining.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Grievance Defined

A grievance is an alleged violation, misinterpretation, or misapplication of a provision of this Agreement, filed by the Association or an employee or group of employees covered under this Contract.

No grievance may be filed concerning a matter, which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record.

3.02 Time Limits

All time limits shall consist of work days except that when a grievance is submitted between June 1 and September 1, time limits shall consist of all weekdays so that the matter can be resolved more quickly. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

3.03 Representation

Both the aggrieved employee and the Board representative shall be allowed counsel and/or representation at all levels. The aggrieved employee may also be accompanied by an Association member, and any administrator may be accompanied by another administrator.

3.04 General Provisions

- A. A grievance may be initiated at Level II (Addendum B) when it has been determined by the supervisor and the employee the subject is not within the Supervisor's realm of responsibility or control.
- B. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- C. There shall be no reprisals of any kind taken against the grievant, the Association, its representatives, nor its officers for utilization of the provisions of this Article.
- D. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in this procedure.

- E. A group grievance may be initiated by the Association within twenty (20) days of an alleged violation that affects two (2) or more employees arising out of like circumstances.
- F. If an employee does not file a grievance in writing within twenty (20) days after he/she knows or should have known of the act or conditions on which the grievance is based, the grievance shall be considered waived.
- G. Written grievance and appeals shall be deemed to be received one day after postmarked or the date received, and initials of the official shall be recorded thereon if hand-delivered.
- H. The Association shall receive notice of each grievance meeting held (except at the informal level) and shall be given a copy of the administrative decision at each step. Such written notice and decision shall be made at the same time and in the same manner as such notice or decision is required to be sent to the grievant.
- I. In the event a grievance is filed after May 15th of any year, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

3.05 Procedure for Processing Grievances

A. Informal Procedures

If an employee believes there is basis for a grievance, he/she may first discuss the matter with his/her building administrator in an effort to resolve the problem informally. The employee has the right to be accompanied and/or represented by the Association representative. Grievances may be adjusted informally, provided the adjustment is not inconsistent with the terms of this Agreement and if the employee and the Association representative have been given the opportunity to be present at the meeting and to state the Association views on the grievance.

B. Level I

If the grievance is not resolved within six (6) days of such informal meeting, or if the employee has elected not to use the informal procedure, he/she may present his/her formal claim to his/her building administrator by submitting a completed Grievance Report Form, Level I (Addendum B). Copies of this form showing the date of the occurrence, a statement of the nature of the grievance, provisions allegedly violated, and the relief sought shall be submitted by the employee and to the Association representative. Within six (6) days the building administrator shall meet with the employee and/or his/her Association representative in an effort to resolve the grievance. The building administrator shall give his/her written decision to the grievance within six (6) days after such meeting by completing Level I of the Grievance Report Form and returning it to the employee. The Association and the Superintendent shall both be given a copy of the building administrator's decision.

If the Grievance Report Form is not forwarded by the Association to the Superintendent within seven (7) days after the decision in Level I, the grievance shall be considered waived and further action barred.

C. Level II

If the employee and the Association are not satisfied with the decision in Level I, or if no decision has been made within the above time limits, the grievant, and the Association shall complete Grievance Report Form, Level II (Addendum B) and submit the grievance to the Superintendent. Within eight (8) days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association representative. Within eight (8) days of this meeting, the Superintendent and/or his/her designee shall indicate in writing his/her decision by completing his/her portion of the Level II Report Form and forwarding same to the employee. The Association and the building administrator shall be notified in writing of said decision.

D. Level III

If the Association is not satisfied with the decision of the grievance at Level II, or if no decision has been received within the time period provided for in Level II, it may within ten (10) days submit the grievance to arbitration with the American Arbitration Association.

The American Arbitration Association will be requested to provide the parties with lists of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first list submitted, the American Arbitration Association would submit additional lists to the parties until an arbitrator is mutually selected.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, or to make any award that is inconsistent with the terms of this Agreement, or contrary to law. The decision of the Arbitrator shall be binding on all parties to this Agreement.

In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the Arbitrator in an expedited fashion prior to a ruling by the Arbitrator of the merits of the issue. The cost for the services of the Arbitrator will be borne equally by the Board and the Association.

The parties agree that the cost of the arbitration including all AAA costs, arbitrator costs, and court reporter expenses shall be borne by the party that loses the arbitration. In the event that neither party is determined to have won the arbitration, the arbitrator will be required to assess costs against one of the parties. The arbitrator is required to assess costs as part of the Decision. Should either party decide to use a court reporter, such cost shall be borne by the party requesting the court reporter, unless both parties request the use of a court reporter. In that case, the cost shall be borne equally by both parties.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Recognition of Board Rights

A. The Association recognizes the right of the Board and the Superintendent of Schools to operate and manage the affairs of the School District in accordance with its responsibilities under law. The Board and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and vested in them by the laws and the Constitution of the State of Ohio.

B. Board Functions

The Board possesses the right and responsibility to operate the school system and all management rights, including those delineated in O.R.C. Section 4117.08, remain with the Board subject to the express provision of this Agreement. These rights include the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the School District, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Determine location and use of the school(s), school system property and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
3. Determine financial policies of the School District, including the general accounting procedures and inventory procedures of supplies and equipment.
4. Direct, supervise, evaluate, and hire employees.
5. Maintain and improve the efficiency and effectiveness of school operations.
6. Determine the overall methods, processes, and/or personnel by which School District operations are to be conducted.
7. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
8. Determine the size of the work force and effectively manage the work force.
9. Determine the layout and the equipment to be used and plan, direct and control school activities.
10. Take whatever action is necessary to carry out the functions of the Board in situations of emergency.
11. Take whatever action is necessary to comply with state or federal law.

4.02 Required Bargaining

The Board is not required to bargain on subjects reserved to the management and direction of the School District except for matters affecting wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement.

ARTICLE 5 - ASSOCIATION RIGHTS

Exclusive Rights

The following sole and exclusive rights shall be granted to the Fairborn Classified Employees Association.

5.01 Right to Act without Reprisals

There shall be no reprisals of any kind taken against the members of the bargaining unit, the administration and/or Board for actions taken relative to negotiations. The Board agrees not to make reprisals for actions taken relative to membership representation and/or holding office in the Association.

5.02 Right to Conduct Association Business on School Premises

- A. Duly authorized representatives of the Association may transact Association business on school premises during school hours with the permission of the building supervisor. The conduct of such business shall be such as not to interfere with instruction or interrupt normal school operations. Permission of supervisor shall not be unreasonably denied.
- B. The Association building representative shall have the right to address the bargaining unit members on the opening day of school each year and to make routine Association announcements.
- C. Names and addresses of newly employed bargaining unit members shall be available to the Association President fifteen (15) days after Board approval.
- D. The Association shall have the right to use school buildings for meetings, when available, with prior approval of building administration.

5.03 Right to Communicate Association Business

- A. The Association shall have the right to use the District communication system to conduct Association business.

Included are:

- 1. Mailboxes including intra school mail
- 2. Electronic (computer) mail – There is no expectation of privacy pertaining to utilization of computer
- 3. Telephone, including voice mail
- 4. Staff room bulletin boards.

- B. The Association may use employer-provided equipment including computers, duplicating equipment, calculators and all types of audiovisual equipment provided such equipment is not otherwise in use.

5.04 Right to Information

The President of the Association will be provided with a Board meeting agenda and addendum twenty-four (24) hours after distribution to the Board. During the Board's discussion on any issue, the Association President shall have the right to speak, providing the Superintendent is notified of the item on the day of the Board meeting.

5.05 Right to Fair Share Fee

Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the FCEA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. All fair share fee deductions will be made by the last pay in May.

Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payers

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

1. Sixty (60) days employment in a bargaining unit position, or
2. January 15th

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll

deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

Transmittal of Deductions

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

Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. Section 4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Entitlement to Rebate

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

The Association agrees to defend, indemnify, and hold harmless, the Board and its designees from any and all claims arising out of the dues deduction procedures set forth herein. In the event the Board is named as a defendant in any proceeding arising as a result of the Board's implementation of the provision, the Board agrees to promptly notify the Association and cooperate with the Association and counsel selected by the Association.

5.06 Furnishing Information

- A. The Board shall, upon written request to the Superintendent, furnish to the Association available and pertinent reports, statistics, and general information concerning the District.
- B. Association building representatives shall be notified at the beginning of each year of any change in location of Board Policy books within the building.
- C. The Board will provide the Association with a CD copy of the Board Policy book.

5.07 Contract Reproduction

The Board shall provide to the Association members copies of this Negotiated Agreement following ratification and adoption of the Agreement. The Board will also provide the Association with an electronic copy of the Agreement. This shall be provided within thirty (30) days after ratification and adoption.

5.08 Labor/Management Meetings

The Superintendent and/or the Superintendent's representatives shall meet with representatives of the Association quarterly. Meetings may be held more often upon mutual agreement.

5.09 Association Leave

Fifteen (15) days of Association leave will be granted, upon request from the Association President/Designee in writing prior to the leave. This leave may be taken in half-day or full-day accruals. The Board and Association will split the cost of substitutes equally.

ARTICLE 6 - EMPLOYEE CONTRACTS

6.01 Probationary Period

- A. New employees and employees hired after a break in seniority shall be regarded as probationary employees for the first sixty (60) work days of employment. If deficiencies are documented by management during the initial sixty (60) work day probationary period, an additional thirty (30) work day probationary period may be imposed. To do so, management shall provide the employee with written notice of the additional thirty (30) work day probationary period. After successful completion of the probationary period, employees shall be placed on the seniority list in the order of their last date of hiring.
- B. Probationary employees may be terminated at the sole discretion of the Superintendent/Designee at any time during their probationary period, after meeting with the employee to give an explanation of reasons.
- C. The above procedure shall not be used for the purpose of discrimination against any employee on account of membership or non-membership in the Union.
- D. Newly promoted employees shall be placed on a trial period for thirty (30) calendar days. Any employee serving a trial period who does not meet the requirements of the job shall be returned to his/her original, or similar, position.
- E. Probationary employees have all rights and benefits of the Negotiated Agreement with the exception of 6.01B and the rights to appeal termination.

6.02 Contract Sequence

The term of an employee's initial employment contract shall not exceed one (1) year. Subsequent contracts if renewed by the Board shall be issued in the following sequence: two (2) consecutive one year contracts, a two (2) year contract, continuing contract.

6.03 Non-renewal/Termination

No contract, other than probationary, shall be terminated without just cause. Limited contracts, as sequenced in 6.02 above, may be non-renewed at the discretion of the Board. Just cause shall include failure to obtain or maintain proper state/federal requirements.

6.04 Assignments

Employees will be notified of a tentative assignment for a new school year two (2) weeks prior to the beginning of each year. Changes to an employee's tentative assignment after two (2) weeks prior to the beginning of the school year may be made at administrative discretion. Every effort will be made to meet with the employee to discuss the new assignment.

ARTICLE 7 – SENIORITY

7.01 Definitions

- A. “District Seniority” shall mean the length of an employee’s continuous service with the Fairborn City School District from the beginning date of the most recent date of employment on a regular contract, excluding any service in the Dayton Public Service Union. New employees retained beyond their sixty (60) calendar day probationary period and current employees retained beyond their thirty (30) calendar day probationary period shall have their system seniority rights computed, retroactive to their date of hire.

- B. “Classification Seniority” shall mean the length of an employee’s continuous service within a particular classification within the Fairborn City School District from the beginning date of the most recent date of employment on a regular contract. New employees retained beyond their sixty (60) calendar day probationary period and current employees retained beyond their thirty (30) calendar day probationary period shall have their system seniority rights computed, retroactive to their date of hire.

7.02 Seniority Tie

If two (2) or more employees have the same seniority date and it becomes necessary to resolve this tie, seniority priority shall be determined, first, by:

- A. length of service beginning with the date of the first day of work as a contracted employee.

- B. the first date of substitute work in the District shall prevail.

- C. The date of application for the position shall prevail.

- D. The names of the employees will be drawn by the Superintendent or his designee, with the Association President in attendance as a witness.

7.03 Seniority Accrual

- A. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension for reduction in staff if the employee is reinstated.

- B. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the employee was on such unpaid leave will not be counted in total years of service in determining seniority rights.

7.04 Termination of Seniority

Seniority shall be lost when an employee resigns or leaves the employ of the Board due to non-renewal or termination of contract.

7.05 Seniority List

A seniority list of all employees will be made available to the Association by November 30.

ARTICLE 8 - VACANCIES, TRANSFERS AND PROMOTIONS

8.01 Definitions

A. Transfers

1. The term "transfer" shall be used to refer to the situation when an employee moves from one job location to another job location, but remains in the same job classification.
2. The term "voluntary transfer" shall be used to refer to an employee-initiated reassignment.
3. The term "involuntary transfer" shall be used to refer to a Superintendent-initiated change to another building or assignment.

B. Promotion

A promotion is defined as a change in position for which the employee would receive an increase in hourly wages, an increase in hours worked per week, or an increase in months worked per school year, with the potential for greater income.

C. Vacancy

A vacancy is an open assignment resulting from Board action to terminate or accept the resignation of any employee, the death, retirement, or transfer to another position of any employee, or the creation of a new bargaining unit position. Nothing in this Agreement shall require the Board to fill any vacancy.

8.02 Discontinuation of Positions

The Board reserves the right not to continue a bargaining unit position that is no longer required. If the Board discontinues a bargaining unit position, the Association President or his/her designee will be notified at least ten (10) days prior to the discontinuation of the bargaining unit position or as soon as possible of this decision.

8.03. Posting of Vacancies

- A. The Administration shall post via email sent to the work email accounts of all unit members all vacancies occurring in bargaining unit positions. Posted notices shall include job title, location, pay range, length of work year, number of hours, and a general job description.
- B. Open positions will be posted within thirty (30) calendar days of the opening.

8.04 Procedure for Filling Vacancies

In filling vacancies on a permanent basis, the following guidelines shall be followed:

- A. If an employee in the same classification applies for the posted vacancy, such employee shall be awarded the posted vacancy. If more than one employee in the same classification applies, the employee with the most District Seniority shall be awarded the position.

If no one in the same classification applies for the posted vacancy, the candidate (either internal or external) with the best qualifications, as determined by administration, will be hired for the position. If the senior current employee who applies for the vacancy in a different classification is not recommended for the position, he/she may request review by a District Review Committee, comprised of three (3) Administrators designed by the Superintendent. Such review Committee shall review the selection process, and make recommendations to the Superintendent to confirm or reverse the recommendation. The decision of the Superintendent on the filling of the vacancy shall be subject to the grievance procedure.

- B. An employee may transfer to a different position after probationary period for new employees, and the thirty (30) calendar day probationary period for current employees.

8.05 Job Description

If both parties agree, job descriptions may be reviewed annually by a joint committee consisting of three (3) Association representatives and three (3) Board representatives. The recommendations of the joint committee will be forwarded to the Superintendent for review and approval.

ARTICLE 9 - REDUCTION IN FORCE

9.01 Procedures

When, in the judgment of the Board, it becomes necessary to reduce the bargaining unit because of decreased enrollment of pupils, return to duty of regular bargaining unit members after leaves of absence, by reason of suspension of school or territorial changes affecting the District, grade or curricular re-organization, or for financial reasons, such reduction will be made by suspension of contract in accordance with the following procedures.

- A. The reduction shall be done by classifications.
- B. All probationary, temporary, seasonal and provisional employees within the classification subject to a reduction in force shall be first laid off.
- C. Displacement will occur in the following order:
 - 1. If it is then determined necessary to layoff regular employees, such layoff shall be done by Classification Seniority, with the least senior employees, within each classification, being the first laid off by contract suspension.
 - 2. Employees who are displaced by layoff who held a regular contracted position in another classification may exercise their District Seniority and return to the most recent former classification if there is an employee in that classification with less District Seniority. Upon re-entry into a former classification the employee shall acquire the Classification Seniority date the employee had when he/she left the classification and maintain their current rate of pay. If there is no step at the employee's current rate of pay he/she shall be placed on the salary schedule to a step equivalent to, or the next highest step up to and including Step 33.
 - 3. An employee who is displaced by layoff may exercise his/her District Seniority and take the position of the least senior employee in the District if he/she meets the qualifications listed in the job description used for posting the position. Upon placement in this new classification, the employee will maintain his/her current rate of pay. If there is no step at the employee's current rate of pay, he/she shall be placed on the salary schedule to a step equivalent to, or the next highest step, up to and including Step 33. The employee will have a trial period of thirty (30) calendar days in the new position. At the end of the thirty (30) calendar day probationary period, the employee will either be granted the position or be placed on the recall list.
- D. Prior to the Superintendent's notification to the Board on any layoffs, or reduction in force, the Superintendent or his/her designee shall notify the Association President of pending layoffs, and work out all displacement issues. Thereafter, the Superintendent or his/her designee shall prepare and post for inspection the seniority lists, noting which employees are to be laid off.

- E. A list of employees to be laid off, or recalled (with their date of classification) shall be provided to the Association as early as possible prior to the action taken.
- F. Suspended or laid off employees shall have a right to unemployment and COBRA.
- G. Part-time employees can only bump into a position of equal or less than his/her statement hours.

9.02 Recall Rights

- A. Except for voluntary transfer requests, which shall take priority over individuals who are on the recall list, employees who are laid-off will be recalled for any job for which the employee is qualified. Such employees will be notified by a signed and certified letter and will have seven (7) working days upon receipt of letter to respond. A copy of the letter will be forwarded to the Association President. The most senior employee shall be recalled first if qualified. If the most senior employee who is laid off is not qualified for a certain position, the next most senior employee will be recalled and so forth until all employees are recalled. Employees must be given the opportunity for recall before any person is hired from outside the District if a laid-off employee is qualified for the position. An employee on the recall list shall receive a statement of hours for his/her position, which corresponds to his/her contracted hours at the time of the reduction of force. An employee may decline any position that provides fewer hours than his/her statement hour, and remain on the recall list.
- B. An employee who is offered a position of equal or greater than his/her statement hours may decline that position and remain on the recall list. However, if the employee is offered, for a second time, a position of equal or greater than his statement hours he/she must accept the position, or be removed from the recall list, and forfeit future recall eligibility.

ARTICLE 10 - DISCIPLINE AND TERMINATION OF EMPLOYMENT

10.01 Discipline

- A. An employee's supervisor has the right to discipline the employee for just cause. Such disciplinary action may include verbal or written warning. The verbal warning will be private with the employee.
- B. The Superintendent/designee has the right to discipline employees for just cause. Disciplinary action could result in suspension with or without pay, up to and including recommendation for termination.

10.02 Termination

The Board, acting on the recommendation of the Superintendent, has the right to discharge/terminate the contract of an employee for just cause.

10.03 Discipline Action Removed

Disciplinary action of any type taken against an employee may be expunged after thirty-six (36) consecutive months with no disciplinary action if the employee makes such request to the Superintendent or his/her designee.

ARTICLE 11 - HEALTH AND SAFETY

11.01 Medical Exam

- A. The Board will pay for all medical examinations that are required.
- B. Pursuant to the District's Bloodborne Pathogens Policy, an employee will be given the opportunity or request to receive Hepatitis B tests/vaccine as provided by the Board.
- C. With the exception of TB testing for initial employment, employees shall have a TB test when required by the state or Greene County Board of Health. The Board shall cover the cost of this test if a physician secured by the Board gives it.

11.02 Chronic Communicable Diseases

An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability and will be provided the full protection of federal and/or state law.

No employee shall be subjected to random testing for a chronic communicable disease.

The Board and all employees of the Board involved in any way in the implementation/administration of this Article shall at all times maintain fully the confidentiality of any information received pursuant to this Article except to the extent otherwise reasonably required to accomplish such implementation/administration.

An employee diagnosed to have a chronic communicable disease shall have full access to sick leave, sick leave bank donations, FMLA and disability leave as provided by this Agreement and Ohio Revised Code.

ARTICLE 12 – WORKWEEK

12.01 Hours Worked

- A. All hours beyond the employees assigned hours must be approved and signed by their building administrator.
- B. The workweek for purposes of computation of earnings will start on Sunday at 12:00 AM and end on Saturday at 11:59 PM.

12.02 Report of Time Worked

Each employee is required to accurately report, as measured in units of quarter hours, all overtime hours worked and all unpaid time during the workday on the time sheets provided by the Board as well as complete and sign leave forms. These sheets and forms will be forwarded to the employee's Building Administrator biweekly.

12.03 Breaks

- A. Employees working over three (3) consecutive hours on any workday shall be entitled to a fifteen (15) minute break on such days, to be scheduled at a time authorized by their building administrator.
- B. Employees who work less than eight (8) hours but more than four (4) hours on any workday shall be entitled to a thirty (30) minute duty-free unpaid lunch. Lunch shall be scheduled at a time authorized by their building administrator. The supervisor shall authorize remuneration, if the position does not allow for a duty-free lunch.
- C. Employees, who work eight (8) hours on any workday, shall be entitled to a sixty (60) minute duty-free unpaid lunch.

12.04 Travel Time

Travel time other than to and from the normal work site, as part of the employee's assigned duties, shall be work time.

12.05 Emergency Closing/Calamity Days

- A. Employees will be paid for all time lost, up to a maximum of five (5) workdays each contract year, in the event the schools in which they are employed are closed due to disease epidemic, hazardous weather conditions, law enforcement emergency, inoperability of school buses or other equipment necessary to the school's operation, damage to a school building, temporary circumstances due to utility failure rendering the school building unfit for school use, or other public calamity. After five (5) calamity days have been used in a given contract year, the Board may make-up days that exceed five (5) calamity days in the contract year.

- B. All employees who are instructed to report to work and who work on a calamity day shall be paid at a rate of time and one-half (1 ½) their hourly rate of pay for all time worked.
- C. Starting after the fifth (5th) calamity day in a contract year, employees who do not work on a calamity day will only be paid for hours worked or approved paid leave days to make-up days in which schools are closed due to calamity.
- D. If current weather conditions deem the necessity for the employee to not report to work or to report to work late, the employee will not be penalized. No employee is required to report to work at the employee's regular time if there is a delay in the start of school.
- E. This Article shall supersede and replace O.R.C. Section 3319.081(G).

ARTICLE 13 - WORKING CONDITIONS

13.01 Subcontracting

No employee in this bargaining unit will lose his/her position due to subcontracting.

13.02 Supervision of Students

- A. No employee is expected to assume the role of a substitute teacher except where necessary for the reasonable supervision and safety of students, after efforts to secure a substitute teacher have failed.
- B. No assistant shall be alone with students without a reasonable method of communication with their assigned building.

13.03 Training

Staff will be given the opportunity for in-service training in order to remain current and efficient in their positions. Costs for training will be paid by the Board such as CPR, CPI training and Bloodborne Pathogens.

13.04 Substitutes

Every effort will be made by administration to obtain a substitute for any employee who is absent from work due to a paid or unpaid leave of absence.

13.05 Complaints

An employee shall be made aware of complaints on the employee's work performance by any parent or other person not employed by the Board.

ARTICLE 14 – PAYROLL

14.01 Payroll Process

- A. Employees will be paid every other Friday during the period of the employee's contract. Pay to equal the amount calculated by the hourly rate times the number of hours worked during the previous ten (10) workdays ending on the Friday fourteen (14) days prior to payment.
- B. Beginning with the 2020-2021 school year, the Board shall have the option to implement a twenty-four (24) pay schedule each contract year. Such pays would occur on the fifth (5th) and twentieth (20th) of each month. Should a pay day fall on a holiday or weekend, the pay would occur on the last workday preceding the holiday or weekend. Unless an employee is paid via stretch pay, pay shall be calculated by applying the applicable hourly rate times the number of hours worked during the pay period.
- C. Employees being promoted to another pay schedule shall be placed on the new schedule at an hourly rate of pay of at least fifty (.50) cents greater than the previous schedule. At no time may this pay equal more than the highest step of the new schedule.
- D. Employees new to the system may receive credit for like jobs worked but never to exceed the fifth (5th) step of the appropriate schedule.
- E. An employee may be advanced to the next step of the appropriate salary schedule if the employee has credit for one hundred twenty (120) days during the contract period at the number of hours per day for which the employee is contracted. Credit includes days worked or an approved paid leave.
- F. On or before May 31st of each year, an employee may elect to stretch his/her pay over twelve (12) months of the ensuing contract year, or to be paid based on the actual number of hours worked each pay period. Such election shall span the entire contract year.

14.02 Payroll Deductions

- A. Deductions shall be made from paychecks for the following:
 - 1. Federal Income Tax
 - 2. State Income Tax
 - 3. City Income Tax
 - 4. Ohio State Employees Retirement System
 - 5. School District Income Tax

6. Medicare
 7. Court-ordered deductions (all errors shall be resolved directly with the courts)
 8. Other payroll deductions as required by law
 9. Association Dues.
- B. Other optional deductions:
1. Ohio Fund for Children and Public Education
 2. Medical Insurance/125 Contributions
 3. Approved Tax-sheltered annuities (Maximum two (2) companies per employee. Enrollment dates shall be October 1 and March 1 of any school year).
 4. U. S. Savings Bonds
 5. Credit Union -
 - a. Amounts designated as of October 1 and March 1 of each year.
 - b. Deductions may not change between enrollment dates except a stop notice may be executed at any time.
 6. United Way
 7. Purchase of SERS Service Credit
 8. Ohio Tuition Trust Program
 9. Tax-Deferred Payroll Deduction Plan to restore or purchase SERS credit.

14.03 Direct Check Deposit

- A. All employee payments will be direct check deposit with email notification. Direct check deposit shall be authorized for the school year, and shall be continuous from year to year unless otherwise revoked in writing. Appropriate application forms will be available in the office of the Treasurer.
- B. If any error is made in the carrying out of the provisions of A above, the employee shall cooperate with the Treasurer's office to correct the mistake. Repayment of any monies owed shall be done in a mutually agreed-to fashion.

14.04 SERS Pick-up

The employer shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked-up" by the employer as contemplated by Internal Revenue Service Rulings 77-464 and 81-36. However, such contributions shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked-up" by the employer. Such contributions shall be included in computing final average earnings, provided that no employee's total earnings shall be increased by such "pick-up," nor is the employer's total contribution to the State Employees Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave and severance, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such earnings reductions shall not result in any earnings which may be less than any minimum required under state law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by state law.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he or she has in order to be in compliance with IRS laws and regulations.
- F. The employer is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of, or by reason of, any action taken by the Board in compliance with the provisions of the Article.

ARTICLE 15 – COMPENSATION

15.01 Wage Schedules

- A. 2020 – 2021 Contract year 2.5% increase on the base

15.02 Overtime

Time and one-half (1-1/2) the employee's regular rate of pay applicable to the hours worked shall be paid to all employees for all hours worked each workweek in excess of forty (40) hours provided all hours have been approved.

15.03 Severance Pay

- A. Employees who separate their employment with the Board shall be eligible to convert their unused sick leave at the time of separation. Eligible employees shall be those who:
 - 1. Have ten (10) or more years in active pay status, or
 - 2. Have attained the age of fifty-five (55), or
 - 3. Retire through the State Employees Retirement System and who, upon retirement, are immediately eligible for retirement benefits.
- B. An employee will not be eligible for severance pay should the employee:
 - 1. Be terminated by the Board for just cause;
 - 2. Resign during the course of investigation by the Board for misconduct;
 - 3. Resign in lieu of the Board terminating the employee's contract.
- C. Severance pay shall be calculated based upon one-third (1/3) of the value of the employee's accrued but unused sick leave day balance at the time of separation from employment, up to a maximum severance payment of eighty-four (84) days. Payment on such days shall be based upon the employee's daily rate of pay at the time of separation from employment, which shall be the employee's hourly rate of pay multiplied by his/her regularly-scheduled daily work hours.
- D. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be made only once to any employee. In order to be eligible for severance pay, an application must be made to the Treasurer within ninety (90) calendar days following the employee's last date of work.
- E. The Employee shall elect the payment option.

- Option 1 Payment shall be made to the employee within thirty (30) days after SERS notified the Board of retirement. This payment will be subject to all taxes, but no retirement contribution will be deducted.

- Option 2 The employee may have a tax-deferred annuity to be deducted from the employee severance payment calculation provided the employee has a pre-established annuity account at the time of retirement and the annuity amount falls within the maximum exclusion allowance as described by the IRS and the election to defer is made prior to the date the Board accepts the employee's resignation. The election to defer severance pay is irrevocable after the Board accepts the resignation. If the employee wishes to select this option, it is the employee's responsibility to make sure that all required paperwork is complete according to the above requirements. If there is remaining severance pay, it will be paid in a lump sum, thirty (30) days after the effective retirement date.

- F. In the event of the death of an employee, such employee shall be deemed to have made application for severance pay, and/or to have separated employment on the date immediately preceding the date of death. Payment of the severance pay leave credit accrued by the employee at that time shall be made to the employee's beneficiary of record. In order to be eligible for severance pay, an application must be made to the Treasurer within one-hundred eighty (180) calendar days following the employee's last date of work.

15.04 Adult School Tuition Reimbursement

Employees will be eligible for tuition expense reimbursement for courses related to the mission of the Fairborn City School District, as approved by the Superintendent or his/her designee. These courses must be taken within the Fairborn High School Adult Education Program or at the Greene County Career Center.

15.05 Attendance at Educational Meetings, Conferences, and Conventions

- A. Attendance by employees at meetings, conferences, conventions, workshops, seminars, clinics, or to conduct school visitations outside of the District may be approved by the Superintendent or his/her designee.

- B. An estimate of anticipated expenses must be submitted on the appropriate form prior to the day any such leave commences. Reimbursement for eligible expenses shall include the approved costs of travel, housing, meals, and registration. In order to receive reimbursement for eligible expenses, the employee must submit a request for reimbursement and any appropriate receipts for such expenditures.

15.06 Voluntary Internal Substitution

If an employee substitutes for over five (5) days for another employee on a higher pay scale, the substitute will be paid an increase of \$.40/hour, effective with the sixth (6th) day.

An employee who substitutes for a certified employee will be paid a certified substitute pay rate per day.

15.07 Mileage Reimbursement

All employees covered hereunder who use their personal car for school business shall receive mileage in accordance with the following guidelines:

- A. Mileage shall be paid to employees who, as part of their contract, are required to travel between two or more buildings.
- B. Mileage shall be paid for all activities approved by the administration, such as workshops, professional leave, conferences, school visitations, school business, and school related activities.
- C. Rate of compensation for mileage shall be at the current published IRS rate, as of January 1 of any school year.

15.08 Testing Requirements

If testing is required for ESEA, Fairborn City Schools will pay a one-time fee payment for testing per eligible employee.

15.09 Records Day

Participation in WOE day is the sole responsibility of the employee and is not considered as a day for which employees are compensated. Records day will become a regular contracted workday.

ARTICLE 16 – INSURANCE

16.01 Life Insurance

The Board agrees to pay the entire premium cost each month, for employees covered hereunder, for a group life insurance, Accidental Death and Dismemberment protection policy in the following amounts:

- A. Employees employed ten (10) or more months, insurance in the amount of: \$50,000.
- B. Employees employed less than ten (10) months, working more than twenty (20) hours per week, insurance in the amount of: \$50,000.
- C. Employees working less than twenty (20) hours per week, insurance in the amount of: \$25,000.

16.02 Health Care

A. Benefit Plans

- 1. There will be two managed health care plans available to eligible employees whom have enrolled for coverage: a Preferred Provider Organization (“PPO”) plan and a High Deductible Healthcare (“HDH”) plan. Eligible employees hired after June 30, 2017 will only have the HDH plan available to them.
- 2. Coverage for both the PPO and HDH plans is set forth in Addendum D. The benefit levels currently in effect (July 1, 2017) will remain in effect unless revised by agreement between the Association and Board. If, during the term of this Agreement, the current insurance provider no longer offers any of the benefits set forth in Addendum D, or changes the coverage from that set forth in Addendum D, the parties will bargain concerning such changes. In no event will the Board be required to self-insure any of the benefits set forth in Addendum D. All insurance claims are not public records and will be kept confidential.

B. Eligibility and Premium Contributions

- 1. For employees working ten (10) months or more per year: The Board shall pay eighty percent (80%) of the monthly premium contribution to maintain coverage for either a single or family managed health care plan (i.e. PPO or HDH plan), and the employee shall pay twenty percent (20%).
- 2. For employees working less than ten (10) months per year and at least twenty (20) hours per week:

- a. The Board shall pay eighty percent (80%) of the monthly premium contribution to maintain coverage for a single managed health care plan (i.e. PPO or HDH plan) or a HDH family plan, and the employee shall pay twenty percent (20%).
 - b. The Board shall pay fifty percent (50%) of the monthly premium contribution to maintain coverage for a family managed health care PPO plan, and the employee shall pay fifty percent (50%).
3. In order for an employee to be eligible for the Board's monthly premium contributions, said employee must agree in writing to have the balance of the applicable monthly premium due the carrier withheld from the employee's pay. The Board's monthly premium contributions will be paid for the eligible employees except for:
- a. An employee who has coverage elsewhere, other than individually purchased coverage or coverage for their dependents only under survivor benefits, or
 - b. An employee whose spouse has coverage for themselves and/or their dependents at the place of employment or other coverage other than individually purchased coverage.

C. HDH Plan

The Board will contribute to a health savings account ("HSA") an amount equal to fifty percent (50%) of the annual, in-network deductible amount for either a single or family HDH plan for eligible employees.

1. Contributions to the deductible are earned monthly and shall be paid over two equal payments during the calendar year. The first half payment will be made on the first pay in January. The second half payment will be made on the first pay in July. Eligible employees will receive HSA contributions prior to being earned.
2. Any employee leaving the Board's employment prior to July 1st will not receive the second half payment to their HSA. Any employee who has served their notice of last date of employment, but has not terminated employment as of July 1st will receive a prorated contribution for the second half payment to their HSA, based on the number of months they will be employed from July 1st through December 31st of the calendar year that employment is terminated.
3. An employee who has met his/her deductible up to an amount equal to the first half of their HSA allocation prior to July 1st may appeal to the Board Treasurer for advancement of the July contribution amount by demonstrating a need for the full amount.

4. Any HSA contribution by participating employees, up to the maximum limits provided by law, may be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the employee for his/her exclusive benefit and that of his/her beneficiaries. Distribution of funds from the HSA may be made at any time upon the discretion of the employee. The employee is responsible for substantiation of the distribution for qualified medical expenses.
 5. The Board shall determine the custodian of the HSA.
- D. Employees purchasing coverage beyond that for which the Board provides a contribution will assume all premiums.

16.03 Coverage Continuation

The Board will follow federal law (“COBRA”) in making insurance continuation coverage available for employees and their dependents.

16.04 Section 125 – Benefits Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees covered hereunder. An amount may be set aside under Section 125 of the Internal Revenue Code to cover the amount paid for eligible expenses. Neither the Board nor the employee shall incur any fees for the setup, enrollment, and administrative services provided.

16.05 Dental Care

Benefit Plan – The Board shall provide, at no cost to the employees covered hereunder who have enrolled for coverage, a managed dental care plan.

16.06 Other Approved Leaves of Absence

- A. The Board shall continue to carry on the insurance rolls those employees whose sick leave accumulation has expired and who are on a disability leave of absence. The Board shall pay for such coverage under the same conditions as when the Employee was working, for a period of up to ninety (90) days.
- B. For other approved leaves of absence, the employee may continue on the insurance rolls by paying the total monthly premium due the insurance carrier to the Board Treasurer by the twentieth (20th) day of the month preceding the date the premiums are due to the insurance provider. The benefit shall terminate at the expiration of such leave.

16.07 Insurance Carriers

Coverage shall be subject to the provisions of the Master Agreement with the insurance carrier and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.

16.08 Change in Carriers

The carrier for medical insurance shall be at the choice of the Board provided that said coverage shall not be less than in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) days prior to the effective date of any policy change and be given the right to meet and confer with the Superintendent or his/her designee on any such change.

ARTICLE 17 - VACATION AND HOLIDAYS

17.01 Vacation

Employees working eleven (11) months or more per year shall accrue paid vacation leave each month at a rate determined by dividing their maximum yearly vacation leave accrual by the number of months they are employed each contract year. Eligible employees shall accrue up to two (2) calendar weeks of vacation leave per contract year, excluding legal holidays, from their initial date of employment in an eligible position and up through seven (7) years of service with the District. An employee continuing in the employ of the Board for 8-19 years of service shall be entitled to vacation leave with full pay for up to three (3) calendar weeks, excluding legal holidays. Any employee, continuing in the employ of the Board for more than 20+ years of service, shall be entitled to vacation leave with full pay for up to four (4) calendar weeks, excluding legal holidays.

17.02 Vacation Accumulation

Employees may accumulate and carry over up to three (3) years of vacation accumulation. At time of separation, an employee is entitled to compensation at the employee's current rate of pay for all unused vacation leave to the employee's credit at time of separation.

17.03 Approval of Vacation

Specific day for vacation must be approved in advance by the building administrator. Vacation leave may be used in one-half (½) hour increments.

17.04 Holidays

A. Employees on an eleven (11) or twelve (12) month contract shall be paid for the following holidays at the current rate of pay for the number of hours the employee is regularly assigned.

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Day before Christmas Day
- Christmas Day

- B. Employees working less than eleven (11) months will be paid for the following holidays at the current rate of pay for the number of hours the employee is regularly assigned.

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

- C. During any year when school ends prior to Memorial Day, any employee working ten (10) months or less will receive Good Friday as a paid holiday.
- D. If any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday. In the event the holiday falls on a Sunday, the following Monday will be observed.
- E. Any employee who is in unpaid status on the workday before or after a holiday will not be paid for the holiday.

ARTICLE 18 – LEAVES

18.01 Sick Leave

A. Accumulation

All employees shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service in a pay status, or a total of fifteen (15) days per year. Part-time and hourly employees covered hereunder shall be entitled to sick leave credit for the time actually worked, at the same rate as that of full-time employees. Such accumulation shall be unlimited.

B. Uses of Sick Leave

Sick leave may be used for absences due to disability by personal illness, pregnancy, recovery from childbirth, or injury, or exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury, or death in the employee's immediate family that requires the care and/or attendance of the employee. Sick leave may be used in increments of one-half (1/2) hour. The Board may require an employee to produce written certification from a health care provider attesting to the medical necessity of the employee missing three (3) or more consecutive workdays due to the use of sick leave. Failure to produce the requested certification will result in the Board denying the sick leave days, and may result in employee discipline as set forth in the False Claim section below.

C. Notification of Sick Leave

All employees shall be responsible for notifying their supervisor prior to the beginning of the school day when sick leave is to be used under the above provisions. Failure to notify the appropriate person is grounds for denial of benefits and/or disciplinary action. At any time an employee is absent, the employee is required to submit a leave form justifying the use of such leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician, the dates when he/she was consulted, and an estimate of the length of time the employee will be absent.

D. False Claim

When the Superintendent/designee determines potential abuse of sick leave may exist, a meeting will be arranged with the employee and a representative of the Association. The purpose of the meeting will be to discuss the potential abuse of sick leave and to provide the employee an opportunity to explain, rebut or refute the suspected abuse. If a satisfactory explanation is not provided, action will be taken by the Board, including, but not limited to corrective counseling, progressive discipline, denial of payment of wages and benefits for the unauthorized day(s), or contract termination if falsification of sick leave is confirmed.

For the purposes of this Article, abuse of sick leave is suspected if an employee shows a pattern of using sick leave:

- Before or after vacation days, holidays or other breaks in the school calendar;
- Before or after weekends or regular days off;
- During any in-service day(s);
- As soon as sick leave has accrued, thereby reducing the balance to zero or near zero;
- On the same day(s) of each week;
- In conjunction with the use of personal leave days;

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for administrative action, suspension, or dismissal of the employee.

E. Transfer of Sick Leave Credits

An employee who is re-employed by the Board within the past ten (10) years or who transferred from the services of any public agency of the State of Ohio within the past ten (10) years preceding employment by the Board, shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law and upon receipt of a corroborating statement from the former public employer.

F. Advancement of Sick Leave Credit

New full-time employees covered hereunder, who have no recognized accumulated sick leave credit, will be granted five (5) days of sick leave at the beginning of their employment. Part-time and hourly employees covered hereunder shall be entitled to a prorated advancement of sick leave credit based on their scheduled work hours. The advancement, if used, will be deducted as future sick leave is earned.

18.02 Donation of Sick Leave for Life-Threatening and/or Serious Illness or Injury

The sick leave donation program is open to members of FEA, FCEA, DPSU¹ (upon their approval) administrators, and other regularly-employed, non-seasonal employees of the District who are exempt from a union. Upon initial enrollment in the Sick Leave Donation Program, each employee of the District shall contribute one day of his/her accumulated sick leave to an account designated for employees who are out of sick leave, and either the employee themselves or a member of the employee's immediate family faces a life-threatening and/or serious illness, injury or non-elective surgery occurring under unusual, severe or emergency situations, as certified in writing by a physician. For purposes of eligibility to receive donated sick leave days, the term "immediate family" shall mean the employee's mother, father, spouse, child or legal dependent.

The operational procedure shall be as follows:

- A. The requesting employee shall complete a written application to receive donated sick leave days and shall file the request with the treasurer (Use Form in Addendum F). The Treasurer shall forward the application to the Sick Leave Donation Committee for review and issuance of a decision.
- B. An initial grant of donated sick leave days shall not exceed thirty (30) days. An employee shall have the option to request, and if approved, receive a second grant of up to thirty (3) additional donated sick leave days in any given school year. Unused, granted days shall be returned to the donated sick leave account.
- C. Employees employed by the District at the start of the school year must enroll in the sick leave donation program on or before October 15th in order to be eligible to receive donated sick leave days for that school year. Employees hired after the start of the school year must enroll within sixty (60) calendar days of their hire date to be eligible to receive donated sick leave days for that school year. Employees who enroll in the program will remain enrolled until they provide written or email notice to the treasurer stating their intention to withdraw. Each employee wishing to enroll in the Sick Leave Donation Program shall notify the Treasurer, in writing. (Use form in Addendum F.) Donated sick leave days will not be repaid, and will be permanently subtracted from the employee donating such days.
- D. Whenever possible, the donated sick leave account should be maintained at a balance of at least 100 days. Donated days shall roll-over from year-to-year. Employees enrolled in the Sick Leave Donation Program will be notified when a day will be taken from their sick leave balance to replenish the donated Sick Leave Bank account. Subject to the two-day cap on the automatic deduction of sick leave days, set forth below, a deduction shall automatically occur when the balance of the donated Sick Leave Account is at or below sixty (60) days. No employee shall be compelled to donate more than two (2) sick leave days from their sick leave balance in a school year. An employee may voluntarily donate more than two (2) sick leave days in a school year in order to maintain days in the sick leave account.

¹ If DPSU elects to participate in the Donated Sick Leave Program.

- E. The days in the donated sick leave account shall be awarded by Sick Leave Donation Committee on a first-come first-served basis, based on the date and time the written application is received by the Treasurer.
- F. For purposes of both donation and the use of a donated sick leave day, “a day shall be considered a day.” This means that regardless of an employee’s rate of pay or FTE status, one donated sick leave day from any employee shall count as one full day for purposes of deposit into the donated sick leave account. Each sick leave day that an employee receives from the donated sick leave account shall be paid to that employee at his/her per diem rate of pay at the time of payment.

A joint sick Leave Donation Committee shall be established that consists of the following: two (2) FEA members; two (2) FCEA members; two (2) DPSU members; two (2) Administrators; and one (1) representative of exempt employees. Decisions shall be made by a majority vote of the Committee members present. Members shall be appointed by the President of each respective union, and the Administrator shall be selected by the Superintendent. The Committee shall approve or disapprove all requests to use donated sick leave days. The Committee’s decision shall be final, non-appealable and not subject to the grievance procedure of this Agreement.

18.03 Personal Leave

- A. Subject to the conditions set forth herein, all employees covered hereunder shall be eligible to receive up to three (3) days of personal leave each school year, such personal leave to be compensated at the employee's regular daily rate of base compensation for each regular workday on approved personal leave. Such payment shall be exclusive of any applicable supplemental pay. Unused personal leave shall not roll over into the ensuing contract year. Personal leave for new employees shall not be credited or used until after the employee has completed their sixty (60) day probationary period.

- B. Disposition of Unused Personal Leave

Association members will have the following options for unused personal leave. The member must identify their election on a Board approved form on or before September 30th, and will be bound by their election for that particular contract year.

- 1. Payment for Unused Personal Leave

In the event such personal leave is not used, it shall be paid by the end of June as additional compensation as follows:

0 Days Used:	\$150.00
1 Day used:	\$100.00
2 Days Used:	\$ 50.00

- 2. Conversion of Unused Personal Leave

At the end of each contractual work year, any unused personal leave days (both full and partial) shall be converted to paid sick leave days.

C. No Charge Against Accrued Sick Leave Credits

The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.

D. Use of Personal Leave

Such personal leave must be taken in one-half ($\frac{1}{2}$) hour increments for one of the following reasons:

1. Doctor, dental, or business appointments which can only be scheduled during the working hours.
2. Required court appearances as a litigant or witness (not covered under "Jury and Witness Duty Leave," Article 18.10).
3. Religious holiday requiring complete abstinence from work.
4. Death of a close friend.
5. A father or prospective father, immediately before, at, or following the birth of a child.
6. Emergencies, natural or personal, for the employee.
7. Other necessary reasons.

E. Notification for Personal Leave

Except in a case of an emergency which prevents the employee from securing advance approval, employees desiring to take personal leave must submit notification for such leave at least three (3) workdays in advance of the day desired off to the applicable supervisor. The personal leave form, located in Addendum B, must indicate that personal leave is taken in one-half ($\frac{1}{2}$) hour increments.

F. Restrictions on Use of Personal Leave

Except for emergency absence, personal leave may not be taken at the following times, unless otherwise approved by the Superintendent or his/her designee:

1. On the last workday before or the first workday after any holiday or scheduled break.
2. Calendar scheduled school conferences.
3. During the five (5) calendar days immediately prior to and the five (5) calendar day period immediately after the opening or closing of any school year.

Any abuse of personal leave benefits hereunder may constitute just cause for disciplinary action.

18.04 Unpaid Maternity/Parental Leave

A. Leave Rights

Maternity/Parental leave without pay shall be granted for up to twelve (12) consecutive months to an employee during pregnancy and to care for a newborn child, an adopted infant under two (2) years of age, or a child for whom the adoptive agency requires full parental care. Upon request, the Board may grant an extension of this leave, up to a maximum of an additional twelve (12) months.

B. Application for Leave

1. An employee shall submit an "Application for Unpaid Leave of Absence" form (Addendum B) to the Superintendent or his/her designee and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. Unless another date is mutually agreed upon in writing by both parties, the effective date of leave shall be the date advised by the attending physician or adoptive agency.
2. Submitted with the "Application for Unpaid Leave of Absence" shall be a physician's signed statement indicating the anticipated delivery date, or in the case of adoption, a signed statement from the adoptive agency with the expected date of custody. The statement from the physician or adoptive agency must also indicate when the employee should be able to return to active service without excessive absence or impairment of health.
3. If, prior to the date set for initiation of maternity leave, the Superintendent or his/her designee believes that the employee is medically unable to perform adequately as a result of a pregnancy, the Superintendent or his/her designee may request the employee to submit certification from the attending physician attending to her ability to perform the duties of her position.

C. Return to Active Service

1. An employee prior to returning from maternity leave of absence must furnish a physician's certificate stating that she is able to perform the duties of her position.

2. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.
3. The return date to active service from maternity/parental leave shall coincide with the first day of the school calendar or the first day of the second semester, unless the employee and the Superintendent or his/her designee mutually agree in writing to a different date.
4. If the employee desires to return to active service prior to the date stated on the application for leave, the employee shall notify the Superintendent or his/her designee in writing that an early return to service is requested and the date on which the employee would be able to return. Such employee may be returned to active service upon the mutual agreement of the employee and the Superintendent or his/her designee.

D. Contract Rights

1. The term of the employee's contract shall not be extended by maternity/parental leave, but in the event that an employee's limited contract expires while on maternity/parental leave, the contract will be renewed, non-renewed, or suspended in accordance with normal procedures for all employees.
2. The Board recognizes that the granting of unpaid maternity/parental leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave for illness resulting from maternity-related disability in accordance with the statutory law of Ohio.
3. The employee on leave may exercise the option of maintaining group insurance coverages, at the employee's expense, during such leave and if allowable by the insurers under the current provisions of Article 16.
4. Upon return from leave, the Employee may purchase SERS credit under the time restrictions and other rules and regulations of SERS.

18.05 Unpaid Sabbatical Leave

- A. Sabbatical leave may be granted to an employee who has served in the District at least two (2) years. Any request for sabbatical leave (form located in Addendum B) must be made in writing not later than May 1 of any school year or at a later

date at the discretion of the Superintendent or his/her designee. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel, or other reasons deemed to have value to the school system.

1. Sabbatical leave shall not be granted to more than five (5) percent of the employee staff at any one time.
 2. Sabbatical leave shall not be granted to any employee more than once for every five (5) years of service.
 3. Sabbatical leave shall not exceed a year in duration.
 4. Sabbatical leave shall not be granted a second time to the same individual when other members of the employee staff have filed such a request.
- B. Sabbatical leave shall be without pay.
- C. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.
- D. The return date to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester, unless the employee and the Superintendent or his/her designee mutually agree in writing to a different date.
- E. If the employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning employee shall be assigned to the employee position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the employee shall be offered a position for which the employee is qualified.
- F. The employee on leave may exercise the option of maintaining group insurance coverage, at the employee's expense, during such leave and if allowable by the insurers under the current provisions.
- G. Upon return from leave, the Employee may purchase SERS credit under the time restrictions and other rules and regulations of SERS.

18.06 Unpaid Leave of Absence for Health Reasons

- A. Upon written request of an employee (Addendum B), the Board shall grant a leave of absence for a period of not more than two (2) consecutive school years for illness or other disability. A licensed physician shall certify the illness or disability.

- B. Upon subsequent request, the Board may renew the leave.
- C. Without request, the Board may grant similar leave of absence and renewals thereof to an employee because of illness or other disability, but such employee may have a hearing on such unrequested leave of absence or its renewal, in accordance with O.R.C. Section 3319.16.
- D. If the employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning employee shall be assigned to the position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the employee shall be offered a position for which the employee is qualified.
- E. An employee, prior to returning from a health leave of absence, must furnish a physician's certificate stating that the employee is able to perform the duties of the employee's position.
- F. Insurance benefits for employees on leave of absence for health reasons are covered under the current provisions.
- G. Upon return from leave, the Employee may purchase SERS credit under the time restrictions and other rules and regulations of SERS.

18.07 Military Leave

Employees called to active duty in a branch of the U.S. Military will be returned to work as prescribed in O.R.C. Section 3319.085.

18.08 Other Unpaid Leaves of Absence

- A. In addition to other current unpaid leaves of absence, an unpaid leave of absence may be granted to an employee for other reasons satisfactorily justified to the Board.
- B. Such unpaid leaves of absence not otherwise set forth in this Agreement shall be defined as a period of time up to one (1) year that an employee is granted away from the District. All leaves are subject to the approval of the Superintendent or his/her designee and the Board.
- C. To be eligible for a long-term unpaid leave of absence not otherwise set forth in this Agreement, an employee must have completed two (2) full years in the District. The employee must request the leave (Addendum B) at least thirty (30) days prior to the date on which the leave is to begin.
- D. A leave of absence shall be without pay and the employee returning from leave of absence shall not be entitled to advancement on the salary schedule for the period of absence unless provisions are met, nor shall any sick leave accrue during that time.

- E. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return at the beginning of the student year, or no later than December 1 if the intent is to return at the beginning of the second semester.
- F. The return date to active service shall be a date mutually agreed to in writing by the employee and the Superintendent or his/her designee.
- G. The employee on leave may exercise the option of maintaining group insurance coverages, at the employee's expense, during such leave and if allowable by the insurers under the current provisions.
- H. Upon return from leave, the employee may purchase an SERS credit under the time restrictions and other rules and regulations of SERS.
- I. If the employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning employee shall be assigned to the employee position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the employee shall be offered a position for which the employee is qualified.
- J. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or initiation of termination procedures under the Ohio Revised Code.

18.09 Assault Leave

- A. An employee covered hereunder who is absent from work as a result of a physical assault while in the course of his/her employment and which renders the employee physically unable to perform the duties of his/her position, shall be granted assault leave at no loss of pay. Such leave shall not be chargeable to sick leave.
- B. Medical proof of the need or continuing need for assault leave may be required, and such assault leave benefits shall not exceed one hundred eighty-three (183) workdays.
- C. If the employee receives, through the courts or other legal processes, damages as a settlement for lost earnings, said employee must return to the Board said damages received up to the salary paid under this Article. Any salary payable shall be reduced by the amount of any Workers' Compensation disability awarded.
- D. Assault leave shall be reported on the appropriate form located in Addendum B.

18.10 Jury and Witness Duty Leave

- A. Employees covered hereunder selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection or order, shall be paid

the regular earnings due such persons, provided the provisions set forth in Section E below are met.

- B. The employee subpoenaed as a witness in court shall, except in situations where they are a party litigant or witness against the Board, be paid the regular earnings due such person, provided the provisions set forth in Section E below are met.
- C. Leave shall be extended for only such time as is necessary for the jury or witness duty unless otherwise excused by the appropriate supervisor.
- D. Paid leave for witness duty leave under this Article shall be limited to ten (10) days in any school year.
- E. The employee receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to their supervisor within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within two (2) weeks following receipt of same.

18.11 Unpaid Political Leave

An employee has the right to become a candidate for public office and to serve in such elective office. Leave for this purpose may be granted by the Board upon request by the employee for a time not to exceed four (4) years.

18.12 Family and Medical Leave Act

- A. To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of seven hundred thirty (730) hours for the Board during the twelve (12) months immediately preceding the date on which the FMLA leave would begin the rolling year.
- B. Leave Provisions
 - 1. Each eligible employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job. A year is based on the rolling year beginning with the last day of one leave to the first day of another leave.
 - 2. FMLA leave is in addition to any leaves mentioned in this Agreement. FMLA leave shall be taken concurrently with other unpaid or paid leaves in this Agreement.

3. FMLA leave taken for reason (I) or (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty (30) days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.
4. FMLA leave taken for reason (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt his/her work.

C. Protection of Employment and Insurance

1. The Board shall return, if possible, the employee taking a leave under this Section to the same position he/she occupied prior to the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall notify the Superintendent in writing of the need to be on unpaid leave for no more than one additional month. Additional unpaid leave may be requested on a month-to-month basis. Failure to notify the employer or return after requested extension of leave shall constitute termination of employment.
2. The Board shall continue to pay the Board contribution to the current health plan for the employee while they are on FMLA leave. The premium portion of the insurance is payable by the employee one month in advance on the first day of the month.
3. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

- D. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reason (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that his/her presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This Section shall be uniformly applied. The Board may also require an employee to provide medical certification from a licensed physician that the employee is capable of returning to work at the conclusion of the FMLA leave.

ARTICLE 19 – EVALUATIONS

19.01 Purpose

The purpose of an evaluation is to assess an employee's work performance, to help the employee to achieve greater effectiveness in performance of the work assignment.

19.02 Conduct of Evaluations

- A. The performance of each employee shall be evaluated in writing by the employee's building administrator on the appropriate form. The employee will be notified of the name of the employee's building administrator during the first week of the school year.
- B. A probationary employee shall be evaluated no earlier than ten (10) days after employment and no less than five (5) days prior to the completion of the probationary period of sixty (60) days.
- C. All evaluations, other than probation evaluations, will be completed and delivered to the evaluated employees by the supervisor no later than May 15 of each year. The evaluation shall be reviewed at a post-conference, with a copy given to the employee at the conclusion of the conference. The employee shall sign the evaluation documents and return it to the supervisor. The employee's signature does not constitute approval or disapproval but only that the evaluation has been reviewed and retained by the employee. All meetings and conferences relating to an employee's evaluation shall be conducted in private.
- D. All supervisors shall submit evaluation reports for all personnel to the Superintendent by June 15 of each year. The report must be signed by the supervisor and included in the personnel file for the employee.
- E. The evaluation form is included in this agreement as Addendum C.

ARTICLE 20 - PERSONNEL FILES

20.01 Official File

There shall be one official personnel file for each employee which will have contents limited to items relating to work performance, discipline, and routine financial or personnel data. All employees shall be entitled to the rights granted by O.R.C. Chapter 1347.

20.02 Review of File

- A. An employee shall have the right, upon request and with reasonable notice, to review the contents of the employee's personnel file and to receive one copy of any document contained therein.
- B. An employee may have an Association representative present when the employee inspects the employee's personnel file or may authorize in writing an Association representative to review the employee's file.

20.03 Contents of File

- A. All items, including written evaluations, placed in the file shall be signed and dated by the person placing it in the file and a copy shall be given to the employee prior to placing it in the file.
- B. Anonymous letters or materials shall not be placed in a personnel file nor shall they be made a matter of record.
- C. Employees shall have the right to submit a written commentary/rebuttal to any material placed in the file, and such written commentary/rebuttal shall be attached to the item in the file.
- D. Information in the personnel file that is proven inaccurate will be removed from the file by the Superintendent.
- E. Personnel files will be updated annually by placing written evaluations in the files.

ARTICLE 21 – MISCELLANEOUS

21.01 Sexual Harassment Procedure

- A. Sexual harassment is strictly prohibited.
- B. The following procedure for processing sexual harassment complaints shall be used:
 - 1. Any employee who believes that he/she is the object of sexual harassment should bring such behavior to the immediate attention of the District's Title VII Compliance Officer(s).
 - 2. Complaints by the alleged victim should be reduced to writing within five (5) working days after being reported in accordance with Section 1 above and shall contain sufficient specificity to enable the employer to investigate.
 - 3. Complaints shall be processed and investigated in such confidence as is commensurate with the employer's right and duty to investigate. All circumstances shall be considered in determining whether or not sexual harassment has occurred.

ARTICLE 22 - EFFECTS OF CONTRACT

22.01 Provisions Contrary to Law

- A. This Agreement is subject to all existing and applicable state or federal laws provided that, should any change be made in any state or federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions, which are in conformity with acceptable law.
- B. Should any provision or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to the specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

22.02 Non-Discrimination

The Board and the Association will not discriminate when applying this Agreement or discriminate against any bargaining unit employee on the basis of race, creed, color, age, sex, national origin, disability, marital status, membership or non-membership in the Association or participation or non-participation in employment activities.

22.03 Amendments

The Board and the Association may at any time alter the terms of this Agreement, provided there is mutual agreement to such change. These alterations shall be in the form of Memorandums of Understanding attached to this Agreement.

22.04 Copies of Agreement

The Board shall provide copies of this Agreement to all employees in the bargaining unit. The President of the Association shall be given twenty (20) extra copies. New employees to the District shall receive a copy of this Agreement.

22.05 Academic Distress Commission

As required by O.R.C. Section 3302.10(P), the parties incorporate into this Agreement the provisions of O.R.C. Section 3302.10 regarding academic distress commissions. O.R.C. Section 3302.10 will have no effect on any provision of this Agreement unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

ARTICLE 23 – DURATION OF AGREEMENT

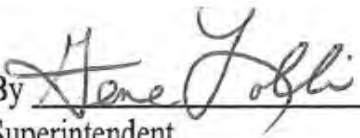
23.01 Duration

This Agreement shall be effective as of July 1, 2020, and shall remain in effect through June 30, 2021, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of June 30, 2021, or the end of any yearly extension period.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of May, 2020.

FAIRBORN CITY SCHOOL DISTRICT
BOARD OF EDUCATION

FAIRBORN CLASSIFIED EMPLOYEES
ASSOCIATION

By: 
Superintendent

By: 
President

By: 
Treasurer

By: 
Negotiations Chairperson

By: 
Board-President

By: 
Committee Member

By: 
Director, Classified Personnel

By: 
OEA Designated Representative

ADDENDUM A - FCEA 2020-2021 Salary Schedule

STEP	Noon-Duty Assistant	CLINIC & SPED Ed Asst.	Clerk/Lib	Bldg. Tech	Secretary	Resp Assoc.	Resp BA	Coordinator
1	\$11.49	\$12.25	\$12.55	\$13.05	\$16.22	\$17.92	\$18.62	\$20.26
2	\$11.72	\$12.56	\$12.79	\$13.29	\$16.48	\$18.26	\$18.95	\$20.66
3	\$11.93	\$12.87	\$13.04	\$13.54	\$16.75	\$18.59	\$19.29	\$21.06
4	\$12.16	\$13.18	\$13.28	\$13.79	\$17.02	\$18.92	\$19.63	\$21.46
5	\$12.38	\$13.50	\$13.53	\$14.03	\$17.28	\$19.26	\$19.96	\$21.86
6	\$12.61	\$13.81	\$13.78	\$14.28	\$17.55	\$19.59	\$20.30	\$22.26
7	\$12.82	\$14.12	\$14.02	\$14.52	\$17.82	\$19.93	\$20.63	\$22.67
8	\$13.05	\$14.43	\$14.27	\$14.77	\$18.09	\$20.26	\$20.96	\$23.07
9	\$13.27	\$14.74	\$14.51	\$15.02	\$18.36	\$20.59	\$21.30	\$23.47
10	\$13.50	\$15.06	\$14.76	\$15.26	\$18.62	\$20.93	\$21.63	\$23.87
11	\$13.71	\$15.36	\$15.00	\$15.50	\$18.89	\$21.27	\$21.97	\$24.27
12	\$13.94	\$15.68	\$15.24	\$15.74	\$19.16	\$21.60	\$22.30	\$24.67
13	\$14.17	\$15.99	\$15.49	\$15.99	\$19.42	\$21.94	\$22.63	\$25.07
14	\$14.39	\$16.31	\$15.73	\$16.24	\$19.69	\$22.26	\$22.97	\$25.48
15	\$14.61	\$16.62	\$15.98	\$16.48	\$19.96	\$22.60	\$23.31	\$25.88
16	\$14.83	\$16.93	\$16.23	\$16.73	\$20.22	\$22.94	\$23.64	\$26.28
17	\$15.06	\$17.24	\$16.47	\$16.97	\$20.50	\$23.27	\$23.97	\$26.68
18	\$15.28	\$17.55	\$16.72	\$17.22	\$20.77	\$23.61	\$24.30	\$27.08
19	\$15.50	\$17.87	\$16.96	\$17.47	\$21.03	\$23.94	\$24.64	\$27.48
20	\$15.72	\$18.17	\$17.21	\$17.71	\$21.30	\$24.27	\$24.98	\$27.88
21	\$15.95	\$18.49	\$17.46	\$17.96	\$21.57	\$24.61	\$25.31	\$28.29
22	\$16.17	\$18.80	\$17.70	\$18.20	\$21.83	\$24.94	\$25.65	\$28.69
23	\$16.39	\$19.12	\$17.95	\$18.44	\$22.10	\$25.28	\$25.97	\$29.09
24	\$16.62	\$19.42	\$18.18	\$18.69	\$22.37	\$25.61	\$26.31	\$29.49
25	\$16.84	\$19.74	\$18.43	\$18.93	\$22.63	\$25.94	\$26.65	\$29.89
26	\$17.07	\$20.05	\$18.68	\$19.18	\$22.90	\$26.28	\$26.98	\$30.29
27	\$17.28	\$20.36	\$18.92	\$19.42	\$23.17	\$26.61	\$27.32	\$30.69
28	\$17.51	\$20.67	\$19.17	\$19.67	\$23.44	\$26.95	\$27.65	\$31.10
29	\$17.73	\$20.98	\$19.41	\$19.92	\$23.71	\$27.29	\$27.98	\$31.50
30	\$17.96	\$21.30	\$19.66	\$20.16	\$23.97	\$27.61	\$28.32	\$31.90
31	\$18.17	\$21.61	\$19.91	\$20.41	\$24.24	\$27.95	\$28.65	\$32.30
32	\$18.40	\$21.92	\$20.15	\$20.65	\$24.51	\$28.29	\$28.99	\$32.70
33	\$18.62	\$22.23	\$20.40	\$20.90	\$24.77	\$28.62	\$29.33	\$33.10

ADDENDUM B – GRIEVANCE FORM LEVEL I

GRIEVANCE FORM LEVEL I

Name of the Aggrieved _____

Name of Supervisor _____

Name of School _____

Date of the Occurrence of the Grievance _____

Statement of Grievance _____

Provisions of Collective Bargaining Agreement Allegedly Violated

Relief Sought _____

Reasons, Explanations or Comments _____

Signature of the Aggrieved _____ Date _____

Date Received by Immediate Supervisor _____
(Date) (Initial)

GRIEVANCE FORM LEVEL II SUPERINTENDENT'S LEVEL

Name of the Aggrieved: _____

Name of School: _____

Date of the Occurrence of the Grievance: _____

Statement of Grievance: _____

Provisions of Collective Bargaining Agreement Allegedly Violated

Relief Sought:

Reasons, Explanations or Comments: _____

Signature of the Aggrieved _____ Date _____

Date Received by Superintendent _____
(Date) (Initial)

GRIEVANCE FORM LEVEL II

Disposition of Level I is unsatisfactory. The grievance is advanced to Level II.

Signature of the Aggrieved _____ Date _____

Signature of FEA Representative _____

Date Submitted to Superintendent _____

Date Received by Superintendent _____

(Date)

(Initial)

Fairborn City Schools

SICK LEAVE BANK REQUEST FORM

Applicant's Name (PRINT):

Date: _____ Number of Days Requested: _____

Is request due to catastrophic illness or injury to self _____ or close family member _____?

Nature of Catastrophic Illness or Injury: _____

Projected Date of Return: _____

Other Pertinent Information: _____

Where can you be reached if there are questions or concerns? _____

Requirement: A certificate in writing of the need for sick leave by the physician of the employee or close family member of the employee must be attached to this form.

----- Do not write below this line -----

Approved: _____ Date: _____

Disapproved: _____ Reason(s):

Signature of Superintendent/Designee

This form, when completed, must be returned to the Director of Business Affairs. After approval or disapproval, a copy of this form will be returned to the applicant.

APPLICATION FOR UNPAID LEAVE OF ABSENCE

Date: _____

Maternity

To: _____

Parental

Principal or Supervisor

Sabbatical

Employee Name: _____

Health/Disability

Position _____

Please Print

Other

Building _____

I hereby request an Unpaid Leave of Absence beginning on

and ending on

_____.

Total Days Requested: _____

State the reason(s) for the requested Unpaid Leave of Absence:

Employee Signature _____ Date: _____

Principal/Supervisor Signature _____ Date: _____

Certified

Classified

Approved

Not Approved*

Superintendent (or his/her Designee Signature)

Date

* *Except for Maternity/Parental Leaves*

Employee Accident Report

Check which applies:

PERSONAL INJURY

PROPERTY DAMAGE

PART A – To be completed by Employee

Employee Name _____ Building _____ Job Title _____

Date of Accident _____ Time of Accident _____

Location of Accident/Exposure _____

Was Place of Accident/Exposure on Employer’s Premises? **YES** **NO**

Witnesses _____

Describe what you were doing when the accident occurred and how the accident occurred:

Cause of the accident: _____

Describe the injury or property damage (be specific): _____

Did you seek medical attention for this accident? **YES** **NO** If YES, what date? _____

If YES, give name of person giving care and type of care given:

School Nurse _____

Physician _____

Hospital _____

Other _____

Was claim made to the Bureau of Worker’s Compensation? **YES** **NO**

Did you miss any work? **YES** **NO** If YES, how many hours or days? _____

Employee’s Signature _____ Date of Report _____

Home Address _____

Home Phone Number _____ Social Security Number _____

PART A – (continued)

ADDITIONAL INFORMATION FOR SLIPS/TRIPS/FALLS

Type of shoes worn _____ Condition of soles _____

Were long clothing/loose laces worn? YES NO

Were packages/materials being carried? YES NO If YES, what? _____

Describe condition of walking surface, including normal and temporary or unusual conditions (i.e., under construction, snow, ice...): _____

If walking surface was wet, greasy, icy or hazardous in any way, how long had this condition existed? _____

Employee Signature _____

Date _____

(OVER - Employee Also Completes: * AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION)

PART B – To be completed by Principal or Immediate Supervisor

Was the accident preventable? YES NO

What should be done to prevent similar accidents? _____

What have you done and/or who have you notified for corrective actions? _____

Principal or Immediate Supervisor Signature _____

Position _____

**BUREAU OF WORKERS' COMPENSATION
INDUSTRIAL COMMISSION OF OHIO**

*** AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

Claimant: _____
 Last Name First Name Middle Name

Claim No.: _____ Social Security No.: _____ Date of Injury: _____

Employer: _____

Allowed Condition(s): _____

Requested Condition(s): _____

As provided by Section 4123.651(C) of the Ohio Revised Code, I hereby permit the release of medical information, records, and reports, relative to the issues necessary for the administration of my workers' compensation claim to the Industrial Commission of Ohio, Ohio Bureau of Workers' Compensation, or the employer, as such medical information, records, and reports pertain to a condition either allowed or requested in my claim, or to consider the payment or to determine the eligibility of payment of compensation and medical benefits under my workers' compensation claim.

Signature of Claimant

Date

PRINCIPAL OR IMMEDIATE SUPERVISOR:

Forward **ORIGINAL** to the Director of Business Affairs Office, CO

Forward **COPY** to Employee

Fairborn City Schools
REQUEST FOR ATTENDANCE AT PROFESSIONAL MEETING

(NOTE TO ADMINISTRATORS: If meeting requires a "floating" sub", please see reverse side of this form)

Today's Date _____

Certified Classified

Staff Member's Name _____

Building _____

Meeting Name _____

Meeting Location _____

Meeting/Absent Date(s) _____

Full Day Half Day Other _____

Sub / Intern Needed? Yes No
 (Please circle which applies)

Sub Funding Source _____

	Reimbursement Amount Requested	Reimbursement Amount Approved	Reimbursement Funding Source
Registration			
Round Trip Mileage @ \$.535 or IRS rate			
Lodging \$100 per day or convention rate			
Meals Up to \$35 per day			
Taxi, Bus, Rental Car			
Parking Fees			
Other Expenses			
Total			

State briefly what you hope to gain by attending this meeting and how you will use this knowledge.

Signature of Applicant _____

Date _____

Signature of Supervisor/Principal: _____

Date _____

Signature of Superintendent _____
 (or His/Her Designee)

Date _____

Following the meeting, submit to the Treasurer's Office a completed FCS 99 "Mileage and Other Reimbursement Claims for Meetings and Conferences," with supporting receipts and the signed yellow copy of the Purchase Order. Employee will only be reimbursed for items and amounts approved on the purchase order.

(See bottom of reverse side for reimbursement instructions.)

T	<u>FOR BUILDING ADMINISTRATIVE USE ONLY</u> _____ _____ _____	<u>FOR CENTRAL OFFICE ADMINISTRATION</u> _____ _____ _____
----------	--	---

Meeting Name _____ **Meeting Location** _____

Meeting Date _____ **Full Day** **Half Day** **Other** _____

of Subs needed _____ **Sub Funding Source** _____

Please print staff member names attending the meeting in the spaces provided below or attach a schedule to this form.

Signature of Supervisor/Principal: _____ Date _____

Signature of Superintendent _____ Date _____
(or His/Her Designee)

Complete FCS 25

- Amount requested must be filled in completely.
- Amount approved must be filled in completely.
- Funding source must be completed.
- Written purpose for professional meeting must be completed and a copy of the registration flyer should be attached.
- The entire FCS 25 form must be filled out. If it is not, it will be returned to you for completion.
- **Items not listed on FCS 25 for prior approval are NOT reimbursable.**
- When estimating price of hotel, include room tax.
- Food reimbursement cannot exceed \$35 in a given day and original, itemized, legible receipts must be turned in on the FCS 99.
- Tax that we are required to pay and a 15% tip can be included on food receipts for reimbursement.
- **You cannot request more money in reimbursement than was approved on the FCS 25.**
- When estimating mileage, please attach a “MAP QUEST” or other method used to estimate the distance and cost.
- If using a rental car, include the cost of gas used on school business in the rental car line.
- Lodging is paid at \$100 per day or at the meeting/convention rate.
- Out of state travel **must** be approved by the Board of Education at a monthly meeting prior to travel.

Processing FCS 25

- Complete FCS 25, sign and give to building supervisor or principal. The building principal or supervisor will sign and then send to Gary Walker (except Title IIA send to Sue Brackenhoff)
- Mr. Walker or Mrs. Brackenhoff will approve, a copy will be sent to the building supervisor/principal and the original will remain at Central Office with the receptionist.

ADDENDUM C - Support Staff Evaluation Form

Fairborn City Schools
Support Staff Evaluation Form

Name _____ Date _____

Job Assignment _____ School/Dept _____

The purpose of this evaluation is to provide the employee with information about his/her strengths and to identify areas needing improvement. This form is to be completed in full and signed by the supervisor and the employee. The employee's signature does not indicate agreement with the evaluation but that the evaluation has been reviewed.

SELF EVALUATION				1. Exceeds 2. Acceptable	3. Improvement Needed 4. Unacceptable	SUPERVISOR EVALUATION			
1	2	3	4			1	2	3	4
				1. <u>Ability</u> a. Rate the employee on ability to perform the specific duties required of the position.					
				b. Rate the employee on orderliness of work, neatness of work and incidence of errors.					
				2. <u>Attitude</u> Rate the employee on attitude towards the job, schools, other employees, etc					
				3. <u>Responsibility</u> a. Rate the employee on use of time and ability to complete work without direct supervision.					
				b. Rate the employee on initiative and if things are done without having to be requested.					
				4. <u>Dependability</u> Rate the employee on daily attendance record.					
				5. <u>Reliability</u> a. Rate the employee on ability to follow directions.					
				b. Rate employee on ability to utilize appropriate work methods and procedures.					
				c. Rate employee on ability to perform expected tasks at expected times.					
				6. <u>Relationship with Others</u> a. Rate the employee on ability to get along with supervisors.					
				b. Rate employee on ability to get along with other employees.					
				c. Rate employee on ability to get along with students and the public.					
				7. <u>Cooperation</u> Rate employee on willingness to accept supervisor's direction.					
				8. <u>Personal Appearance</u> Rate the employee on cleanliness, neatness, personal habits and appropriate dress.					

**Fairborn City Schools
Support Staff Evaluation**

Supervisor/Evaluation Comments:

The following is the plan for improvement:

Employee Comments:

Employee Signature indicates that the evaluation has been reviewed and discussed, it does not mean that the employee agrees or disagrees with the evaluation.

Employee Name	Employee Signature	Date
----------------------	---------------------------	-------------

Supervisor/Evaluator Name	Supervisor/Evaluator Signature	Date
----------------------------------	---------------------------------------	-------------

ADDENDUM D – Summary of Benefits

Your Summary of Benefits



**Educational Purchasing Council - Fairborn
Blue Access® (PPO)
Effective January 1, 2017**

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$150/\$300	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$25/\$30 No Cost Share 5% 5%	30% 30% 30% 30%
Preventive Care Services <ul style="list-style-type: none"> • Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. 	No Cost Share	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing 	\$100 \$25 5% No Cost Share 5%	\$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	5%	30%

Blue 8.6

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association.

Benefit summary - Fairborn 8.6 NGF 10.1.16.doc

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) Unlimited days for skilled nursing facility 	5%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	5%	30%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	5% No Cost Share 5%	30% No Cost Share 5%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 60 visits Occupational Therapy: 60 visits Manipulation Therapy: 18 visits Speech therapy: 40 visits 	\$25/\$30 5%	30% 30%
Accidental Dental: Unlimited	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No Cost Share	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs:		
Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your Prescription Benefit Plan Copay Overview
Fairborn PPO 1/1/2017

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	Maintenance Choice CVS Caremark Mail Service Pharmacy or CVS/pharmacy For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$10 for a generic prescription	\$20 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$30 for a preferred brand-name prescription	\$60 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$50 for a non-preferred brand-name prescription	\$100 for a non-preferred brand-name prescription
Refill Limit	One initial fill plus two additional refills for long-term medications	None
Maximum Out-of-Pocket	\$3,000 per individual / \$6,000 per family	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

For out of network coverage, you will be reimbursed 50%.

Certain medications may require prior authorization or coverage through a CVS/caremark specialty pharmacy. Please contact customer care or go to www.caremark.com for additional information on these medications.

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of four easy ways to start using the Maintenance Choice program:

1. Bring your prescription to a CVS/pharmacy location
2. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
3. Visit www.caremark.com/faststart
4. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

7471-2PRTF-60-0615

Your Summary of Benefits



**Educational Purchasing Council - Fairborn
Lumenos Health Savings Accounts
Effective January 1, 2017**

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does apply to family coverage.	Single: \$2,600 Family: \$5,000	Single: \$5,000 Family: \$10,000
Out-of-Pocket Limit	Single: \$3,500 Family: \$7,000	Single: \$7,000 Family: \$14,000
Physician Home and Office Services <ul style="list-style-type: none"> Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> Physician Home and Office Visits Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance	30%
Emergency and Urgent Care <ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 100 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	0%	30%

Blue 7.5

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services (Network/Non-network combined) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. Home Care Services 100 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	0%	30%
Accidental Dental Services \$3,000 per accident (Network and Non-network combined)	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 20 visits Occupational Therapy: 20 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	0%	30%
Behavioral Health Services: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits Other Outpatient Services @ Hospital/Alternative Care Facility 	0%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	0%	30%
Prescription Drugs Administered by CVS/Caremark	See Your Prescription Benefits Summary	See Your Prescription Benefits Summary
Lifetime Maximum	Unlimited	Unlimited

Your Summary of Benefits

Notes:

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Network and non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Wigs limited to 1 per benefit period

¹ We encourage you to review the Schedule of Benefits for limitations.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Prescription Benefit Plan Copay Overview

Fairborn HSA 01/01/2017

Your plan is based on a combined deductible of medical and prescription claims. The deductible is the total "out of pocket" amount you must pay before your prescription benefit plan coverage will take effect. Your annual deductible is \$2,600 for an individual or \$5,000 for a family. **Until this deductible amount is met, you will pay 100 percent for your prescriptions.**

Once the deductible is met, your costs will be as follows:

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	Maintenance Choice CVS Caremark Mail Service Pharmacy or CVS/pharmacy For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$10 copay after the deductible is met for a generic prescription (after deductible)	\$10 copay after the deductible is met for a generic prescription (after deductible)
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$30 copay after the deductible is met for a preferred brand-name prescription (after deductible)	\$75 copay after the deductible is met for a preferred brand-name prescription (after deductible)
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$50 copay after the deductible is met for a non-preferred brand-name prescription (after deductible)	\$150 copay after the deductible is met for a non-preferred brand-name prescription (after deductible)
Refill Limit	One initial fill plus two additional refills for long-term medications	None
Biotech/Specialty Medicines	25% (\$150 max)	
Annual Deductible	\$2,600 per individual / \$5,000 per family	
Maximum Out-of-Pocket	\$3,500 per individual / \$7,000 per family	
<small>Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.</small>		

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of four easy ways to start using the Maintenance Choice program:

1. Bring your prescription to a CVS/pharmacy location
2. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
3. Visit www.caremark.com/faststart
4. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

GLOBAL-2PRTF-71_AD_MOOP-0412

Delta Dental of Ohio
Dental Benefit Highlights for
Southwest Ohio Educational Purchasing Council
(EPC Schools) #5630
Fairborn Local



Delta Dental PPO SM (Point-of-Service) Coverage effective January 1, 2016	Delta Dental PPO Dentist	Delta Dental Premier [®] Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*

Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to bridges, dentures, and implants	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Prosthetic Services - bridges, dentures, and implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -		No Age Limit	

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

Maximum Payment – \$1,000 per person total per calendar year on Diagnostic & Preventive, Basic Services, and Major Services. \$1,000 per person total per lifetime on Orthodontics.

Deductible – \$50 deductible per person total per calendar year limited to a maximum deductible of \$100 per family per calendar year on all services except Diagnostic and Preventive Services, Emergency Palliative Treatment, Sealants, Brush Biopsy, X-rays, and Orthodontic Services.

Note – This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists – there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our Certified Center of Excellence call center, as awarded by Benchmark Portal.

Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more – all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at (800) 524-0149 or look online at www.DeltaDentaloh.com.