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Negotiated Agreement

between the

Fairborn Education Association

and the

Fairborn City Board of Education

EFFECTIVE

JULY 1, 2024

THROUGH JUNE 30, 2027

TABLE OF CONTENTS

PREAMBLE **1**

ARTICLE 1 - RECOGNITION **2**

1.01 Recognition Clause 2
1.02 Excluded from Recognition 2

ARTICLE 2 – NEGOTIATION PROCEDURE **4**

2.01 Scope of Negotiations 4
2.02 Communications 4
2.03 Negotiation Sessions 4
2.04 Impasse Procedure 4

ARTICLE 3 – GRIEVANCE PROCEDURE **5**

3.01 Grievance Defined 5
3.02 Time Limits 5
3.03 Representation 5
3.04 General Provisions 5
3.05 Procedure for Processing Grievances 6

ARTICLE IV – BOARD RIGHTS **9**

4.01 Management Rights Clause 9

ARTICLE V – ASSOCIATION RIGHTS **10**

5.01 Right to Act Without Reprisal 10
5.02 Right to Conduct Association Business on School Premises 10
5.03 Use of Instructional Employee Mailboxes/Intra-Office Mail/and E-Mail 10
5.04 Right to Use School Bulletin Boards 10
5.05 Right to Information/Board Meetings 10
5.06 Released Time for Advocacy Proceedings 10
5.07 Association Days 11
5.08 In-Service 11
5.09 Academic Council 11
5.10 Election to State/National Office 12
5.11 Association Space 12
5.12 Right to Information/New Staff 12
5.13 Joint Committees 12
5.14 Payroll Deduction for Association Dues 18

ARTICLE VI – COMPENSATION AND REIMBURSEMENT **20**

6.01 Salary and Fringe Benefits 20
6.02 Severance Pay 20
6.03 Mileage Reimbursement 21
6.04 Payroll Procedures 21
6.05 Tuition Reimbursement 25
6.06 Attendance at Educational Meetings, Conferences, and Conventions 27
6.07 STRS Pick-up Utilizing the Salary Reduction Method 27
6.08 Retirement Incentive Feasibility Study 28
6.09 Voluntary Internal Substitution 29
6.10 Special Education IEP Writing 30
6.11 Hourly Rate for Extra Work 31

ARTICLE VII - INSURANCE 32

7.01 Life Insurance 32
7.02 Health Care 32
7.04 Other Approved Leave 33
7.05 Insurance Carriers 33
7.06 Change in Carriers 34
7.07 Coverage Continuation 34
7.08 Section 125 - Benefits Plan 34
7.09 Dental Care 34

ARTICLE VIII - LEAVE 35

8.01 Sick Leave 35
8.02 Personal Leave 36
8.03 Unpaid Maternity/Parental Leave 38
8.04 Unpaid Sabbatical Leave 40
8.05 Unpaid Leave of Absence for Health Reasons 41
8.06 Other Unpaid Leaves of Absence 42
8.07 Assault Leave 43
8.08 Jury and Witness Duty Leave 43
8.09 Donation of Sick Leave for Life-Threating and/or Serious Illness or Injury 44
8.10 Unpaid Political Leave 45
8.11 Family and Medical Leave 45

ARTICLE IX – INDIVIDUAL RIGHTS 48

9.01 Regular Teaching Contracts 48
9.02 Notice of Professional Certificate Application 48
9.03 Limited Contract Sequence 49
9.04 Supplemental Contracts 49
9.05 Summer School Contracts 50
9.06 Continuing Contracts 50
9.07 Complaints Against Instructional Employees 51
9.08 Non-Renewal and Termination of Contracts 52
9.09 Personnel Record File 52
9.10 Vacancies, Transfers, and Re-Assignments 53
9.11 Student Discipline 54
9.12 Parental Requests 55
9.13 Chronic Communicable Diseases 55
9.14 Student Testing 55
9.15 Record Check 56
9.16 Right to Representation 56
9.17 Instructional Employee's Child Attendance 56

ARTICLE X – WORK YEAR AND WORK DAY 57

10.01 Instructional Employee Year/Day 57
10.02 Parent/Instructional Employee Conferences 59
10.03 Calendar Committee 59
10.04 Professional Dress/Staff 59

ARTICLE XI – WORKING CONDITIONS 60

11.01 Class Size 60
11.02 Teaching Environment Concern Procedure 62
11.03 Facilities 62

11.04 Resident Educator/Mentor Program 62
11.05 Students with IEPs 64
11.06 Noon Duty Aids 64

ARTICLE XII - EVALUATIONS 65

12.01 Evaluation Procedure 65

ARTICLE XIII – SHARED STAFFING/INSTRUCTIONAL TUTORS 71

13.01 Shared Staffing 71
13.02 Instructional Tutors 71
13.02 Tutors 72

ARTICLE XIV – NO STRIKE/LOCKOUT 74

14.01 No Strike/Lockout 74

ARTICLE XV – REDUCTION IN FORCE 75

15.01 Reductions in Force 75
15.02 Displacement Rights 75
15.03 Seniority 76
15.04 Recall Rights 77
15.05 Comparable 77
15.06 Notice of Contract Suspension 77
15.07 Maintenance of Health Benefits 78

ARTICLE XVI – EFFECTS OF CONTRACT 79

16.01 Provisions Contrary to Law 79
16.02 Non-Discrimination 79
16.03 Amendments 79
16.04 Copies of Agreement 79

ARTICLE XVII - MISCELLANEOUS 80

17.01 Day 80
17.02 Academic Distress Commission 80

ARTICLE XVIII - DURATION 81

18.01 Repudiation 81
18.02 Duration 81

ADDENDUM A – MASTER'S DEGREE 82

ADDENDUM B – PAY SCHEDULES 83

2024-2025 Salary Schedule – 4% 84
2025-2026 Salary Schedule – 3.25% 85
2026-2027 Salary Schedule – 3% 86

ADDENDUM C – SUPPLEMENTAL SALARY SCHEDULE 87

ADDENDUM D – MEDICAL PLAN – SUMMARY OF BENEFITS 94

ADDENDUM E – DENTAL PLAN – SUMMARY OF BENEFITS 116

ADDENDUM F – FORMS 119

GRIEVANCE FORM LEVEL I 120
GRIEVANCE FORM LEVEL II SUPERINTENDENT'S LEVEL 121
GRIEVANCE FORM LEVEL II 122

PERSONAL LEAVE FORM....123
APPLICATION FOR UNPAID LEAVE OF ABSENCE....124
INSTRUCTIONAL EMPLOYEE OFFICE DISCIPLINE REFERRAL FORM....125
PARENTAL REQUEST FORM....126
ASSAULT LEAVE FORM....127
SICK LEAVE BANK REQUEST FORM....128

PREAMBLE

The Fairborn Board of Education, hereinafter referred to as the "Board," and the Fairborn Education Association, hereinafter referred to as the "Association," affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Fairborn City School District is paramount in the operation of the schools and will be promoted by both parties. The Association and the Board, as parties to this Agreement, will engage in a collaborative effort to improve the district's current academic performance. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.

B. The Superintendent and his/her staff have the responsibility for implementing the policies established by the Board.

C. The professional Instructional Employees have the responsibility of providing the highest quality education in the classroom within the existing established Board policies.

D. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedures without interruption to the school program.

ARTICLE 1 - RECOGNITION

1.01 Recognition Clause

The Association is hereby recognized as the sole and exclusive bargaining agent for the full-time and regular part-time certificated/licensed employees who provide services for the Board. Instructional Employees as used herein shall mean those certificated/licensed employees who are:

A. Classroom teachers

B. Department Coordinators

C. Nurses

D. Counselors

E. Librarians

F. Therapists

G. Art, Music, Physical Education, and Intervention Specialists

H. Tutors

I. English as a Second Language.

1.02 Excluded from Recognition

The Association is hereby recognized as the sole and exclusive bargaining agent for the full-time and regular part-time certificated/licensed employees who provide services for the Board. The following are excluded from recognition:

A. Central Office Administrators

B. Building administrators, including Principals and Assistant Principals

C. Managerial and confidential employees

D. Supervisor of Special Education, Supervisor of Media Services, Supervisor of Cafeterias, Athletic Director, Night School Director, Secondary Summer School Principal, Psychologists

E. Those persons who are employed as non-Instructional Employees

F. Substitutes and Home Instruction Tutors

G. Work Study Coordinators

H. Instructional Aides.

ARTICLE 2 – NEGOTIATION PROCEDURE

2.01 Scope of Negotiations

All matters pertaining to wages, hours, and other terms and conditions of employment.

2.02 Communications

During negotiations, it is understood that the negotiating teams will maintain communication with their respective parties. Any information submitted to the public prior to reaching agreement or declaring impasse shall be jointly released by the Association President and the Superintendent.

2.03 Negotiation Sessions

A two (2) day negotiation session will be scheduled. The meeting place and time will be mutually acceptable to both parties. The parties shall exchange their respective written proposals prior to their two (2) day negotiation session. Unless agreements are made to the contrary, both parties agree that the first bargaining session for a successor agreement will take place before April 15 of the last year of the contract. The second bargaining session for a successor agreement will take place before May 15 of the last year of the contract. The Board will pay for the release of up to seven (7) FEA negotiation team members for each of the two (2) separate days of negotiations. The Association will pay for the release time of any additional members thereafter to attend.

The parties agree to limit their negotiations to no more than ten (10) items.

2.04 Impasse Procedure

A. At any time during the bargaining process, the parties may mutually request mediation assistance through the Federal Mediation and Conciliation Service to assist in resolving issues. Should the parties need the use of the Federal Mediation and Conciliation Service to assist in resolving issues, the Board will pay for the release of up to seven (7) FEA negotiation team members to attend one mediation session. Any costs for the use of such mediation service shall be shared equally by the parties. The use of such mediation shall be the exclusive impasse remedy used by the parties.

B. If one party believes that all efforts to reach agreement have been exhausted, that party may declare that an impasse exists.

C. Nothing contained herein shall restrict the rights of the Association as set forth in §4117.14(D)(2) of the Ohio Revised Code, 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 or on or after the date on which impasse is declared, whichever occurs later. Such notice shall contain the day and time that the action will commence; however, the parties may extend such date and time by written agreement. Such notice shall not be given prior to the declaration of impasse and the parties subsequently requesting mediation assistance.

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 Instructional Employee or group of Instructional 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 school days except that when a grievance is submitted during summer break, 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.

3.03 Representation

Both the aggrieved Instructional Employee and the Board representative shall be allowed counsel and/or representation at all levels. The aggrieved Instructional 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 (all forms are contained in Addendum F) when it has been determined by the Building Principal and the Instructional Employee that the subject is not within the Principal's realm of responsibility or control.

B. Nothing contained in this procedure shall be construed as limiting the individual rights of an Instructional 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 the procedure herein described.

E. A group grievance may be initiated by the Association within twenty (20) days of an alleged violation that affects two (2) or more Instructional Employees arising out of like circumstances. If a group grievance is not filed in writing within twenty (20) days after the grievants knew or should have known of the act or conditions on which the grievance is based, the grievance shall be considered waived.

F. If an Instructional Employee does not file a grievance in writing 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. 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.

H. 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.

I. 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.

J. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, 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.

K. 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.

L. Any action by the Board or any recommendation of the Superintendent to terminate the employment contract of any Instructional Employee shall be governed exclusively by the procedural provisions of §§3319.16 and 3319.161 of the Ohio Revised Code.

3.05 Procedure for Processing Grievances

A. Informal Procedures

If an Instructional Employee believes there is basis for a grievance, he/she may first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. The Instructional 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 policies and rules of the Board, and if the Instructional 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 five (5) days of such informal meeting, or if the Instructional Employee has elected not to use the informal procedure, he/she may present his/her formal claim to his/her Principal or immediate supervisor by submitting a

completed Grievance Report Form, Level I, located in Addendum F. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions allegedly violated, and the relief sought shall be submitted by the Instructional Employee to his/her Principal, and to the Association Representative. Within five (5) days of receipt of the Grievance Report Form, the Principal/immediate supervisor shall meet with the Instructional Employee and/or his/her Association Representative in an effort to resolve the grievance. The Principal/immediate supervisor shall give his/her written decision to the grievance within five (5) school days after such meeting by completing Level I of the Grievance Report Form and returning it to the Instructional Employee. The Association and the Superintendent or his/her designee shall both be given a copy of the immediate supervisor's decision.

If the Grievance Report Form is not forwarded by the Association to the Superintendent or his/her designee within five (5) school days after the decision in Level I, the grievance shall be considered waived and further action barred.

C. Level II

If the Instructional 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 the Grievance Report Form, Level II, located in Addendum F and submit the grievance to the Superintendent or his/her designee. Within five (5) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association Representative. Within five (5) school 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 forward same to the Instructional Employee. The Association and the Principal/immediate supervisor 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 by the American Arbitration Association.

The parties will follow the rules and procedures of the American Arbitration Association to select an arbitrator and to set a date for the arbitration.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to make any award which is inconsistent with the terms of this Agreement, or contrary to law. The decision of the Arbitrator shall be binding on the grievant(s), the Association, and the Board.

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.

In the event the Arbitrator conducts a hearing during a grievant's regular work hours, the grievant will be permitted released time with pay to attend the hearing.

ARTICLE IV – BOARD RIGHTS

4.01 Management Rights Clause

Except to the extent specifically modified by the terms of this Agreement, the Board shall have the right and responsibility to:

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

B. Direct, supervise, evaluate, or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

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

E. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees (renew or non-renew the contracts of employees).

F. Determine the adequacy of the work force.

G. Determine the overall mission of the employer as a unit of government.

H. Effectively manage the work force.

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

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

ARTICLE V – ASSOCIATION RIGHTS

5.01 Right to Act Without Reprisal

There shall be no reprisals of any kind taken against the members of the bargaining unit for action(s) taken relative to negotiations, and/or membership representatives 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, with the permission of the Building Principal(s) or his/her designee(s), transact Association business on school premises during school hours. The conduct of such business shall be such as not to interfere with instruction or interrupt normal school operations. The permission of the Principal(s) or his/her designee(s) shall not be unreasonably denied.

B. Additionally, the Association Building Representative shall have the right to address the faculty on the opening day of school each year.

C. The Association President shall be allocated time on the agenda of the District-wide opening Instructional Employees' meeting by the District administration.

5.03 Use of Instructional Employee Mailboxes/Intra-Office Mail/and E-Mail

The Association shall have the right to use the school mailboxes, intra-office mail and e-mail for communication to Instructional Employees.

5.04 Right to Use School Bulletin Boards

The Association shall have the use of a bulletin board in each Instructional Employee's workroom designated for Association announcements. No political announcements will be posted on said bulletin board. The word "political" as used in this Agreement refers to public sector candidate endorsements and issues and does not include Association politics.

5.05 Right to Information/Board Meetings

The President of the Association will be provided with a Board Agenda twenty-four (24) hours preceding the Board meeting. During the Board's discussion on any issue, the Association President, or his/her designee, shall have the right to speak, providing the Superintendent is notified of the item by 12:00 noon on the day of the Board meeting.

5.06 Released Time for Advocacy Proceedings

The Board shall grant an annual cumulative total of up to twenty (20) days of paid leave for the purpose of attending proceedings between the parties and/or for time to prepare for a grievance

proceeding up to and including Level II of the grievance process. The Board will provide substitute Instructional Employees for the first ten (10) days, and the Association will reimburse the Board for the cost of substitute Instructional Employees for the remaining days.

In the case of preparation for arbitration or in the case of an arbitration hearing, the Association will reimburse the Board for the cost of the substitutes for the release time.

5.07 Association Days

A. The Board shall authorize up to a maximum, collective total of eighteen (18) days of absence without loss of pay per year (August 1 through July 31) to Instructional Employees elected to represent the Association or chosen to serve on programs or in official representative capacity at Association, N.E.A., O.E.A., or W.O.E.A. meetings, conferences, conventions, or lobbying (in Columbus and/or in Washington, D.C.) for educational concerns. The eighteen (18) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other teacher organization. To be valid, a request for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee ten (10) work days in advance. Under extenuating circumstances, the ten (10) work day period may be lessened. All meeting expenses including the cost of the substitute will be paid by the Association.

B. The President of the Association will be granted one day with pay per month release time.

5.08 In-Service

A. In-service days, as set forth in the calendar, shall be mutually planned by the parties, subject to the approval of the Superintendent. Necessary funds for these days, as approved by the Superintendent, shall be provided by the Board.

B. The provisions contained herein shall not prohibit the conduct of other in-service programs.

5.09 Academic Council

A. The primary function is to serve as the District's coordinating body for study and evaluation of academic questions. The Council makes recommendations to the Superintendent of Schools.

B. The Superintendent or his/her designee will solicit volunteers and the Association President shall provide the Superintendent or his/her designee with a list of Instructional Employees interested in serving on the Council. The Association may appoint three (3) Council members.

C. Council recommendations shall be forwarded to the Superintendent or his/her designee and to the Association President. The Council and the Association President shall be advised of the disposition or action taken by the Superintendent on the recommendations.

5.10 Election to State/National Office

Upon the request of the Association, an Instructional Employee, having been elected to a full-time state or national office of the Association's affiliate organization, will be granted a leave of absence without pay.

5.11 Association Space

The Association President shall, if possible, be provided space in his/her building and the right to locate a telephone. The space and telephone location shall be approved by the Principal. The telephone shall be installed, maintained and removed at the expense of the Association.

5.12 Right to Information/New Staff

The Board shall provide to the Association the names and job assignments for the coming school year of all newly employed members of the recognized bargaining unit at least one week prior to the beginning of school.

5.13 Joint Committees

A. Communication Committees

1. District-Wide Level

a. In the interest of sound employee relations, a joint District Communication Committee, made up of an Instructional Employee representative from each school building appointed by the Association and a representative(s) of the Administration appointed by the Superintendent, will convene at least once a month at a mutually agreed upon date unless it is mutually agreed otherwise, for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Agreement.

b. Such meetings shall be scheduled and shall not exceed one each thirty (30) days, unless otherwise agreed to by the parties. The meetings shall be held on a regular date to be established by mutual agreement during the prior school year and included on the District calendar.

c. It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. An Association Representative and a Board Representative shall alternately chair the meetings. Each party shall submit to the other, at least five (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.

d. Minutes from the meeting shall be taken by an Association Representative, reviewed by both parties, and distributed to all Instructional Employees, the Superintendent, and School Board members.

2. Building Level

a. In the interest of sound employee relations, a Communication Committee shall be established in each building for the purpose of building and maintaining a climate of mutual understanding and respect in the solution of common concerns. This committee will convene once a month at a mutually agreed upon date unless it is mutually agreed otherwise, for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in the Agreement.

b. Each committee shall be composed of not more than five (5) nor less than three (3) Instructional Employees elected by their colleagues, plus the Building Principal and, at the option of the Principal, any administrative assistant(s) from the building. The Association Building Representative shall conduct the election in each building.

c. Such meetings shall be scheduled as part of the building scheduling process and shall not exceed one each thirty (30) days, unless otherwise agreed to by the parties. The meeting shall be held on a regular date to be established by mutual agreement during the prior school year and included on the building calendar. This meeting shall take place at least five (5) school days prior to the meeting of the Joint District Communication Committee.

d. Minutes from the meeting shall be taken by an Association Representative, reviewed by Administration, and distributed to all Instructional Employees pertaining to that building, School Board members, the Superintendent, Association President, and District Communication Committee chairman.

B. Discipline Committee

1. District-Wide Level

a. A Joint Discipline Committee shall be created for the purpose of addressing such issues as:

1) Reviewing current student discipline policies and procedures and recommending revisions in compliance with applicable state and federal laws if necessary or desirable.

2) Disseminating information to Instructional Employees and administrators concerning such policies and procedures.

3) Recommending in-service programs on implementation of such policies and procedures.

4) Investigating safety policies for identification of students who potentially could engage in violent behavior and determining appropriate interventions. The Joint Discipline Committee will be made up of Instructional Employees, Building Principals or Assistant Principals, and other administrators. The Association may appoint one Instructional Employee per building to membership on the Committee. The Committee will meet at least twice each semester.

2. Building Level

a. A Discipline Committee will be established in each building for the purpose of addressing such issues as:

1) Developing strategies to improve discipline in the building.

2) Designing information related to discipline for dissemination to staff.

3) Each Committee will be composed of not more than five (5) nor less than three (3) Instructional Employees selected by the Association, plus the Building Principal, any Assistant Principal or administrative assistant(s) from the building.

C. Health Care Committee

The Association and Board agree to continue the Joint Health Care Committee to continue to seek alternatives which will contain health care and dental care costs. The Committee will also determine the appropriate benefit level to avoid federal penalty taxes scheduled to be assessed against the current benefit level. The Board grants the Health Care Committee, and representatives from both FEA and FCEA, the authority to meet with representatives of the EPC. All members of the Health Care Committee will have full access to any and all data provided by the EPC to the District.

D. Supplemental Review Committee

The parties will continue the Joint Supplemental Review Committee to review current supplemental contracts, to consider new supplemental contracts, and to review compensation for supplemental contracts. The Committee shall meet at least once per school year and will submit its annual recommendations to the Superintendent and to the Association for consideration. Recommendations to add, delete, or amend supplemental contracts during the term of the Master Agreement shall be memorialized in an MOU for consideration by the Association and the Board.

E. Special Education Committee

A Special Education Committee will meet as needed to bring concerns for discussion and resolution. The main goal of the Committee will be problem solving. Each building shall have at least one (1) representative appointed by FEA. The Administration will appoint one (1) preschool representative, one (1) MH representative, one (1) elementary administrator, one (1) Middle School administrator, one (1) high school administrator, and the Director of Student Services will appoint one (1) special education supervisor. The agenda will be compiled in advance with input from Committee representatives circulated by the Director of Student Services.

F. Teacher Evaluations/High Quality Student Data Committee

The Association and the Board agree to establish a Joint Evaluation Committee to regularly review the procedures and effectiveness of the Fairborn Teacher Evaluation System and to establish criteria and conditions for student growth measures based on previous data for each year's evaluation cycle if appropriate to the adopted framework.

Committee agenda will be developed jointly by the co-chairpersons of the Committee.

This Committee will also review all portions of the Fairborn OTES Teacher Resource Manual and Fairborn OTES Model Manual to include the teacher performance component of the Fairborn OTES model. Following the final meeting of the school year, recommendations for necessary changes to this process or forms coming from this Committee will be forwarded to both the FEA Negotiations team and the Board's representative for inclusion in the collective bargaining process for a successor Collective Bargaining Agreement.

This District Evaluation Committee will meet at least two (2) times a year. This Committee will meet once prior to September 15 of every school year to establish the yearly HQSD goal criteria required by ODE and once at the end of the evaluation cycle prior to May 15 to review the assessment data from student growth measures collected for the purpose of planning the evaluation process the following year. This Committee will review HQSD criteria and approval dates. The committee shall make recommendations to FEA and the Superintendent to inform future contract negotiations.

The Evaluation Committee will be chaired by:

Two (2) FEA Representatives
The Director of Curriculum
The Director of Student Services/Certified Personnel

Additional members to the Evaluation Committee will include the Data Assessment Coach and from each building (Fairborn High School, Baker Middle School, Fairborn Intermediate School, and Fairborn Primary School) the following:

One (1) administrator
Three (3) teachers – This would include teachers from core areas as well as special education and related areas such as PE, Health, Art, Business and Foreign Language.

All members of the Committee will receive training in all aspects of OTES, the state adopted evaluation framework, value added, and the standards for the teaching profession prior to beginning their work. Each Committee member will receive release time for Committee meetings. Time spent receiving administration-directed summer training shall be paid at the hourly rate stated in Article 6.11 – Hourly Rate for Extra Work.

The Committees shall also have the responsibility to develop its internal procedures that will govern the Committee's operations. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

G. In accordance with O.R.C. §3319.22, a Local Professional Development Committee (LPDC) shall be formed to establish and review the standards and requirements for obtaining and renewing temporary, associate, provisional and professional educator licenses. An LPDC shall be established to decide equivalent activities toward Continuing Education Units (CEUs); develop a format for Individual Professional Development Plan (IPDP) Proposals for District-wide use; establish appropriate training in the IPDP process for all members; review breaches of confidentiality and to establish and implement an appeals procedure.

1. LPDC Membership: The LPDC shall be comprised of five (5) members. Four (4) shall be Instructional Employees who shall be appointed by the Association. Reasonable efforts will be made to obtain Instructional Employee representatives from the High School, Middle School, Intermediate School and Primary School.

2. Terms of Instructional Employee Members: Instructional Employee members shall serve a term of four (4) years in a staggered rotation.

3. Vacancy: In the event there is a vacancy for an Instructional Employee member on the LPDC, a new member will be appointed by the Association to fulfill the vacant term.

4. LPDC Operating Procedures: Members of the LPDC shall elect a chairperson at the first meeting. Additionally, the LPDC shall determine its operating procedures and meeting schedule by consensus. There must be a quorum present to reach a consensus. A quorum is at least four (4) members. Where consensus is not possible, a vote of a simple majority of the full membership of the Committee shall be required for action.

5. Removal of a Member: Members of the LPDC may be appointed and/or removed by the appointing official with just cause.

6. The committee may use up to twelve (12) release days for LPDC actions. The Board will provide substitutes. If additional days are required, they shall be held outside the school day.

7. Instructional Employee IPDP: In accordance with O.R.C. §3319.22 and Ohio Administrative Code Section 3301-24-08, each educator who desires to fulfill the license renewal is responsible for the design of an IPDP subject to approval of the LPDC. The IPDP must follow all District approved guidelines. The plan shall be based on the needs of the educator, the students, the school, and the District.

8. Appeals Process: The LPDC has developed an appeals process.

9. Clerical Service: The Board shall be responsible for clerical and record-keeping service for the LPDC.

10. The four (4) Instructional Employee members of the LPDC designated by the Association each shall receive a stipend of $1,000.00 per year. The Instructional Employee member who serves as chairperson shall receive an additional stipend for $200.00. This stipend shall not set a precedent for other District committees.

H. Building and District Leadership Teams

1. Purpose: To implement the District's Continuous Improvement Plan, including professional development.

2. Participants:

a. District Leadership Team – The DLT will consist of the Superintendent and his/her designee as needed; one (1) administrator from each building; one (1) supervisor of special education; one (1) curriculum director; two (2) FEA representatives; one (1) data coach; two (2) teacher leaders from each building. Teacher leaders will be from various content areas, grade levels, and specialized instructional areas.

Other participants may be invited as needed.

All teacher members will be mutually agreed upon by the Curriculum Director and FEA. FEA representatives will be appointed by FEA.

All DLT meetings will be held during the school day.

b. Building Leadership Teams – The BLTs will consist of the building level administrators; two (2) representatives chosen by the FEA; (1) teacher representative from specialty areas (music, physical education, art, special education, therapists, and library), and the following; Primary School –

two (2) teachers from each grade level; one (1) from Main Campus; Intermediate School – two (2) teachers from each grade level; Baker Middle School and High School – two (2) teachers from each core content area.

Other participants may be invited as needed on a voluntary basis and shall not receive compensation as noted below.

All teacher members, except the designated FEA representatives, will be mutually agreed upon by the Building Principal and FEA.

The Building Leadership Teams will meet as required by the Ohio Improvement Process. If these meetings are held at a time outside of the FEA contracted day, each Instructional Employee will work to Bachelor's Step 1 hourly rate for up to ten (10) meetings each school year. Time worked will be submitted on a time sheet to the building administrator for approval.

Instructional Employees on the Building Leadership Team will be within the limits set below for each building:

FHS – up to twelve (12) Instructional Employees
BMS – up to twelve (12) Instructional Employees
FIS – up to eight (8) Instructional Employees
FPS – up to fifteen (15) Instructional Employees

3. The decisions of the BLTs and DLT cannot alter the terms and conditions of the Collective Bargaining Agreement.

5.14 Payroll Deduction for Association Dues

A. The Board shall provide for voluntary payroll deduction of Unified Education Professional dues for those bargaining unit members who elect to become or to remain members of the FEA/OEA/NEA.

B. Notice of the Amount of Dues Deduction

Notice of the amount of annual Association Dues 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.

C. Transmittal of Deductions

The Board further agrees to accompany each transmittal of dues to the Association with the list of the names of the bargaining unit members for who Association Dies deductions were made, the period covered, and the amount deducted for each member.

D. Schedule of Association Dues Deductions

Contingent on FEA's timely transmittal of the names of Association members and dues owed, payroll deduction of Association dues will be in equal amounts on a bi-weekly basis beginning with the fifth payroll of each year and shall continue through the last pay in May.

For employees hired after the beginning of the school year, the payroll deductions shall commence within 30 days following the Association's notification to the Treasurer's office that the employee has joined the Association.

E. Indemnity

The Association agrees to defend, indemnify, and hold harmless the Board, its members and employees from any and all claims arising out of the dues deduction procedure 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.

ARTICLE VI – COMPENSATION AND REIMBURSEMENT

6.01 Salary and Fringe Benefits

Salary Schedules for the 2024-2025, 2025-2026 and 2026-2027 contract years are attached to this Agreement as Addendum B.

6.02 Severance Pay

A. Instructional Employees covered hereunder who separate their employment with the Board shall be eligible to convert their unused sick leave at the time of separation. Eligible Instructional Employees shall be those who:

1. Have ten (10) or more years in active pay status with the Fairborn City School District, and

2. Have attained the age of fifty-five (55) or older, and

3. Retire through the State Teachers Retirement System and who, upon retirement, are immediately eligible reduced or unreduced for retirement benefits.

B. An Instructional Employee will not be eligible for severance pay should the Instructional 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 Instructional Employee's contract.

C. All sick leave accumulated by the Instructional Employee up to a maximum of two hundred and fifty-two (252) total days may be converted to severance pay and paid as such on the basis of one day of severance pay for each three (3) days of unused sick leave. The maximum number of days as severance pay under this Article shall be eighty-four (84) days.

D. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Instructional Employee at that time. Payment shall be made only once to any Instructional Employee. In order to be eligible for severance pay, an application must be made to the Treasurer within ninety (90) calendar days following the Instructional Employee's last date of work.

All Instructional Employees who have attained the age of fifty-five (55) years or older during the calendar year of retirement and are eligible for a severance payment will be paid into the Board sponsored Employer 403(b) Special Pay Retirement Account per adoption

agreement dated March 10, 2011, and as amended hereafter. By participating in the Employer 403(b) Special Pay Retirement Account, an Instructional Employee will receive payment for his/her unused accumulated sick leave up to the maximum IRS 415 limit for the section 403(b) plan unreduced by current federal, state, and local income taxes. These monies will be paid into the Employer 403(b) Special Pay Retirement Account as elected and permitted by the plan beginning with the official year of retirement as set by the Ohio State Teachers Retirement System. Any additional monies due to the Instructional Employee will be paid out up to the maximum IRS 415 limits each January until all monies have been paid.

E. In the event of the death of an Instructional Employee who is otherwise eligible for severance pay, such Instructional Employee shall be deemed to have made application for severance pay, and/or to have terminated employment on the date immediately preceding the date of death. Payment of the severance pay shall be made to the Instructional Employee's beneficiary(ies) of record under the District's group life insurance plan, otherwise to the Instructional Employee's estate. Payment shall be released to the qualified appointed Executor or Administrator of the Instructional Employee's estate, if applicable.

6.03 Mileage Reimbursement

All Instructional Employees who use their personal car for school business shall receive mileage in accordance with the following guidelines.

A. Mileage shall be paid to Instructional 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. The Principal may authorize mileage as needed for transporting sick pupils to their homes during the day.

D. The rate of compensation for mileage shall be at the current published IRS rate, as of January 1 of any school year.

6.04 Payroll Procedures

A. Instructional Employees on regular contracts will be paid according to a salary schedule for that position, as adopted by the Board. New Instructional Employees' assignments on the schedule will be made in accordance with the following:

1. Years of experience (maximum ten (10), including years of active military service). "Years of experience" as used herein shall mean:

    a. Teaching as a regular Instructional Employee for one hundred twenty (120) days or more in any school year in any elementary or secondary public school.

b. Teaching as a regular Instructional Employee for one hundred twenty (120) days or more in any school year in a non-public elementary or secondary school chartered by the Ohio Department of Education. Such Instructional Employee must have taught under a valid Ohio Department of Education certificate.

c. Teaching full-time in a fully accredited public Ohio college or university for one or more academic years.

d. Teaching full-time in a fully accredited private Ohio college or university for one or more academic years.

e. Teaching on an assistantship while working for an advanced degree shall not be considered a full-time teaching position.

f. Teaching as a substitute employed by the Board for one hundred twenty (120) days or more in any school year.

g. Teaching as a substitute in another Ohio public elementary or secondary school district for one hundred twenty (120) days or more in any school year. Substitute days in more than one district in any school year shall not be cumulated to meet the one hundred twenty (120) day minimum.

h. "Fully accredited" as used herein shall mean approved or on the membership list of one of the six (6) regional associations. These are the New England, Middle States, Southern, North Central, Northwestern or Western Association of Colleges and Secondary Schools. Professional accreditation by the National Council for Accreditation of Teacher Education shall also be recognized.

2. Years of active military service (maximum five (5) years). A "year of active military service" shall mean eight (8) or more continuous months of service.

3. Credit for academic training.

B. Evidence of additional academic training for currently employed Instructional Employees assigned on the salary schedule shall be given to the Treasurer on or before October 1 of any school year in order for an Instructional Employee to receive credit for said school year.

C. Instructional Employees presently employed by the Board and assigned on the salary schedule shall be eligible for assignment to the next higher step at the start of each school year if said Instructional Employee was employed at the next lower step for one hundred twenty (120) days or more in the preceding school year or each of the interval years between steps.

D. Payroll deductions shall be made from paychecks for the following:

1. Federal Income Tax

2. Ohio Income Tax

3. City Income Tax

4. Ohio State Teachers Retirement System

5. School Income Tax

6. Medicare

7. Court ordered deductions (All errors will be resolved directly with the courts).

Other optional deductions include:

1. Medical Insurance

2. Approved tax-sheltered annuities (403b) and deferred compensation plan (457). Maximum two (2) companies per individual per plan.

3. U.S. Savings Bonds

4. Wright-Patt Credit Union

5. United Way

6. Dues for the unified teaching profession and affiliated organizations as designated on the Association membership forms (FEA, WOEA, OEA, NEA):

   a. For Instructional Employees employed as of the start of each school year, dues shall be withheld for those individuals authorizing such dues deductions beginning with the first pay day of November of any school year and ending through the last pay of May in each contract year. Following the deductions, the Treasurer shall forward to the Association a check for the amounts withheld.

   b. For Instructional Employees employed after the start of each school year, dues shall be withheld for those Instructional Employees authorizing such dues deductions in accordance with arrangements made between the Association and the Board Treasurer.

   c. Authorization for those dues deductions must be presented to the Treasurer four (4) weeks prior to the first scheduled deduction; provided however,

after presentation of the initial authorization, said authorization shall be continuous from year to year, unless otherwise revoked in writing by the Instructional Employee. Any revocation shall be submitted to the Treasurer and the Association.

d. Any change in the amount(s) to be withheld must be submitted in writing by the Association at least four (4) weeks prior to the first deduction.

e. In the event of termination of employment of any Instructional Employee or revocation of the authorization before the total twelve (12) deductions have been made in any school year, the Treasurer shall deduct the balance of the dues from the final paycheck of any Instructional Employee who has authorized the deductions unless such requirement is waived in writing by the Association President twenty (20) days before the final payment.

f. The Association agrees to defend, indemnify, and hold harmless the Board, its members and employees 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.

7. Ohio Fund for Children and Public Education

8. Purchase of STRS Service Credit

9. Contributions to the Section 125 Benefits Plan outlined in Article 7.08

10. Ohio Tuition Trust Program

11. Tax-Deferred Payroll Deduction Plan to restore or purchase STRS credit.

E. Direct Check Deposit

1. All Instructional Employees will be paid through direct deposit and pay information will be delivered through email notification. Forms will be available in the office of the Treasurer.

2. If any error is made in the carrying out of the provisions of E1 above, the Instructional 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.

F. Pay Day

Notwithstanding the Board's option to implement twenty-four (24) pays, as stated below, the pay day for Instructional Employees shall be every other Friday. The schedule of payroll payments will be determined by the Treasurer and a printed schedule of payroll dates will be provided to each Instructional Employee at the start of each school year. Assuming the school year has been completed, all Instructional Employees shall be paid on a twenty-six (26) or twenty-seven (27) pay schedule based on the calendar for the school year.

The Board shall have the option to implement a twenty-four (24) pay schedule each contract year so long as the Association is given one-year advance notice. Such pays would occur on the fifth (5^{th}) and twentieth (20^{th}) of each month. Should a pay day fall on a holiday or weekend, the pay would occur on the last work day preceding the holiday or weekend.

G. Supplemental and extended contract payments shall be made as follows:

1. Supplemental pay for extended service time shall be prorated and paid over the applicable pay schedule stated in Section F.

2. For seasonal activities, supplemental payment shall be made at the conclusion of the assigned duties of the activity after the building administrator has signed off on the activity. Payment will be processed in the corresponding pay cycle.

3. For full-year activities, payment will be made at the end of the year, or in three (3) checks at the conclusion of each third of the assigned duties. Payment will be processed in the next corresponding pay cycle.

6.05 Tuition Reimbursement

Any regular full-time or part-time Instructional Employee working in excess of five (5) hours per day, holding a permanent certificate, alternative education license, supplemental license, resident educator license, five (5) year professional educator license, senior professional educator license, or lead professional educator license and has served as an Instructional Employee for the past five (5) years may take additional credit hours at any fully accredited college or university, and receive tuition reimbursement from the Board under the following conditions:

A. Reimbursement

1. The Instructional Employee must remain at Fairborn City School District for two (2) years after reimbursement payout or pay back the reimbursement to the Board of Education.

2. The Instructional Employee is eligible for reimbursement for tuition fees for college credits earned between September 1 and August 31 of the previous school year.

Tuition reimbursement shall be capped at a total annual expenditure of $30,000.00. If the requests for tuition reimbursement exceed $30,000.00, then this amount shall be divided among those who have submitted for reimbursement based on the collective total credit hours sought to be reimbursed.

3. Board payment will be based on fifty (50%) percent of the undergraduate and graduate tuition rates in effect at Wright State University at the time the courses were taken. In computing the conversion rate, any quarter hours shall be converted based on three (3) quarter hours equaling two (2) semester hours.

4. The maximum amount paid to the Instructional Employee may not exceed fifty (50%) percent of the Wright State University tuition fee schedule. The Instructional Employee may not under any conditions receive more reimbursement than the actual tuition cost of the course and/or the amount paid by the Instructional Employee.

5. Payments will be made on the first pay date in December provided the Instructional Employee is employed in the District and working in an active pay status at the time of payment.

6. Instructional Employees receiving outside assistance from grants, scholarships, student Instructional Employee certificates, or similar assistance programs may apply for any difference between the amount of aid received and the Board rate of reimbursement.

7. Payment will not be made for course work completed or underway prior to the beginning date of employment.

8. Payment will be made for the tuition expense only and will not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, or other miscellaneous fees.

9. Instructional 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.

B. Application

1. The Instructional Employees on an active pay status as of September 1 may apply for tuition reimbursement between September 1 and October 1 by obtaining and completing the appropriate application form. Forms may be obtained from the Building Principal and must be forwarded to the Superintendent or his/her designee.

2. Attached to the application must be:

   (a) An official college transcript or grade slip indicating successful completion of the course and the amount of credit earned.

(b) A receipt of payment to the college or university.

C. Unpaid Leave of Absence

The Instructional Employee returning from an approved unpaid leave of absence during the preceding school year shall be deemed to be eligible for tuition reimbursement.

6.06 Attendance at Educational Meetings, Conferences, and Conventions

Criteria for approval of either Instructional Employee-initiated requests and/or administrative-initiated requests shall be provided to the staff by each Building Principal by the end of the first grading period.

A. Instructional Employee-Initiated Requests

1. To attend educational meetings, conferences, conventions, workshops, seminars, clinics, or to conduct school visitations within the District or outside of the District may be approved by the Superintendent upon the recommendation of the Principal or other appropriate administrator. Request for such attendance shall be made at least ten (10) school days prior to the day any such leave shall commence and shall be made on the appropriate form.

2. Such approval may include all or part of the expenses incurred as a result of such attendance and an estimate of such anticipated expenses must be submitted with the request. Eligible expenses may include the approved cost of travel, housing, meals, and registration. In order to receive reimbursement for eligible expenses, the Instructional Employee must submit a request for reimbursement and any appropriate receipts for expenditures.

B. Administrative-Initiated Requests

1. Attendance by Instructional Employees at meetings, conferences, conventions, workshops, seminars, clinics or to conduct school visitations within the District or outside of the District may be approved by the Superintendent upon the recommendation of the Principal or other appropriate administrator.

2. 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 Instructional Employee must submit a request for reimbursement and any appropriate receipts for such expenditures. A separate check after all documentation has been approved by the Treasurer's office will be processed in the next corresponding vendor cycle.

6.07 STRS Pick-up Utilizing the Salary Reduction Method

The Board shall designate each Instructional Employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal

Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as Instructional Employee contributions, as permitted by Attorney General Opinion 82-097, in order that the amount of the Instructional Employee's income reported by the Board as subject to federal and Ohio income tax shall be the Instructional Employee's total gross income reduced by the then current percentage amount of the Instructional Employee's mandatory State Teachers Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no Instructional Employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers 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, including supplemental earnings 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, severance and supplementals, including unemployment and workers' compensation, shall be based on the Instructional Employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in an Instructional Employee's contract).

D. Such salary reduction shall not result in a salary which is less than the salary available under the state minimum salary schedule. Should the reduction calculation result in a salary that is less than the state minimum salary schedule, pro rata reduction shall result with the Instructional Employee contributing that portion which falls below such state minimum level.

E. It is understood that it is the responsibility of each individual Instructional Employee to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

F. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, 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.

6.08 Retirement Incentive Feasibility Study

Upon ratification by both parties, Administration shall participate in a Retirement Incentive Feasibility Study through Educators Preferred Corporation of Southfield, MI. The Feasibility Study shall be reviewed by both Administration and FEA leadership. The District shall have the final decision whether or not to proceed with offering an EPC-Structured Retirement Inventive to District employees.

A. A "Qualified Instructional Employee" is an Instructional Employee who has attained the applicable combination of age and service credit to be granted service retirement with the State Teachers Retirement Board under R.C. 3307.58. A Qualified Instructional Employee must take the retirement incentive no later than the first year of eligibility to retire, either with unreduced benefits or actuarially reduced benefits under any of the combinations of age and service credit to be granted service retirement with the State Teachers Retirement Board, or the Instructional Employee shall forfeit his/her right to the incentive.

B. In addition to and separate from severance pay, a qualifying Instructional Employee who retires will be granted a retirement incentive of $1,000.00 per year of service with the Board, not to exceed $18,000.00.

C. To receive this incentive, a qualified Instructional Employee has met the service credit requirement by June 30, of any school year, must declare intention to retire by giving written notice to the Superintendent on or before February 1 of that school year, and must retire no earlier than the end of that school year, and no later than the commencement of the next school year.

D. 1. For those unit members who are age 55 or older by the end of the calendar year in which they retire, the Board shall pay, as employer non-elective contributions, the unit member's severance into a 403(b)-annuity special pay plan for purposes of sheltering the unit member's severance pay. Payment in any calendar year shall be made according to limits established by the IRS. Should payment amounts exceed annual IRS limits, residual payments shall be made in the subsequent calendar year(s).

2. If a unit member is under age 55 by the last day of the calendar year in which they retire, they cannot utilize the 403(b)-annuity special pay plan option. The unit member's severance pay shall be paid out within sixty (60) calendar days upon evidence of his/her STRS retirement or date of retirement.

E. Each qualified Instructional Employee applying for the retirement incentive shall demonstrate by appropriate documentary evidence that application is being made within the prescribed time frame described in Section C above. Such evidence may include a certificate or letter to that effect by the retirement system under which the qualified Instructional Employee retires. It shall be the qualified Instructional Employee's responsibility to be aware of the qualifying criteria for this incentive program and related notification and retirement deadlines. Lack of knowledge or innocent errors shall not extend such deadlines.

6.09 Voluntary Internal Substitution

Administration shall first seek volunteers to internally substitute prior to directing Instructional Employee to substitute. Any employee may be directed to perform internal substitution duties up to six (6) times per school year on a rotation schedule. Instructional Employees who, at the request or direction of administration, substitute for another Instructional Employee during planning time,

but not during the Instructional Employee's instructional time, will be compensated at a rate of $20.00 per class period or $25.00 per hour. Instructional Employees will be paid at the end of each payment period in which the Internal Substitution occurred.

A. Split Classes for the day will be split with a limit of four (4) students per classroom unless mutually agreed on by the teacher and administrator. To be eligible for the following payments, the teacher must accept an assignment by administration of up to four (4) students:

1. Four (4) teachers or more - $25.00 per teacher

2. Three (3) teachers - $30.00 per teacher

3. Two (2) teachers - $45.00 per teacher

4. One (1) teacher - $90.00 to teacher

A specials teacher that is scheduled to teach a class from an Instructional Employee that has volunteered to split a class will receive $12.50 for each class meeting this criterion.

B. Loss of Specials Planning Time

If an Instructional Employee loses plan time because a substitute cannot be obtained for the specials teacher (defined as a teacher assigned to teach art, music and physical education), the Instructional Employee who loses plan time will receive $20.00 for that period.

In addition, if an Instructional Employee's weekly planning time falls below the minutes required by Article 10.01 due to the loss of computer tech time, the Instructional Employee who lost plan time will receive $20.00 for that period.

C. Administration will take reasonable measures to minimize the frequency in which Intervention Specialists are temporarily reassigned to cover a classroom vacated by an absent teacher.

D. Internal substitution will only be used when other methods to secure a substitute have been exhausted.

E. It is agreed that voluntary substitution is not mandatory more than six (6) times per school year.

6.10 Special Education IEP Writing

The Special Education Instructional Employee shall receive one-day release time. Release time may be taken in blocks of one-half (1/2) or one day with specific time subject to approval by the Principal. A second day may be requested with the approval of the Principal.

6.11 Hourly Rate for Extra Work

Instructional employees performing the extra work detailed below will be paid $30 per each hour worked:

- Summer School
- Building Leadership Team (BLT)
- District Leadership Team (DLT)
- District Positive Behavior Intervention & Supports Team (PBIS)
- Any other work pre-approved by the Superintendent

ARTICLE VII - INSURANCE

7.01 Life Insurance

The Board of Education shall provide, at no cost to the Instructional Employees, Group Life and Accidental Death and Dismemberment insurance coverage as follows:

Regular full-time and part-time Instructional Employees paid on the regular salary schedule - $50,000.00.

7.02 Health Care

A. Benefit Plans

1. There will be two managed health care plans available to eligible Instructional Employees who are regularly employed at least half-time and have enrolled for coverage: A Preferred Provider Organization ("PPO") plan and a High Deductible Healthcare ("HDH") plan. All Instructional Employees hired after June 30, 2017 will only have the HDH plan available to them.

2. Coverage for both the PPO and HDH plans shall be as set forth in Addendum D. 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. PPO Plan

The Board shall pay eighty percent (80%) of the monthly premium contribution to maintain coverage for the PPO plan and the Instructional Employee shall pay twenty percent (20%).

C. HDH Plan

1. The Board shall pay eighty percent (80%) of the monthly premium contribution to maintain coverage for the HDH plan and the Instructional Employee shall pay twenty percent (20%).

2. 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 Instructional Employees.

   a. Contributions 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. Members will receive HSA contributions prior to being earned.

b. Any Instructional 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.

c. An Instructional 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.

d. Any HSA contribution by participating Instructional 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 Instructional 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 Instructional Employee. The Instructional Employee is responsible for substantiation of the distribution for qualified medical expenses.

e. The Board shall determine the custodian of the HSA.

7.03 Vision Insurance

The Board shall offer vision insurance coverage to Association members. The employee shall pay one hundred percent (100%) of the insurance premiums.

7.04 Other Approved Leave

For other approved leaves of absence for less than six (6) months in duration, the Instructional 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.

7.05 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.

7.06 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.

7.07 Coverage Continuation

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

7.08 Section 125 - Benefits Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all Instructional Employees of the bargaining unit. 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 Instructional Employee shall incur any fees for the setup, enrollment, and administrative services provided.

7.09 Dental Care

The Board shall provide, at no cost to the Instructional Employees who have enrolled for coverage, a managed dental care plan. Coverage shall be as set forth in Addendum E. If during the term of this Agreement, the current insurance provider no longer offers any of the benefits set forth in Addendum E or changes the coverage from that set forth in Addendum E, 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 E.

ARTICLE VIII - LEAVE

8.01 Sick Leave

A. Accumulation

All full-time Instructional 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 Instructional Employees shall be entitled to sick leave credit for the time actually worked at the same rate as that of full-time Instructional 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 Instructional 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 Instructional Employee's immediate family that requires the care and/or attendance of the Instructional Employee.

C. Responsibility

All Instructional Employees shall be responsible for notifying AESOP prior to the beginning of the school day when sick leave is to be used under the above provisions. Failure to properly report an absence requiring sick leave is grounds for denial of benefits and/or disciplinary action. At any time, an Instructional Employee is absent, said employee is required to properly submit a leave form in AESOP justifying the use of such leave. If medical attention is required, the Instructional Employee's statement shall list the name and address of the attending physician, the dates when he/she was consulted, and the estimated length of time the Instructional Employee will be absent.

The Board may require an Instructional Employee to produce written certification from a health care provider attesting to the medical necessity of the employee missing three (3) or more consecutive work days, due to the use of sick leave. Failure to produce requested certification may result in the Board denying the sick leave day and may result in employee discipline as set forth in the False Claim section below.

D. False Claim

When the Superintendent/designee determines potential abuse of sick leave may exist, a meeting will be arranged with the Instructional 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 Instructional Employee an opportunity to explain, rebut, or refute the alleged 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 salary and benefits for the unauthorized day(s), or contract termination if falsification of sick leave is confirmed.

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

- Before or after holidays or other breaks in the school calendar
- Before or after weekends or regular days off
- During multiple in-service days
- 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.

E. Transfer of Sick Leave Credits

An Instructional 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 Instructional Employees, 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 Instructional Employees 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.

G. Adoption Leave

A teacher may use his/her accumulated sick leave, up to six (6) weeks, for the adoption of a child.

8.02 Personal Leave

A. Compensation for Personal Leave

All Instructional Employees shall be eligible to receive up to three (3) days of personal leave each school year. Such personal leave will be compensated at the Instructional 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.

B. Disposition of Unused Personal Leave

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

1. Payment for Unused Sick 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	$450.00
1 Day Used	$300.00
2 Days Used	$150.00

2. Conversion of Unused Personal Leave

At the end of each contractual work year, any unused personal leave days (both full and partial days) 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 Instructional 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 (1/2) or whole day increments for one of the following reasons:

1. Doctor, dental, or business appointments which can only be scheduled during working hours.

2. Required court appearances as a litigant or witness (not covered under "Jury and Witness Duty Leave," Article 8.08).

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 Instructional Employee.

7. Other necessary reasons.

E. Notification for Personal Leave

Except in a case of an emergency which prevents the Instructional Employee from securing advance approval, Instructional 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 Principal.

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 the personal leave benefits may constitute just cause for disciplinary action.

8.03 Unpaid Maternity/Parental Leave

A. Leave Rights

Maternity/Parental leave without pay shall be granted for up to twelve (12) consecutive months to an Instructional 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 Instructional Employee shall submit an "Application for Unpaid Leave of Absence" form (located in Addendum F) 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 on the expected date of custody. The statement from the physician or adoptive agency must also indicate when the Instructional 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 Instructional Employee is medically unable to perform adequately as a result of a pregnancy, the Superintendent or his/her designee may request the Instructional Employee to submit certification from the attending physician attesting to her ability to perform the duties of her position.

C. Return to Active Service

1. An Instructional 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 parental/maternity leave shall coincide with the first day of the school calendar or the first day of the second semester unless the Instructional Employee and the Superintendent or his/her designee mutually agree in writing to a different date.

4. If the Instructional Employee returns to active service within or at the immediate conclusion of up to a one-year leave of absence, the returning Instructional Employee shall be assigned to the position he/she held prior to commencement of the leave. If the employee is on leave beyond the one-year leave of absence, he/she will be assigned to the same or similar position held prior to the commencement of leave. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.

5. If the Instructional Employee desires to return to active service prior to the stated date on the application for leave, the Instructional 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 Instructional Employee would be able to return. Such Instructional Employee may be returned to active service upon the mutual agreement of the Instructional Employee and the Superintendent or his/her designee.

D. Contract Rights

1. The term of the Instructional Employee's contract shall not be extended by maternity/parental leave, but in the event that an Instructional 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 Instructional Employees.

2. The Board recognizes that the granting of unpaid maternity/parental leave does not preclude a pregnant Instructional 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 Instructional Employee on leave may exercise the option of maintaining group insurance coverages, at the Instructional Employee's expense, during such leaves and if allowable by the insurers under the provisions of Article VII.

4. Upon return from leave, the Instructional Employee may purchase STRS credit under the time restrictions and other rules and regulations of STRS.

8.04 Unpaid Sabbatical Leave

A. Sabbatical leave may be granted to an Instructional Employee who has served in the District at least two (2) years. Any request for sabbatical leave (form located in Addendum F) 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 Instructional Employee staff at any one time.

2. Sabbatical leave shall not be granted to any Instructional 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 Instructional Employee staff have filed such a request.

5. The Instructional Employee shall present to the Superintendent or his/her designee a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.

6. The Instructional Employee shall be required to return to the District at the expiration of sabbatical leave for a period of at least one year unless the Instructional Employee has completed twenty-five (25) years of teaching in Ohio. Such return-to-work requirement may be waived by the Superintendent or his/her designee.

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 Instructional Employee and the Superintendent or his/her designee mutually agree in writing to a different date.

E. If the Instructional Employee returns to active service within or at the immediate conclusion of up to a one-year leave of absence, the returning Instructional Employee shall be assigned to the position he/she held prior to commencement of the leave. If the employee is on leave beyond the one-year leave of absence, he/she will be assigned to the same or similar position held prior to the commencement of leave. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.

F. The Instructional Employee on leave may exercise the option of maintaining group insurance coverages, at the Instructional Employee's expense, during such leaves and if allowable by the insurers under the provisions of Article VII - Insurance.

G. Upon return from leave, the Instructional Employee may purchase STRS credit under the time restrictions and other rules and regulations of STRS.

8.05 Unpaid Leave of Absence for Health Reasons

A. Upon written request of an Instructional Employee (form located in Addendum F), 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, such leave may be renewed by the Board.

C. Without request, the Board may grant similar leave of absence and renewals thereof to an Instructional Employee because of illness or other disability, but such Instructional 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 Instructional Employee returns to active service within or at the immediate conclusion of up to a one-year leave of absence, the returning Instructional Employee shall be assigned to the same teaching position he/she held prior to commencement of the leave.

If the employee is on leave beyond the one-year leave of absence, he/she will be assigned to the same or similar position held prior to the commencement of leave. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.

E. An Instructional Employee, prior to returning from a health leave of absence, must furnish a physician's certificate stating that the Instructional Employee is able to perform the duties of his/her position.

8.06 Other Unpaid Leaves of Absence

A. In addition to other unpaid leaves of absence in Article VIII - Leaves of Absence, an unpaid leave of absence may be granted to an Instructional 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 year that an Instructional Employee is granted away from the District. All leaves are subject to the approval of the Superintendent or his/her designee and the Board of Education.

C. To be eligible for a long-term unpaid leave of absence not otherwise set forth in this Agreement, an Instructional Employee must have completed two (2) full years in the District. The Instructional Employee must request the leave (form located in Addendum F) 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 Instructional Employee returning from leave of absence shall not be entitled to advancement on the salary schedule for the period of absence unless provisions contained in Article 6.04 A, B, C. 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 Instructional Employee and the Superintendent or his/her designee.

G. Upon return from leave, the Instructional Employee may purchase STRS credit under the time restrictions and other rules and regulations of STRS.

H. If the Instructional Employee returns to active service within or at the immediate conclusion of up to a one-year leave of absence, the returning Instructional Employee shall be assigned to the position he/she held prior to commencement of the leave. If the employee is on leave beyond the one-year leave of absence, he/she will be assigned to the same or similar position held prior to the commencement of leave. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.

I. 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.

8.07 Assault Leave

A. An Instructional Employee who is absent from work as a result of a physical assault while in the course of his/her employment and which renders the Instructional 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 forty-five (45) work days.

C. If the Instructional Employee receives, through the courts or other legal processes, damages as a settlement for lost earnings, said Instructional 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 F.

8.08 Jury and Witness Duty Leave

A. Instructional Employees 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 E of this Section are met.

B. The Instructional 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 E of this Section 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 Instructional Employee receiving a summons or subpoena 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.

8.09 Donation of Sick Leave for Life-Threating and/or Serious Illness or Injury

The sick leave donation program is open to members of FEA, FCEA, DPSU (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, sever 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 one hundred (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.

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 form 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.

8.10 Unpaid Political Leave

An Instructional 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 Instructional Employee for a time not to exceed four (4) years.

8.11 Family and Medical Leave

A. FMLA Eligibility

To be eligible for FMLA leave, an Instructional Employee must have one year of service with the Board and must also have actually worked a total of 1,250 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 Instructional 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:

   a. The birth of the Instructional Employee's son or daughter, and to care for the newborn child;

   b. The placement with the Instructional Employee of a son or daughter for adoption or foster care, and to care for the newly placed child;

   c. To care for the Instruction Employee's spouse, son, daughter, or parent with a serious health condition; and

   d. Because of a serious health condition that makes the Instructional 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 is in addition to any leaves mentioned in this Agreement. FMLA may be taken separately, or concurrently with other unpaid leaves in this Agreement.

3. FMLA leave taken for reason (a) or (b) in Section 1 above must be concluded within one year of the birth or placement. The Instructional 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 (c) or (d) in Section 1 above may be taken intermittently, when medically necessary. The Instructional Employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.

C. Protection of Employment and Insurance.

1. The Board shall return, if possible, the Instructional 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 Instructional Employee will be assigned to a similar position. An Instructional 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 Instructional Employee while they are on FMLA leave. The premium portion of the insurance is payable by the Instructional 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. Medical Certification

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

ARTICLE IX – INDIVIDUAL RIGHTS

9.01 Regular Teaching Contracts

A. All Instructional Employees employed by the Board shall be issued written regular contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

1. Name of Instructional Employee.

2. Name of the School District and Board of Education employing said Instructional Employee.

3. Type of contract, limited or continuing.

4. Annual compensation to be paid for the first year of the contract.

5. Basis of determining compensation (i.e., classroom Instructional Employee - B.A. degree - 5 years of experience).

6. Number of paydays.

7. The number of days of service. A school calendar shall be provided.

8. Provision for signature and date of signature of the Instructional Employee being contracted.

B. Issued with regular contracts will be notice of assignment (building, general subject, grade level). In the event of changes or shifts in enrollment or staffing needs, the Board will re-assign said Instructional Employee within their certification area. Instructional Employees affected by a change will be notified as soon as possible.

C. Combination Classes

The Board shall continue its efforts to limit split classes assigned to regular, full-time elementary grade level Instructional Employees.

9.02 Notice of Professional Certificate Application

An Instructional Employee who applies for a five (5) year license, or a professional, permanent or life certificate will give written notice to the Administrative Assistant/Personnel on or before September 15 of the school year in which the teacher intends to file the application. Failure to provide timely notice will result in the teacher being deemed to have received the five (5) year license or professional, permanent, or life certificate, in the school year following receipt of such certificate for purposes of continuing contracts.

9.03 Limited Contract Sequence

The sequence of contracts for Instructional Employees who are not eligible for continuing contract status will be three (3) successive one-year contracts, followed by successive three-year contracts. However, a teacher with a resident educator license will remain on a one-year limited contract sequence until he/she receives a five (5) year license.

9.04 Supplemental Contracts

A. All Instructional Employees assigned additional responsibilities, and granted additional compensation for such responsibilities, shall be given a written supplemental contract that is in addition to their regular contract, in keeping with the Ohio Revised Code. Such supplemental contract shall include the following:

1. Name of said Instructional Employee.

2. Name of the School District and Board of Education for which the responsibilities shall be performed.

3. Number of years' contract is to be in force.

4. Statement of additional responsibility(ies) and compensation to be provided for each.

5. Dates within which compensation is being provided for said responsibility.

6. Total compensation supplemental.

7. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract, followed by the signature of the Board President and Treasurer of the Board.

8. Provision for signature and date of signing of the Instructional Employee.

B. When a supplemental contract position is to be filled, such vacancy, if it occurs during the school year, shall be posted prior to the position being filled. In filling supplemental contract positions, preferential consideration shall be given in the following manner and order.

1. Qualified certified Instructional Employee in the District.

2. Qualified certified individuals not employed in the District.

3. Qualified non-certified individuals.

C. Each year, all varsity head coaches, including Cheerleader Advisors, Trainers and Strength Coaches will be evaluated by the Athletic Director. All other coaches may be evaluated at the discretion of the Athletic Director. Other supplemental areas may also be evaluated. Nothing in this Section affects the right of the Board to renew or non-renew supplemental contracts.

9.05 Summer School Contracts

A. Summer school contracts will be issued by June 1 for those teaching positions which the advance student registration indicates will be required. Any contract shall be considered void if there is an insufficient number of students to warrant a class or if funds for such a class are unavailable. Applications will be invited from any interested regular Fairborn City School District Instructional Employee.

B. Those Instructional Employees who apply will be considered for employment using the following criteria:

1. First consideration will be given to Instructional Employees with the greater number of years' experience in the summer school program.

2. Instructional Employees who have the same number of years' experience in the summer school program will be considered on the basis of the number of years' experience teaching the subject during the regular school year in the Fairborn system.

9.06 Continuing Contracts

To be eligible for a continuing contract, an Instructional Employee must hold a professional, permanent, or life certificate or a professional educator license. If an Instructional Employee did not hold a master's degree when initially receiving a teacher's certificate or educator license s/he must complete thirty (30) semester hours of coursework or completion of a master's degree since the initial certificate or license was issued. The coursework must be in the area of licensure, or an area related to the teaching field. However, if an Instructional Employee did hold a master's degree when initially receiving a teacher's certificate or license s/he must complete six (6) semester hours of graduate coursework in the area of licensure, or an area related to the teaching field since the initial certificate or license was issued. The coursework requirements do not apply to Instructional Employees holding permanent or unexpired professional certificates.

To be eligible for a continuing contract, an Instructional Employee must have taught within the District for at least three (3) out of the last five (5) years. However, a teacher who held a continuing contract in another Ohio school district may apply for a continuing contract during their second year of employment with the District.

A teacher who is in good standing may apply for a continuing contract by submitting a written request to the Superintendent, and if recommended, may be granted a continuing contract. Upon request, the Superintendent shall notify the Principal who will have the applying teacher evaluated

as set forth in Article XII and the Fairborn Teacher Evaluation Resource Manual. The continuing contract consideration must be requested no later than September 15 of the school year if the teacher wishes to apply for a continuing contract. A teacher may withdraw his/her request for a continuing contract status no later than January 15. A teacher, who is not recommended by the Superintendent and not approved by the Board for a continuing contract, must be notified on or before April 30.

However, if in the opinion of the Superintendent, additional experience is needed to improve teaching techniques, then said teacher may at the discretion of the Superintendent be eligible for an extended limited contract not to exceed two (2) years with reasons directed at the professional improvement of the teacher. At the expiration of the Instructional Employee's extended limited contract, she/he may reapply for a continuing contract in the future following the timelines and procedures within Article 9.06. Additional extended limited contracts may be granted at the discretion of the Superintendent. Written notification of the Superintendent's recommendation as well as the Board's action in issuing an additional contract will be received by the teacher on or before April 30 of the year of contract expiration.

Teachers on a multiple year contract who apply for a continuing contract and are unsuccessful may complete the remaining year(s) of that contract and are eligible for an extended limited contract and may thereafter reapply for a continuing contract.

Continuing contracts will be granted only once each year, prior to April 30.

9.07 Complaints Against Instructional Employees

Any complaint arising from an Instructional Employee's performance as an employee of the Board by any parent or other person not employed by the Board shall be resolved in the following procedure:

An attempt to resolve the complaint informally shall be made by referring the complaint to the Instructional Employee involved. If the complaint is not resolved informally, the following procedure shall be followed.

A. If requested by the complainant or the Instructional Employee a meeting involving the Instructional Employee, Principal, and complainant, will be arranged at a mutually convenient time to discuss the complaint.

B. If the complaint is unresolved in a mutually satisfactory manner, it will be appealed to the Superintendent or his/her representative.

C. If it is still unresolved in a mutually satisfactory manner, the complaint may be appealed to the Board of Education. If a hearing is granted, it will be held in executive session. The Board's decision shall be final.

D. In each of the above steps, an Instructional Employee may request and be accompanied by an Association representative of his/her choice. Conferences regarding such complaints shall be in private.

9.08 Non-Renewal and Termination of Contracts

A. An Instructional Employee whose limited contract is to be recommended for non-renewal shall be given at least two (2) weeks' written notice prior to the Superintendent's recommendation appearing on the Board Agenda. Any employee receiving such notice shall be given, during the two (2) week period, the opportunity to meet with the Superintendent or his/her designee to discuss the recommendation. Such employee may be represented at said meeting by an Association Representative.

B. Notice of non-renewal shall be given to the Instructional Employee on or before June 1st of any school year in the year in which the contract is to expire. Any failure by the Board to take action on an expiring contract of an Instructional Employee shall result in a successor contract for the following year, in accordance with the applicable provisions of the Ohio Revised Code.

C. The continuing contract of an Instructional Employee or the limited contract of an Instructional Employee during its term may be terminated by the Board for good and just cause. Any Instructional Employee whose contract is to be recommended for termination shall be given not less than two (2) weeks written notice prior to the recommendation appearing on the Board Agenda. Any Instructional Employee receiving such notice shall be given, during the two (2) week period, the opportunity to meet with the Superintendent or his/her designee to discuss the recommendation. Such employee may be represented at said meeting by an Association Representative. The procedures the Board must follow in terminating a contract of an Instructional Employee are outlined in the Ohio Revised Code §3319.16 and 3319.161.

9.09 Personnel Record File

A. A personnel file of each Instructional Employee shall be maintained in a secure file in the office of the Board of Education. This shall be considered a confidential file, and the only official file of recorded information of Instructional Employees maintained by the Board and administration.

B. Members of the Board, administrative personnel, authorized representatives of the Instructional Employees and the individual concerned shall have access to the personnel file of Instructional Employees. Any inspection of said file shall be at a mutually agreeable time between the individual concerned, his/her authorized representative(s), and in the presence of the responsible administrator(s), or his/her designee. Prior to the inspection of an Instructional Employee's personnel file by an authorized representative or any person other than members of the Board and administrative personnel, the Board will notify the Instructional Employee that the inspection has been requested, and when it will take place.

C. If an Instructional Employee believes that certain material in the file is irrelevant, inappropriate, false, or otherwise invalid, under Ohio's Privacy Act, such material may be challenged. If the Instructional Employee feels any material in the file is not relevant, inappropriate, false, or otherwise invalid but is derogatory to his/her conduct, service, or character, he/she shall have a right to submit a written rebuttal to such material. The rebuttal shall be attached to the official file copy.

D. Anonymous letters or materials shall not be placed in the Instructional Employee's file, nor shall they be made a matter of record.

E. If any non-District personnel requests to review an Instructional Employee's personnel file, only those materials covered by Ohio's Public Records Act will be disclosed.

9.10 Vacancies, Transfers, and Re-Assignments

A. Vacancies

1. A vacancy shall be defined as an available permanent teaching position that the Board has determined to fill, created by a resignation, transfer, promotion, or a newly created position that has been authorized for filling.

2. During the calendar year, vacancies will be posted in each building, on the District website, and on the consortium. Such written notice shall include the qualifications for the position.

3. During the summer months, written notice will be emailed to the Association President or his/her designee for any certified vacancies. In addition, vacancies will be posted on the District website and on the consortium.

4. Vacancies that occur prior to the end of the school year may be filled on a temporary basis until the end of the school year, at which time the position will be considered vacant.

B. Transfer Definition

1. A transfer is the changing of an Instructional Employee's placement to another building or department.

2. An Instructional Employee-initiated transfer is one that an Instructional Employee requests for change to another building or department.

3. An administrative transfer is a Superintendent-initiated change to another building or department.

4. A re-assignment is a change of subject or grade level taught without a change in building.

C. Instructional Employee-Initiated Transfer or Re-assignment

1. Instructional Employees wanting to transfer or to be re-assigned shall submit an application by March 1, for the succeeding school year, to the Superintendent or his/her designee and to the President of the Association. Such application shall set forth the reason(s) for requesting transfer, the position sought, and the applicant's qualifications.

2. All applications will be acknowledged in writing to the Instructional Employee by the Superintendent or his/her designee and be kept in active file for a twelve (12) month period.

3. Transfer and re-assignment requests on file will be considered for second semester transfer.

4. Instructional Employees will be given first consideration when transfers or re-assignments become available.

5. Upon written request by the Instructional Employee, the application will be revoked, amended, or extended for an additional twelve (12) months.

D. Administrative Transfers or Re-Assignments

1. An Instructional Employee receiving an administrative transfer or re-assignment shall be informed in writing of such impending transfer.

2. An Instructional Employee notified of an administrative transfer or re-assignment shall be granted a conference with the Superintendent or his/her designee, if requested. At such conference, the Instructional Employee shall have the reason(s) for the administrative transfer or re-assignment delineated. Such conference shall be on a mutually set date.

3. Should transfers or re-assignments become necessary, qualified volunteers will be sought first and if there are none, the Superintendent or his/her designee will make the necessary selection. Such selection will not be arbitrary or capricious.

4. Reassignments within the Instructional Employee's building, grade level, or department will be made by the Building Principal with consideration given to continuing contract Instructional Employees.

E. Administrative/Supervisory Transfers

Any Instructional Employee contracted to a supervisory or administrative position in the District, and later returned to a teaching position in the District, shall retain such rights as he/she may have had under this Agreement prior to such transfer.

9.11 Student Discipline

In addition to Instructional Employees having the right to parent conferences, parent phone calls, and conferences with the Principal to affect discipline, Instructional Employees shall have the right to utilize "Instructional Employee Detentions" for non-academic, disciplinary problems. Such Instructional Employee detentions shall be for thirty (30) minutes and not be used until the Instructional Employee gives at least 24-hour prior notice to the student's parent(s).

When the Instructional Employee elects to send a student to the administrative office, the referral form in Addendum F will be used, unless the Principal and Instructional Employees of an individual building agree to use another form. If the Instructional Employee submits the form, the Principal will complete and return it to the Instructional Employee.

The disciplinary tools set forth herein shall not be interpreted to restrict the use of other disciplinary actions that may otherwise be permitted by state law or Board policy. All District staff will follow the guidelines as set forth in the Student Code of Conduct. Suggestions or recommendations from the administration or staff on the building guidelines will be directed to and discussed by the building discipline committee.

9.12 Parental Requests

Parental request form, Addendum F, if utilized, will be honored during the first full week of May. No parental requests will be honored after the first full week of May unless the request is from a new enrollment to the District. Tentative class lists will be given to teachers prior to the end of the school year with students placed from a parental request designated unless it is mutually agreed to delay that requirement. Class lists will be available to teachers prior to the start of school with students placed from a parental request designated. An academic or special needs reason will be given for the request on the approved form in Addendum F. A specific teacher's name should not be used for the request. No more than twenty-five percent (25%) of any class will be filled by requests.

9.13 Chronic Communicable Diseases

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

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

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

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

9.14 Student Testing

The District will not release to the public an Instructional Employee's name or classroom number in regard to test scores, the results of any test averages, or placements unless the state mandates the District to do so.
Test results may be used with individual Instructional Employees and their Principals to discuss areas of needed improvement and for in-service. During in-service, no individual Instructional Employees' names shall be referenced.

Any Instructional Employee assigned to monitor or proctor a level of the state mandated test or off-grade test will be given a written explanation of the rules governing the administration of the test and the possible consequences, including loss of employment, that may result from non-compliance.

9.15 Record Check

In the event an applicant for a position of employment with the Board is deemed otherwise qualified for the position, and the Board is prepared to hire said applicant, it is understood and agreed that said applicant is hired contingent on an acceptable report from the Ohio Bureau of Criminal Identification and Investigation, and from the Federal Bureau of Investigation, if a Federal Bureau of Investigation criminal records check is required. It is further understood that said criminal records check may not be available to the Board before the applicant is scheduled to be hired and to begin employment; and in such event, if after the applicant is hired and begins employment, such records checks are not satisfactory to the Board, the Instructional Employee in question may be terminated by the Board forthwith, without further recourse.

9.16 Right to Representation

At any time during the implementation of any aspect of this Agreement or in any situation which may lead to the implementation of any aspect of this Agreement, an Instructional Employee, upon request, will have the right to Association representation.

9.17 Instructional Employee's Child Attendance

The Board of Education shall allow bargaining unit members who live out of the District to enroll their children in Fairborn City School District without tuition.

ARTICLE X – WORK YEAR AND WORK DAY

10.01 Instructional Employee Year/Day

A. Work Year

The contract year for Instructional Employees shall consist of one hundred eighty-three (183) workdays.

1. One hundred eighty (180) days of instruction plus two (2) days shall be used for opening and closing days for Instructional Employees. Opening day shall consist of one-half (½) day for Instructional Employee meetings and one-half (½) day of classroom preparation. Instructional Employees will be provided one full day for closing day procedures and District recognition ceremonies.

2. Two (2) record-keeping days shall be used to prepare the students' grades so that they may be turned in by the Instructional Employees. The dates are to be determined by the District Leadership Team.

3. There shall be up to three (3) waiver days to be included within the one hundred eighty-three (183) workdays for the purpose of professional development. The agenda will be developed with input from the Building Leadership Team and the District Leadership Team, subject to the approval of the Superintendent.

4. The Board will annually put on the calendar and provide the teacher in grades Pre-K–5 with eight (8) total uninterrupted forty-five (45) minute early dismissal days to begin before the scheduled dismissal time for students for the purpose of record keeping and classroom preparation.

5. The Board will annually put on the school calendar and provide the teachers in grades 6-12 with eight (8) total uninterrupted forty (40) minute early dismissal days to begin before the scheduled dismissal time for students for the purposes of record keeping and classroom preparation.

6. The eight (8) days in 4 and 5 above will be scheduled as follows: Three (3) of the eight (8) days will be at the end of each of the first three (3) quarters on the first day of the new quarter. Three (3) additional dates are to be placed on the first day of attendance in the week of interims for the first three (3) quarters. One (1) day shall be 40-45 minutes, scheduled mid-term in the 4th quarter. The final early dismissal will be scheduled on the last day of school for students.

B. Work Day

The length of the working day for Instructional Employees shall consist of no more than seven and one-half (7½) consecutive hours, inclusive of a thirty (30) minute duty-free lunch period.

The instructional day for elementary pupils in Grades 1–5 shall consist of a minimum of six (6) hours, including lunch.

C. Emergencies

Emergencies preventing the Instructional Employee from arriving at work on time should be reported to the building administrator. Requests to leave work early must have the advance approval of the building administrator.

D. Elementary Day

1. Each elementary teacher will have not less than three hundred (300) minutes of planning time in each normal five (5) day work week, including forty-five (45) consecutive, uninterrupted minutes per day.

2. It is recognized that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Supervision duties at lunch and/or recess will be minimized.

3. Any other meetings during this time period will be voluntary. Waiver days will not be considered to be required meetings for purposes of this section.

4. Reasonable efforts will be made to hold IEP/IAT meetings at times other than during the forty-five (45) minutes planning time prior to the student day. Required attendance at IEP meetings will be determined by the Building Principal. Instructional Employees may choose to attend non-required meetings during any non-instructional time.

E. Faculty and Department Meetings

1. Instructional Employees are expected to attend faculty meetings and/or departmental meetings unless officially excused by the Building Principal or Department Coordinator. Meetings may be held before or after school and shall be scheduled only when necessary. It is recognized that the volunteering of time to attend Open House meetings is accepted as a professional responsibility commitment with the teaching profession.

2. Faculty meetings will be no longer than forty-five (45) minutes in length. There will be no more than fourteen (14) administratively required faculty meetings per year.

3. Minutes will be taken and distributed to the Instructional Employees in the building.

F. High School Day

The parties hereto agree that there will be an eight (8) period high school day.

10.02 Parent/Instructional Employee Conferences

A. All Instructional Employees will be available for Parent/Instructional Employee Conferences when such requests are initiated by a parent. Such conferences shall be scheduled at a time mutually determined by the parent, Instructional Employee, and Principal, if the Principal is requested to be present.

10.03 Calendar Committee

A. A joint committee, consisting of three (3) Board representatives and eight (8) Association Representatives, consisting of two (2) representatives from the Primary building, two (2) from the Intermediate building, two (2) from the middle school, and two (2) from the high school, shall be appointed by the respective parties for the purpose of developing recommendations for a school calendar. This Committee will meet at a mutually agreed upon time and place, no later than January 31.

Committee recommendations will be forwarded to the Superintendent and the Association President by March 1.

B. The Calendar Committee will share information discussed with all members in a uniform process determined by the Committee. Any vote that takes place will be done in a District-wide uniform process. Votes will take place no sooner than five (5) school days after the notification of any calendar changes/options.

C. Any necessity for a revised calendar, after the regular school calendar has been adopted, will if time permits, be forwarded to the Joint Calendar Committee for their opinion prior to being considered for adoption by the Board of Education.

D. In the event the school(s) in which the Instructional Employees are employed are closed due to disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the school's operation, damage to the school building, or other circumstances that render a school building unfit for school use, affected Instructional Employees may be required to make up lost days, if the number of calamity days exceed five (5) days, without reimbursement, as deemed reasonable and appropriate, in the exclusive discretion of the Board.

10.04 Professional Dress/Staff

The Board is required to meet and have a conference with any Instructional Employee that is inappropriately dressed as a professional before initiating any disciplinary action against an Instructional Employee. The just cause procedure is to be followed.

ARTICLE XI – WORKING CONDITIONS

11.01 Class Size

A. Elementary

1. Every reasonable effort shall be made to keep class size at twenty-five (25) pupils or fewer per class in grades K-5.

2. Where a regular class load exceeds twenty-five (25) students, efforts will be made to balance the student load among the various applicable staff members.

3. Specialized classes, such as vocal and instrumental music and summer physical education, may by the nature of the program exceed this limit.

4. Re-assignment of students and/or Instructional Employees necessitated by classes over the above limits shall be completed within the first four (4) weeks of the beginning of each quarter.

5. It is understood that an Instructional Employee may, at his or her sole option, accept a class in excess of the above limits.

6. In the event that the number of students exceeds the above limits, except for the specialized classes in #3 above, the Instructional Employee will receive $100.00 per student for every quarter that the student is in attendance four (4) of the nine (9) weeks. Such payment shall be made at the first pay after the end of the quarter.

7. After reasonable effort is made to keep class size at the limits outlined in this Section, the Board or its representative will ask for willing and interested Instructional Employees to accept a class in excess of these limits.

B. Middle School

1. Every effort will be made to limit class loads at the Middle School (grades 6 through 8) to thirty (30) students or fewer per class.

2. Where a regular class load exceeds thirty (30) students, efforts will be made to balance the student load among the various applicable staff members.

3. Specialized classes, such as vocal and instrumental music and summer physical education, may by the nature of the program exceed this limit.

3. Re-assignment of students and/or Instructional Employees necessitated by classes over the above limits shall be completed within the first four (4) weeks of the beginning of each quarter.

4. It is understood that an Instructional Employee may, at his or her sole option, accept a class in excess of the above limits.

5. In the event that the number of students exceeds the above limits, except for the specialized classes in #3 above, the Instructional Employee will receive $100.00 per student for every quarter that the student is in attendance four (4) of the nine (9) weeks. Such payment shall be made at the first pay after the end of the quarter.

6. After reasonable effort is made to keep class size at the limits outlined in this section, the Board or its representative will ask for willing and interested Instructional Employees to accept a class in excess of these limits.

C. High School

1. Every effort will be made to limit total class loads at the High School to one hundred eighty (180) students per semester, per teacher or thirty (30) or fewer per class, per teacher.

2. Where a regular total class load exceeds one hundred eighty (180) students, or thirty (30) per class, efforts will be made to balance the student load among the various applicable staff members.

3. As used herein "regular classes" are to be distinguished from "specialized classes." Specialized classes, such as vocal and instrumental music and summer physical education, may by the nature of the program exceed this limit.

4. Additionally, efforts shall be made to keep preparations to no more than three (3) per staff members, per quarter and to limit study halls to sixty (60) students per adult.

5. In the event that the number of students exceeds the above limits, except for the specialized classes in #3, the Instructional Employee will receive $100.00 per student for every quarter that the student is in attendance for four (4) of the nine (9) weeks. Such payment shall be made at the first pay after the end of the quarter.

D. Student Distribution

Reasonable efforts shall be made at the beginning of the school year or semester to provide for an equitable distribution of regular education students on any grade level or specialized area in the elementary schools and by subject and level in the secondary schools with respect to class size, discipline history, and ability levels. While reasonable efforts should be made to maintain distribution levels as much as possible throughout the year, it is understood that mobility factors, the timely accessibility of student information,

and the individual needs of each student will impact distribution equity. At least once per semester, the Building Principal shall meet with the building's Association Representative(s) and the School Counselor to review student distribution. At least one of these meetings shall occur prior to student scheduling, where tentative plans are reviewed, and teacher input shall be solicited to attempt a balance of the student population. The Building Principal shall have the authority to implement the foregoing provisions. In doing so, the Building Principal will consider input that may be given by affected classroom teachers.

11.02 Teaching Environment Concern Procedure

A. An Instructional Employee may bring to the attention of his/her Building Principal, in writing, the existence, in his/her opinion, of any unsafe or abnormal conditions in the building which adversely affect the teaching environment. After receiving notice of said condition, the Building Principal shall investigate the matter and act prudently in response to the concerns. The Building Principal will give a copy of the work order to the Instructional Employee within five (5) working days as to how the alleged problem has or will be addressed.

B. The Administration will act in a prudent manner in temperature-related emergencies with input from the Instructional Employees involved.

11.03 Facilities

Prior to developing plans for new buildings or for major renovation of existing buildings, the Board will seek input from Instructional Employees in affected buildings and Association Representatives.

11.04 Resident Educator/Mentor Program

A. The mentoring program is a way of providing quality on-the job assistance for teachers in the Resident Educator Program. The goal of this program is to provide teachers holding a Resident Educator License with assistance and suggestions in the required Resident Educator Program framework by ODE.

B. The requirements for the position of mentor teacher include:

1. Mentors shall have at least five (5) years of successful instructional experience, three (3) of which must be in the District.

2. The mentor will have completed Instructional Mentoring, the Resident Educator Mentor training year one or any other training(s) for the Resident Educator Program, prior to the first observation of the Resident Educator or as mandated by ODE.

3. Mentors will participate in the District approved Resident Educator Program. The District will assume responsibility for the program.

C. Mentors will be selected from teachers with the following criteria in this order:

1. Teacher has obtained an evaluation rating of Skilled or above as defined in the teacher evaluation policy.

2. Has submitted a letter of interest to the Building Principal and Director of Certified Personnel via e-mail by June 30.

3. Has the required ODE Resident Educator Mentor training.

4. Is willing to get the required ODE Resident Educator Mentor training.

5. Has building proximity if appropriate.

Submitting a letter of interest to mentor in the program does not guarantee a mentor contract. No teacher will be required to serve as a mentor. The selection of the mentors will be done by the Resident Educator Coordinator and the Building Principal or the Resident Educator Coordinator and the Superintendent (or designee).

D. Mentors will be assigned to the Resident Educator as soon as possible. The following criteria will be used to match the mentor and Resident Educator in the following ranking order.

1. Match grade level/subject area in given building of need.

2. Match subject matter teacher, such as fine arts and PE, from another building if there is no match or candidate in the building.

3. Match teacher out of the subject area or grade level in the same building if appropriate. Room proximity is a consideration.

4. If there is not a successful candidate (from the above criteria), the Resident Educator Coordinator and Principal or Resident Educator Coordinator and Superintendent (or designee), may secure a teacher from the District that had not submitted an initial letter of interest that meets one or more of the criteria referenced above in Section C.

Every reasonable attempt will be made to make the assignment of the entry-year teachers and mentors as fair and equitable as possible.

E. The District will pay the mentor a yearly stipend of $1,000.00 for each Resident Educator mentored. It is suggested that a mentor be assigned to no more than one Resident.

Mentors are used for Resident Educator teachers for the 1st and 2nd year of the Resident Educator program. A mentor may be used for a 3rd year Resident Educator if the Resident Educator is not eligible to take RESA in the 3rd year. In the third year of the Resident Educator program, a Facilitator may be assigned a maximum of four (4) teachers in the Resident Educator program. The District will pay the Facilitator a yearly stipend of $500.00 for each Resident Educator facilitated.

F. Should the mentor resign or be otherwise replaced, the mentor will be paid only for the full semester completed. The District will be able to select an appropriate replacement from the list of applicants meeting the original date of submission and criteria. If there is not an applicant meeting the needed criteria, then item D4 will be followed.

G. Participation in the Resident Educator program is compulsory for a Resident Educator who is new to the teaching profession and who holds a Resident Educator License or who meets the eligibility requirement as defined by ODE.

H. Mentors and Resident Educators may be granted up to three (3) days of release time to attend professional development as needed. Mentors will be provided three (3) one-half (½) days of release time and/or release periods during the school year for the purpose of completing classroom observations of each entry-year teacher.

I. The Association President will be provided the list of eligible mentors, in accordance with Article 11.04 C, via e-mail not more than one week after June 30.

11.05 Students with IEPs

A. The assignment of students with IEPs shall be made consistent with state and federal law.

B. Each regular classroom Instructional Employee will be provided information and, if necessary, additional opportunities for in-service in meeting the individual needs of IEP students.

11.06 Noon Duty Aids

The Board will attempt to maintain at least twelve (12) noon-duty aides employed by the District.

ARTICLE XII - EVALUATIONS

12.01 Evaluation Procedure

A. The Association and Board agree teacher evaluation procedures, including but not limited to the Ohio Teacher Evaluation System ("OTES") and all future changes to the Teacher Evaluation System recommended and/or required by the Ohio Department of Education ("ODE") or General Assembly will be reviewed yearly by the Evaluation Committee in accordance with O.R.C. §§3319.111 and 3319.112.

B. All HQSD pre- and post-assessments will be completed in each building by dates provided and approved the prior year by the Evaluation Committee. The Evaluation Committee will decide how many HQSD goals are written each year.

C. Combining Measures to Obtain a Holistic Rating

The teacher evaluation system calls for ongoing collaboration and honest conversation between teachers and their evaluators. The foundation of such a system is the transparent, two-way gathering and sharing of evidence that forms the teacher performance rating at the end of the year. Some teacher behaviors are observable in the classroom while other evidence may include formal conferences, informal conversations, and evidence of practice. The OTES model describes opportunities for the teacher and evaluator to discuss evidence, build a common understanding of the teacher's current practice, and identify areas for future growth.

D. Teachers shall be notified of the evaluation procedure and forms referenced in the Fairborn OTES Model Manual used in the Teacher Evaluation System by September 15 of each year. Teachers shall be notified of their evaluator by September 15 of each year and every attempt will be made to assign evaluators so that each teacher will not be evaluated by the same evaluator more than two (2) years in succession. Teachers who are assigned to two (2) or more buildings shall be informed by September 15 as to which evaluator will be evaluating him/her.

E. The evaluation procedures in the Teacher Evaluation System shall apply to Teachers as that term is defined in O.R.C. §3319.111. The Teacher Evaluation Committee shall meet to develop procedures and forms to evaluate members who are not considered teachers per O.R.C. §3319.111 (such as counselors, nurses, media specialist, SLPs, etc.).

F. Trained, credentialed District administrators will evaluate teacher performance through a holistic process based on Ohio Standards for the Teaching Profession.

Evaluation Cycle

A. A teacher achieving an evaluation rating of "Accomplished" at Fairborn City School District, and who is under a five (5) year or permanent license, will have a formal

B. evaluation using the OTES model every three (3) years, provided the teacher submits a self-directed professional growth plan that focuses on specific areas identified in the observation and evaluation and the evaluator determines the teacher is making progress on that plan.

C. A teacher achieving an evaluation rating of "Skilled" at Fairborn City School District, and who is under a five (5) year or permanent license, will have a formal evaluation under the OTES model every two (2) years, provided that the teacher submits a jointly-developed professional growth plan that focuses on specific areas identified in the observation and evaluation and the evaluator determines the teacher is making progress on that plan.

D. Teachers with an "Accomplished" rating shall choose their evaluator, as long as each evaluator has an equitable number of evaluations, in each rating category. Teachers with a "Skilled" rating shall give input into the selection of their evaluator.

E. In any year without a full formal evaluation, each teacher will have one observation on a mutually agreed upon date and one post-conference. The approved walkthrough form will be used to document the observation.

F. In any year with or without a full formal evaluation, each teacher will use the applicable student performance measures established by the Evaluation Committee.

G. A teacher may choose to be returned to a full evaluation cycle if the teacher has obtained a rating of "Skilled" and wishes to work toward the rating of "Accomplished." Notification must be given to the evaluator by September 15.

H. In the event that a teacher would need to be returned to a full evaluation cycle, the teacher will be informed by the evaluator of the issue(s) needing improvement in a conference. If satisfactory improvement was not made, the issue(s) would then be reduced to writing and discussed with the teacher. If improvement was still warranted, an improvement plan would be established in accordance with the Negotiated Agreement. When an improvement plan has been established, an administrator will then inform the teacher, in writing, that the teacher is being placed back into the full evaluation cycle.

I. All new teachers to the District will be evaluated using the formal OTES evaluation cycle as reference in the Negotiated Agreement.

J. A teacher who has applied for a continuing contract in accordance with the Negotiated Agreement will be placed in the full, formal evaluation cycle under the OTES model during the year the teacher has applied for continuing contract.

K. A teacher will be exempt from the Evaluation Process during a year when one of the following conditions is met:

1. The teacher submits a letter of retirement by December 1st. The evaluation process will cease upon receipt of the retirement notification.

2. The teacher is on leave for fifty percent (50%) or more of a school year will be in the full evaluation cycle for the following year.

Teacher Performance

A. Teacher performance will be assessed according to the OTES model.

B. Formal evaluations include two (2) observations of at least thirty (30) minutes each and two (2) classroom walkthroughs, one (1) each cycle. An instructional employee may request one (1) additional walk-through for an evaluation cycle, and such request shall be granted by administration. Evaluators can perform additional walkthroughs at any time, but the teacher must receive record of the walkthrough if it will be used as part of the evaluation process. All scripted documentation will be given to the teacher within twenty-four (24) hours of observation and/or walkthroughs unless mutually agreed on.

C. Each formal observation will also include a pre- and post-conference. The pre-conference and formal observation will be performed at a mutually agreed upon time with one observation cycle per semester. Should a formal observation need rescheduled, the new lesson and time shall be mutually agreed upon.

D. A third evaluation cycle is required for a teacher being considered for non-renewal or on an improvement plan where additional evidence collection is needed. Teachers will be notified by June 1st of a non-renewal recommendation.

E. Observations and walkthroughs shall not be scheduled and conducted during the first week of school, and the day before the breaks scheduled for Thanksgiving, winter, and spring, unless mutually agreed upon. Formal observations and walkthroughs, unless mutually agreed upon, will not occur on the same day. Observations and walkthroughs will be held during instructional time.

F. The post-conference in each evaluation cycle will be scheduled within five (5) working days after the observation, unless mutually agreed on. During this post-conference, the teacher will receive a copy of the completed rubric which will include all documentation from the observation. Before the start of the second cycle is initiated, and by May 1st at the end of the second cycle, the teacher will receive a completed rubric with the observation, all completed documented walkthroughs and submitted evidence.

G. The teacher may provide by May 1st, artifacts/evidence to demonstrate his/her methods in addressing any of the criteria on the rubric. If the evaluator finds that the evidence supports any area of the rubric, it shall be added to the rubric. The teacher may request a meeting with his/her evaluator in order to explain how the evidence fits on the rubric.

H. Any and all observations and walkthroughs of teacher work performance used as part of the teacher's evaluation process shall be documented and discussed with the teacher in a timely manner.

I. A walkthrough is an informal observation of fifteen (15) – twenty (20) minutes in length. Walkthroughs may be unannounced.

J. Teachers with a final summative rating of Accomplished, Skilled and Developing will create a professional growth plan, unless recommended for an improvement plan based on deficiencies in any individual component of the evaluation rubric. Teachers with a final summative rating of Ineffective will be placed on an improvement plan.

K. All observations and the final conference with the completed rubric will be completed by April 22. The final summative rating report with the final rubric will be given to the teacher by May 8.

L. The following omissions that occur in the Instructional Employee's final contract year will preclude the Board from non-renewing the employment contract of an Instructional Employee:

1. Failure of the evaluator to conduct at least the minimum, statutorily required number of formal observations, each of which shall be at least the minimum duration of time required by law.

2. Failure of the evaluator to conduct at least the minimum number of classroom walkthroughs specified in this Agreement.

3. Failure to hold a pre-conference and post-conference for each formal observation, including delivery of associated paperwork.

If an evaluator fails to comply with the above-referenced procedures, an Instructional Employee who may otherwise be recommended for non-renewal shall be entitled to automatic re-employment under a one-year limited contract. An evaluator's failure to comply with any other provision in this Article will not result in automatic re-employment of an Instructional Employee, unless:

1. The Instructional Employee promptly notifies the evaluator, via email or in writing, of the act or omission that constitutes non-compliance with this Article; and

2. The evaluator fails to timely address the act or omission that allegedly constitutes non-compliance with this Article.

Improvement Plan

A. Improvement plans will be developed collaboratively between the teacher and evaluator in response to Ineffective ratings on the OTES rubric. An improvement plan may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in any individual component of the evaluation system, as documented by evidence collected by the evaluator.

B. Improvement plans are to be focused on specific, measurable standards as outlined in the teacher performance evaluation rubric. It is recommended that there be no more than four (4) goals.

C. Improvement plans will identify in writing:

1. The specific area(s) for improvement to be addressed in relationship to the Ohio Standards of the Teaching Profession.

2. The desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies.

3. A plan for improvement that will be initiated immediately and includes resources and assistance available.

4. Additional education or professional development needed to improve in the identified area(s); and

5. Evidence of progress or lack of progress.

D. Timelines established in the improvement plans are to be followed or rescheduled at a mutually agreed upon time.

E. Revisions to an improvement plan will only be made in Section 3, Specific Plan of Action, and/or in Section 4, Assistance and Professional Development. The goals established for an improvement plan will remain intact for the duration of the plan but no longer than the end of the school year.

F. A reassessment of the educator's performance shall be completed in accordance with the written plan. Upon reassessment of the educator's performance, if improvement has been documented at the desired level of performance, as specified in the improvement plan, the regular evaluation cycle will resume. If the teacher's performance continues to remain at an Ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or notification of non-renewal.

Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Evaluation Process

The evaluation process and the formal documents used in the evaluation process are considered to be included as part of the Negotiated Agreement. Any changes to the evaluation process or

formal evaluation documents must be approved through the regular approval process used for any other changes in the Negotiated Agreement.

Employment Decisions

A. Evaluation results will be used by the Superintendent for employment decisions, including, but not limited to retention, promotion of teachers, renewal of teaching contracts, and the removal/non-renewal of poorly performing teachers.

B. Seniority shall not be the basis for a decision to retain a teacher, except when deciding between teachers who have "comparable" evaluations.

Timelines

Any timelines or deadlines stated in this Article may be extended by mutual agreement of the teacher and evaluator, and such timelines shall be extended by the number of workdays a teacher or evaluator is unavailable during the applicable time period due to absence or assignment to a work location other than their assigned school building.

ARTICLE XIII – SHARED STAFFING/INSTRUCTIONAL TUTORS

13.01 Shared Staffing

A. Job sharing between Instructional Employees employed by the Board may occur with permission from the Superintendent or his/her designee.

B. Each Instructional Employee doing job sharing will be responsible for a three (3) hour and thirty (30) minute session each school day. The Instructional Employees, in consultation with the Principal, will determine by mutual agreement which Instructional Employee will teach in the morning and which will teach in the afternoon.

C. Instructional Employees who job share will be jointly responsible for the following:

1. Attending open house, IEPs and conferences;

2. Completing IEPs;

3. Preparing the classroom;

4. Alternating or sharing field trip supervision;

5. Coordinating lessons and units;

6. Communicating daily classroom activities;

7. Sharing duties;

8. Attending staff/in-service meetings and activities.

D. All compensation, leave and benefits will not exceed the package provided to one full-time bargaining member.

E. Job sharing Instructional Employees will continue to accrue seniority pursuant to the provisions of the Agreement.

F. Job sharing Instructional Employees shall be considered for change in contract status, evaluation, and layoff on the same basis as full-time Instructional Employees.

G. Job sharing Instructional Employees will be given the option of return to full-time teaching positions at the end of each school year.

13.02 Instructional Tutors

Instructional Tutors will be considered a separate classification of Instructional Employees and will only gain seniority within this separate classification. Tutors who are subject to a reduction

in force may only be recalled to a tutor position. A tutor may apply for a regular Instructional Employee position and will be subject to the same hiring practices as any other external applicant. A tutor who is hired as a regular Instructional Employee will be granted credit for any years of service as a tutor on the FEA seniority list and advance on the salary schedule accordingly.

A. Tutors will be paid an hourly rate based on the Bachelor's column and years of service on a three (3) tier system.

0-2 years' experience: Step 1 Bachelor's hourly rate
3-5 years' experience: Step 2 Bachelor's hourly rate
6-6+ years' experience: Step 3 Bachelor's hourly rate

Years of experience applies to experience as an Instructional Tutor in Fairborn City School District only.

Step advancements are subject to collective bargaining regardless of experience.

B. Tutors who spend at least 50% of their time providing student instruction will be evaluated according to the terms of Article 12.01 (Evaluation Procedures) of this Collective Bargaining Agreement.

C. If a tutor meets the licensure and education requirements of O.R.C. §3319.08, then he/she may apply to obtain a continuing contract after completing seven (7) years of service with Fairborn City School District.

D. To the extent permitted by law, these provisions are intended to replace the requirements and provisions of O.R.C. §§3319.111 and 3319.11.

13.02 Tutors

To the extent there exists a conflict, the terms of this section shall control over conflicting terms of the Master Agreement.

A. Sick and Personal Leave. Tutors shall be permitted to accumulate, and use paid sick leave and personal leave according to the terms of Article 8 – Leave.

B. Separate Classification. Tutors shall be in a separate classification from teachers in regard to reduction in force, displacement rights, assignment, vacancies and transfer. No tutor shall be permitted to displace a teacher I the event of a reduction in force. Also, the Board shall not be required to transfer a tutor into a teaching assignment or otherwise offer any tutor a teaching position under the terms of this Agreement.

C. Reduction in Force. A tutor's contract of employment may be suspended, in whole or in part, for the reasons provided by law. Also, the Board shall have the right to suspend tutor contracts as part of a reduction in force caused by the reorganization of service provided through Title I funds that results in a decreased need for tutor position.

D. Contract Sequence. Starting with the 2020-2021 school year, all new and existing tutors will begin a contract sequence similar to teachers under Article 9.03. This means all tutors (whether newly hired or continuing with the District) will start the 2020-2021 contract year under their first of three successive one (1) year limited contracts.

E. Tutors will receive at least one-hundred twenty-five (125) minutes of plan time for each full week of instruction.

ARTICLE XIV – NO STRIKE/LOCKOUT

14.01 No Strike/Lockout

It is agreed that during the term 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 Instructional Employees or the Association.

The Association agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement.

ARTICLE XV – REDUCTION IN FORCE

15.01 Reductions in Force

A. When, in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular Instructional Employees 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 contracts in accordance with the following procedures.

B. Such contract suspensions shall comply with Section 3319.17 of the Ohio Revised Code. Among Instructional Employees whose final summative evaluation rating is deemed "comparable," as set forth in this Article, the suspension(s) shall occur on the basis of seniority by teaching field and shall occur to non-tenured teachers first, and then to tenured teachers.

C. Certificated areas must be on record in the Instructional Employee's personnel file by March 1 of any school year.

D. Any Instructional Employee displaced as a result of a reduction in force from his/her current teaching assignment when the teacher position has been abolished, may displace the least senior Instructional Employee with the same or lower final summative evaluation rating in any area for which the teacher is certified/licensed to do so in the field(s) in which he/she holds a certificate.

E. Should administrative transfers or reassignments become necessary due to a reduction in force, qualified volunteers may be sought first. However, if there are none, no employee shall be involuntarily transferred or reassigned from his or her position as a result of a reduction in force.

F. Nothing contained herein shall abridge the Board's right to non-renew a limited contract Instructional Employee for reasons other than a reduction in force, in accordance with applicable Ohio law.

15.02 Displacement Rights

Any Instructional Employee displaced from his/her current teaching assignment when the teacher position has been abolished, may displace the least senior Instructional Employee with the same or lower final summative evaluation rating in any area for which the teacher is certified/licensed do so in the field(s) in which he/she holds a certificate/license.

A. The displaced employee must be the least senior Instructional Employee in that area for which the teacher is certified/licensed.

B. The displaced teacher shall transfer to any open positions for which the teacher is certified/licensed within the building. The displaced teacher with seniority will have first

choice. If the displaced teacher should choose not to accept the open position within the building, the teacher will choose from vacant open positions within the District for which they are certified/licensed. In order for an Instructional Employee's area(s) of certification/licensure to be considered, that Instructional Employee's certificate(s)/license showing such area(s) must be in the Instructional Employee's official personnel file as set forth above. The Instructional Employee exercising displacement rights may only do so in the field(s) in which he/she holds a certificate/licensure.

C. If there are no vacancies, the displaced teacher with seniority, may displace the least senior teacher in the District in that area for which the teacher is certified/licensed who possesses the same or lower final summative evaluation rating

15.03 Seniority

A. When used in this Article, seniority is defined as years of continuous employment within the Fairborn City School District. Where seniority among two (2) or more affected Instructional Employees is equal under this definition, preference shall be given in priority as follows:

1. Total number of years of teaching experience in the Fairborn City School District.

2. Date of employment as determined by Board Minutes (Board meeting date).

3. Date of "Intent to Employ."

4. Amount of training in subject area(s) of certification/licensure using courses that qualify for salary schedule advancement.

5. Additional ties in seniority shall be broken by a hat draw by the Superintendent or designee in the presence of affected employees.

B. 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 teaching staff reasons if the Instructional Employee is reinstated.

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

D. Seniority shall be lost when an Instructional Employee resigns or leaves the employment of the Board due to non-renewal or termination of contract.

E. A seniority list of all salaried Instructional Employees and a list of all tutors will be made available to the Association by October 30.

15.04 Recall Rights

Instructional Employees whose contracts have been suspended because of a reduction in force reasons shall have rights to recall as follows:

A. Recall rights shall be limited to twenty-four (24) months, commencing with the first affected day.

B. Instructional Employees whose contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area of certification/licensure at the time of recall. Instructional Employees must notify the District of any changes in their area(s) of certification.

C. An Instructional Employee notified of recall to a position may turn down the first offered position, allowing the Superintendent or his/her designee to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If an Instructional Employee refuses recall to a second position, said Instructional Employee's name shall be removed from the recall list.

D. Instructional Employees on recall status shall have the responsibility for keeping the Superintendent or his/her designee informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail to the Instructional Employee's last known address. Failure to contact the Superintendent or his/her designee to accept such recall within five (5) calendar days of the date such mailing is delivered and signed for shall remove the Instructional Employee from recall status.

15.05 Comparable

Comparability for Instructional Employees for purposes of determining order of reduction in force, displacement and recall shall be based on the following:

A. Most-recent final summative evaluation rating of “ineffective” shall be the first to be suspended – on a last-employed, first-suspended basis.

B. Most-recent final summative evaluation rating of “developing” shall be the next to be suspended – on a last-employed, first-suspended basis.

C. Most-recent final summative evaluation rating of “accomplished” or “skilled” shall be the last to be suspended – on a last-employed, first suspended basis. “Accomplished” and “skilled” rated Instructional Employees shall be comparable to one another.

15.06 Notice of Contract Suspension

No Instructional Employee shall have his/her contract suspended unless the affected Instructional Employee(s) has been given at least a fifteen (15) calendar days’ notice of the Superintendent's

intention to recommend such suspension to the Board. Notice of any impending reduction in force shall be given to the Association President thirty (30) calendar days prior to the Board taking action under this Article.

15.07 Maintenance of Health Benefits

The suspended Instructional Employee may exercise the option of maintaining group insurance coverages, at the Instructional Employee's expense, during his/her suspension and if allowable by the insurers under the provision of Article VII - Insurance.

ARTICLE XVI – EFFECTS OF CONTRACT

16.01 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 thereof 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.

16.02 Non-Discrimination

A. The parties hereto agree that neither the Board nor the Association shall discriminate against an Instructional Employee because of his/her membership or non-membership in the Association or his/her activities herein prescribed.

B. The Board, the Association, and each Instructional Employee will comply with all applicable laws forbidding discrimination on account of race, color, creed, religion, handicap, sex, age, or political affiliation.

16.03 Amendments

The Board and the Association may at any time alter the terms of this Agreement, provided there is mutual agreement to such change.

16.04 Copies of Agreement

The Board shall make an electronic copy of this Agreement available to all Instructional Employees. The President of the Association shall be given thirty (30) paper copies of the Agreement. New Instructional Employees to the District shall receive a copy of this Agreement.

ARTICLE XVII - MISCELLANEOUS

17.01 Day

Unless otherwise set forth to the contrary in this Agreement, the term "day" as used in this Agreement shall mean "calendar day."

17.02 Academic Distress Commission

As required by O.R.C. §3302.10(P), the parties incorporate into this Agreement the provisions of O.R.C. §3302.10 regarding academic distress commissions. O.R.C. §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 XVIII - DURATION

18.01 Repudiation

At the expiration of this contract the Board agrees not to repudiate the Collective Bargaining Agreement.

18.02 Duration

This agreement shall be effective as of July 1, 2024, and shall remain in effect through June 30, 2027, 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, or the end of any yearly extension period.

In Witness Whereof, the parties hereto have set their hands this on the date(s) set forth below.

FAIRBORN BOARD OF EDUCATION

Superintendent — Date: 4/23/24

Treasurer — Date: 4/23/24

Board President — Date: 4/25/24

Director Certified Personnel — Date: 4-23-24

FAIRBORN EDUCATION ASSOCIATION

President — Date: 4-23-24

Negotiations Chairperson — Date: 4-24-24

Negotiations Co-Chairperson — Date

Designated Representative — Date: 4/24/24

ADDENDUM A – Master's Degree

Two semester hours equals three quarter hours.

Masters (60) means any Master's Degree with at least sixty (60) semester hours earned after the date of the Bachelor's Degree, with at least twenty-five (25) of those hours having been earned after the date of the Master's Degree.

Masters + 30 means any Master's Degree with at least thirty (30) semester hours earned after the date of the Master's Degree.

ADDENDUM B – Pay Schedules

2024-2025 Salary Schedule – 4%

Step	Non Degree	Bachelors	Bachelors +35	Bachelors +150	Masters	MA or MS (60)/ +30
1	$40,945	$45,952	$50,086	$52,154	$54,224	$56,292
2	$42,875	$46,732	$50,757	$52,771	$54,784	$56,794
3	$44,804	$47,403	$51,319	$53,276	$55,231	$57,189
4	$46,732	$48,662	$52,522	$54,449	$56,379	$58,310
5	$48,662	$50,592	$54,449	$56,379	$58,310	$60,239
6	$50,592	$52,522	$56,379	$58,310	$60,239	$62,168
7	$52,522	$54,449	$58,310	$60,239	$62,168	$64,096
8	$54,449	$56,333	$60,239	$62,168	$64,096	$65,598
9	$56,379	$58,310	$62,168	$64,096	$65,598	$67,100
10	$58,310	$60,239	$64,096	$65,598	$67,100	$68,597
11	$60,239	$62,168	$65,599	$67,100	$68,599	$70,099
12	$62,168	$64,098	$67,100	$68,599	$70,099	$71,601
13	$64,096	$65,599	$68,599	$70,099	$71,601	$73,103
14	$65,598	$67,100	$70,099	$71,601	$73,103	$74,602
15	$67,100	$68,599	$71,601	$73,103	$74,602	$76,102
16	$68,597	$70,099	$73,103	$74,602	$76,102	$77,603
17	$70,099	$71,601	$74,602	$76,102	$77,603	$79,103
18	$71,600	$73,103	$76,102	$77,603	$79,103	$80,605
19	$73,102	$74,602	$77,603	$79,103	$80,605	$82,106
20	$74,602	$76,102	$79,103	$80,605	$82,106	$83,605
21	$76,101	$77,603	$80,605	$82,106	$83,605	$84,677
22	$77,603	$79,103	$82,106	$83,605	$84,677	$85,749
23	$79,102	$80,605	$83,605	$84,677	$85,749	$86,822
24	$80,604	$82,106	$84,677	$85,749	$86,822	$87,892
25	$82,105	$83,605	$85,749	$86,822	$87,892	$88,966
26	$83,604	$84,677	$86,822	$87,892	$88,966	$90,036
27	$84,677	$85,749	$87,892	$88,966	$90,036	$91,109
28	$85,748	$86,822	$88,966	$90,036	$91,109	$92,179
29	$86,821	$87,892	$90,036	$91,109	$92,179	$93,253
30	$87,891	$88,966	$91,109	$92,179	$93,253	$94,326
31	$88,965	$90,036	$92,179	$93,253	$94,326	$95,397
32	$90,035	$91,109	$93,253	$94,326	$95,397	$96,468
33	$91,108	$92,179	$94,326	$95,397	$96,468	$97,540

2025-2026 Salary Schedule – 3.25%

Step	Non Degree	Bachelors	Bachelors +35	Bachelors +150	Masters	MA or MS (60)/ +30
1	$42,276	$47,446	$51,714	$53,849	$55,986	$58,122
2	$44,268	$48,251	$52,407	$54,486	$56,565	$58,640
3	$46,260	$48,944	$52,987	$55,008	$57,026	$59,047
4	$48,251	$50,243	$54,229	$56,219	$58,212	$60,205
5	$50,243	$52,236	$56,219	$58,212	$60,205	$62,197
6	$52,236	$54,229	$58,212	$60,205	$62,197	$64,189
7	$54,229	$56,219	$60,205	$62,197	$64,189	$66,179
8	$56,219	$58,163	$62,197	$64,189	$66,179	$67,730
9	$58,212	$60,205	$64,189	$66,179	$67,730	$69,281
10	$60,205	$62,197	$66,179	$67,730	$69,281	$70,827
11	$62,197	$64,189	$67,731	$69,281	$70,829	$72,377
12	$64,189	$66,182	$69,281	$70,829	$72,377	$73,928
13	$66,179	$67,731	$70,829	$72,377	$73,928	$75,478
14	$67,730	$69,281	$72,377	$73,928	$75,478	$77,027
15	$69,281	$70,829	$73,928	$75,478	$77,027	$78,575
16	$70,827	$72,377	$75,478	$77,027	$78,575	$80,125
17	$72,377	$73,928	$77,027	$78,575	$80,125	$81,674
18	$73,927	$75,478	$78,575	$80,125	$81,674	$83,225
19	$75,477	$77,027	$80,125	$81,674	$83,225	$84,774
20	$77,027	$78,575	$81,674	$83,225	$84,774	$86,322
21	$78,574	$80,125	$83,225	$84,774	$86,322	$87,429
22	$80,125	$81,674	$84,774	$86,322	$87,429	$88,536
23	$81,673	$83,225	$86,322	$87,429	$88,536	$89,644
24	$83,224	$84,774	$87,429	$88,536	$89,644	$90,749
25	$84,773	$86,322	$88,536	$89,644	$90,749	$91,857
26	$86,321	$87,429	$89,644	$90,749	$91,857	$92,962
27	$87,429	$88,536	$90,749	$91,857	$92,962	$94,070
28	$88,535	$89,644	$91,857	$92,962	$94,070	$95,175
29	$89,643	$90,749	$92,962	$94,070	$95,175	$96,283
30	$90,748	$91,857	$94,070	$95,175	$96,283	$97,392
31	$91,856	$92,962	$95,175	$96,283	$97,392	$98,498
32	$92,961	$94,070	$96,283	$97,392	$98,498	$99,604
33	$94,069	$95,175	$97,392	$98,498	$99,604	$100,710

2026-2027 Salary Schedule – 3%

Step	Non Degree	Bachelors	Bachelors +35	Bachelors +150	Masters	MA or MS (60)/ +30
1	$43,544	$48,869	$53,266	$55,464	$57,665	$59,865
2	$45,597	$49,699	$53,979	$56,120	$58,261	$60,399
3	$47,648	$50,412	$54,576	$56,658	$58,737	$60,819
4	$49,699	$51,750	$55,856	$57,905	$59,958	$62,011
5	$51,750	$53,803	$57,905	$59,958	$62,011	$64,063
6	$53,803	$55,856	$59,958	$62,011	$64,063	$66,114
7	$55,856	$57,905	$62,011	$64,063	$66,114	$68,165
8	$57,905	$59,908	$64,063	$66,114	$68,165	$69,762
9	$59,958	$62,011	$66,114	$68,165	$69,762	$71,359
10	$62,011	$64,063	$68,165	$69,762	$71,359	$72,952
11	$64,063	$66,114	$69,763	$71,359	$72,954	$74,549
12	$66,114	$68,167	$71,359	$72,954	$74,549	$76,146
13	$68,165	$69,763	$72,954	$74,549	$76,146	$77,743
14	$69,762	$71,359	$74,549	$76,146	$77,743	$79,338
15	$71,359	$72,954	$76,146	$77,743	$79,338	$80,933
16	$72,952	$74,549	$77,743	$79,338	$80,933	$82,529
17	$74,549	$76,146	$79,338	$80,933	$82,529	$84,125
18	$76,145	$77,743	$80,933	$82,529	$84,125	$85,722
19	$77,742	$79,338	$82,529	$84,125	$85,722	$87,318
20	$79,338	$80,933	$84,125	$85,722	$87,318	$88,911
21	$80,931	$82,529	$85,722	$87,318	$88,911	$90,052
22	$82,529	$84,125	$87,318	$88,911	$90,052	$91,192
23	$84,123	$85,722	$88,911	$90,052	$91,192	$92,333
24	$85,721	$87,318	$90,052	$91,192	$92,333	$93,471
25	$87,316	$88,911	$91,192	$92,333	$93,471	$94,613
26	$88,910	$90,052	$92,333	$93,471	$94,613	$95,751
27	$90,052	$91,192	$93,471	$94,613	$95,751	$96,892
28	$91,191	$92,333	$94,613	$95,751	$96,892	$98,030
29	$92,332	$93,471	$95,751	$96,892	$98,030	$99,172
30	$93,470	$94,613	$96,892	$98,030	$99,172	$100,313
31	$94,612	$95,751	$98,030	$99,172	$100,313	$101,452
32	$95,750	$96,892	$99,172	$100,313	$101,452	$102,592
33	$96,891	$98,030	$100,313	$101,452	$102,592	$103,731

ADDENDUM C – Supplemental Salary Schedule

Supplemental	Level/ Building	Step 1 Index	Step 1 Salary	Step 2 Index	Step 2 Salary	Step 3 Index	Step 3 Salary
Baseball Varsity Head Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Baseball Varsity Assistant Coach	Athletics	0.065	$3,270	0.09	$4,528	0.115	$5,786
Baseball JV Coach	Athletics	0.065	$3,270	0.09	$4,528	0.115	$5,786
Baseball JV Asst Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Baseball Freshman Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Baseball Freshmen Assistant Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Baseball MS Head Coach (up to 2)	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Baseball MS Asst Coach	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Basketball - Boys Varsity Head Coach	Athletics	0.145	$7,295	0.17	$8,553	0.195	$9,810
Basketball - Boys Varsity Assistant Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Basketball - Boys JV Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Basketball - Boys Freshman Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Basketball - Boys 8th Grade Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Basketball - Boys 7th Grade Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Basketball - Girls Varsity Head Coach	Athletics	0.145	$7,295	0.17	$8,553	0.195	$9,810
Basketball - Girls Varsity Assistant	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Basketball - Girls JV Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Basketball - Girls Freshman Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Basketball - Girls 8th Grade Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Basketball - Girls 7th Grade Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Bowling Boys Head Coach	Athletics	0.07	$3,522	0.095	$4,779	0.12	$6,037
Bowling Varsity Girls Head Coach	Athletics	0.07	$3,522	0.095	$4,779	0.12	$6,037
Bowling JV Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Cheerleader - Varsity Football Coach	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Cheerleader - Varsity Basketball Coach	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Cheerleader JV Football and Basketball Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Cheerleader - Freshman Football and Basketball Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Cheerleader - Middle Football and Basketball Coach - (2)	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Cheerleader - Competition Cheer HS Coach	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Cheerleader - Competition Cheer MS Coach	Athletics	0.035	$1,761	0.06	$3,019	0.085	$4,276
Cross Country HS Head Coach	Athletics	0.08	$4,025	0.105	$5,282	0.13	$6,540
Cross Country Assistant HS Coach	Athletics	0.035	$1,761	0.06	$3,019	0.085	$4,276

Supplemental	Level/ Building	Step 1 Index	Step 1 Salary	Step 2 Index	Step 2 Salary	Step 3 Index	Step 3 Salary
Cross Country MS Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Cross Country Assistant MS Coach	Athletics	0.03	$1,509	0.055	$2,767	0.08	$4,025
Football Varsity Head Coach	Athletics	0.16	$8,049	0.185	$9,307	0.21	$10,565
Football Assistant Coach (10)	Athletics	0.1	$5,031	0.125	$6,289	0.15	$7,546
Football 8th Grade Head Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Football 8th Grade Assistant (2)	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Football 7th Grade Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Football 7th Grade Assistant Coach (2)	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Golf Boys Head Coach	Athletics	0.08	$4,025	0.105	$5,282	0.13	$6,540
Golf Girls Head Coach	Athletics	0.08	$4,025	0.105	$5,282	0.13	$6,540
Soccer Boys Varsity Coach	Athletics	0.12	$6,037	0.145	$7,295	0.17	$8,553
Soccer Boys Varsity Assistant	Athletics	0.07	$3,522	0.095	$4,779	0.12	$6,037
Soccer Boys JV Coach	Athletics	0.07	$3,522	0.095	$4,779	0.12	$6,037
Soccer Girls Varsity Coach	Athletics	0.12	$6,037	0.145	$7,295	0.17	$8,553
Soccer Girls Varsity Assistant Coach	Athletics	0.07	$3,522	0.095	$4,779	0.12	$6,037
Soccer Girls JV Coach	Athletics	0.07	$3,522	0.095	$4,779	0.12	$6,037
Softball Varsity Head Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Softball Varsity Assistant Coach	Athletics	0.065	$3,270	0.09	$4,528	0.115	$5,786
Softball JV Coach	Athletics	0.065	$3,270	0.09	$4,528	0.115	$5,786
Softball JV Asst Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Softball Freshman Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Softball Freshmen Asst Coach	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Softball MS Head Coach (up to 2)	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Softball MS Asst Coach	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Strength Coach - Fall Head	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Strength Coach - Spring Head	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Strength Coach - Summer Head	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Strength Coach - Winter Head	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Strength Coach Summer Asst. (2)	Athletics	0.05	$2,515	0.075	$3,773	0.1	$5,031
Swimming Boys Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Swimming Girls Head Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Tennis - Boys Varsity Coach	Athletics	0.08	$4,025	0.105	$5,282	0.13	$6,540
Tennis - Boys JV Coach	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779

Supplemental	Level/ Building	Step 1 Index	Step 1 Salary	Step 2 Index	Step 2 Salary	Step 3 Index	Step 3 Salary
Tennis – Girls Varsity Coach	Athletics	0.08	$4,025	0.105	$5,282	0.13	$6,540
Tennis – Girls JV Coach	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Track - Boys Varsity Head Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Track - Boys Assistant Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Track - Boys JV Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Track - Girls Varsity Head Coach	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Track - Girls Assistant Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Track - Girls JV Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Track - Boys MS Head Coach	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Track - Boys MS Assistant Coach	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Track - Girls MS Head Coach	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Track - Girls MS Assistant	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Volleyball - Girls Varsity Coach	Athletics	0.08	$4,025	0.105	$5,282	0.13	$6,540
Volleyball - Girls Assistant Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Volleyball - Girls JV Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Volleyball - Girls 8th Grade	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Volleyball - Girls 7th GRADE	Athletics	0.045	$2,264	0.07	$3,522	0.095	$4,779
Wrestling Varsity Coach - Boys	Athletics	0.145	$7,295	0.17	$8,553	0.195	$9,810
Wrestling JV Coach - Boys	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Wrestling Freshman Coach	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Wresting - Head Coach - Girls	Athletics	0.145	$7,295	0.17	$8,553	0.195	$9,810
Wrestling JV Coach - Girls	Athletics	0.09	$4,528	0.115	$5,786	0.14	$7,043
Wrestling MS Head	Athletics	0.055	$2,767	0.08	$4,025	0.105	$5,282
Wrestling MS Assistant (1)	Athletics	0.04	$2,012	0.065	$3,270	0.09	$4,528
Site Manager, HS (1 per season)	Athletics	0.065	$3,270	0.09	$4,528	0.115	$5,786
Site Manager, MS (1 per season)	Athletics	0.065	$3,270	0.09	$4,528	0.115	$5,786
MS Activity Advisors (14)	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773
MS Advisors Class Play (limit 2 each)	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773
MS Advisors National Junior Honor Society	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773
MS Advisors Power of the Pen	BMS	0.015	$755	0.04	$2,012	0.065	$3,270
MS Advisors Science Club	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773
MS Advisors Science Fair Director	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773
MS Advisors Spanish Club	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773

Supplemental	Level/ Building	Step 1 Index	Step 1 Salary	Step 2 Index	Step 2 Salary	Step 3 Index	Step 3 Salary
MS Advisors Student Council	BMS	0.03	$1,509	0.055	$2,767	0.08	$4,025
MS Advisors Yearbook	BMS	0.035	$1,761	0.06	$3,019	0.085	$4,276
MS Advisors Drama Club	BMS	0.025	$1,258	0.05	$2,515	0.075	$3,773
HS Department Coordinators Art	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Business	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Counseling Serv.	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators English	FHS	0.075	$3,773	0.1	$5,031	0.125	$6,289
HS Department Coordinators Foreign Language	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Health/Phys. Ed.	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Industrial Arts (JROTC/Unified Arts)	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Mathematics	FHS	0.075	$3,773	0.1	$5,031	0.125	$6,289
HS Department Coordinators Music	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Nursing Services	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
HS Department Coordinators Science	FHS	0.075	$3,773	0.1	$5,031	0.125	$6,289
HS Department Coordinators Social Studies	FHS	0.075	$3,773	0.1	$5,031	0.125	$6,289
HS Department Coordinators Special Education	FHS	0.075	$3,773	0.1	$5,031	0.125	$6,289
FHS Activity Advisors (14)	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
Freshman Focus Camp/Training (stop splitting activity advisor stipends at FHS for this. Currently splitting 4 of the activity stipends)	FHS	$500					
JROTC Drill Team	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
JROTC Rocketry Club	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
High School Advisors Academic Challenge	FHS	0.045	$2,264	0.07	$3,522	0.095	$4,779
High School Advisors Art Club	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
High School Advisors Drama Club	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
High School Advisors Freshman Class	FHS	0.015	$755	0.04	$2,012	0.065	$3,270
High School Advisors Junior Class	FHS	0.05	$2,515	0.075	$3,773	0.1	$5,031
High School Advisors Nat'l. Honor Society	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
High School Advisor Play/Musical (1) Fall; (1) Spring	FHS	0.06	$3,019	0.085	$4,276	0.11	$5,534
High School Advisors School Play/Musical Technical Director (lights and sound) (Limit 2, Fall (1), Spring (1)	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
High school play/musical support (total of 6 per year - 3 in the fall; 3 in the spring)	FHS	0.02	$1,006	0.03	$1,509	0.04	$2,012
High School Advisors Science Club	FHS	0.025	$1,258	0.05	$2,515	0.075	$3,773

Supplemental	Level/ Building	Step 1 Index	Step 1 Salary	Step 2 Index	Step 2 Salary	Step 3 Index	Step 3 Salary
High School Advisors Senior Class	FHS	0.075	$3,773	0.1	$5,031	0.125	$6,289
High School Advisors Sophomore Class	FHS	0.015	$755	0.04	$2,012	0.065	$3,270
High School Advisors Spanish	FHS	0.025	$1,258	0.05	$2,515	0.075	$3,773
High School Advisors Student Congress	FHS	0.05	$2,515	0.075	$3,773	0.1	$5,031
High School Advisors Varsity Club	FHS	0.025	$1,258	0.05	$2,515	0.075	$3,773
High School Advisors Yearbook	FHS	0.07	$3,522	0.095	$4,779	0.12	$6,037
HS Advisors Freshmen Focus Program	FHS	0.04	$2,012	0.065	$3,270	0.09	$4,528
Marching Band Director - Including July 4th and Band Camp	FHS	0.15	$7,546	0.1755	$8,829	0.2	$10,062
Marching Band Assistant Director	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Director Marching Corps	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Flag Corps Director	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
HS Jazz Band	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Pep Band	FHS	0.035	$1,761	0.06	$3,019	0.085	$4,276
Stage Band Director	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Show Choir	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Vocal Director	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Chorale Director	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Strings Director	FHS	0.059	$2,968	0.084	$4,226	0.109	$5,484
Elementary Advisors Patrol Advisor	FIS	0.025	$1,258	0.05	$2,515	0.075	$3,773
FIS Activity Advisors (14) -	FIS	0.025	$1,258	0.05	$2,515	0.075	$3,773
FIS Honor Society	FIS	0.025	$1,258	0.05	$2,515	0.075	$3,773
FIS Student Council	FIS	0.03	$1,509	0.055	$2,767	0.08	$4,025
FPS Activity Advisors (14)	FPS	0.025	$1,258	0.05	$2,515	0.075	$3,773
District Chess Club (3)	District	0.03	$1,509	0.055	$2,767	0.08	$4,025
Elementary Advisors Lead Teacher *$75 per substitution (cap 20 days per year).	District	*					
IAT (8)	District	0.03	$1,509	0.055	$2,767	0.08	$4,025

The Administration and the Association will jointly develop job descriptions for the Department Coordinator positions.

Service Credit

An employee moving from one position to another within the same category will be placed on the same experience step as if no move had occurred.

The Board will accept two (2) years of outside experience, with step three (3) as the maximum placement, in the same category as verified by an official letter from the previous school system.

Note

Payment for the supplemental positions listed shall be paid to the individual(s) fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more individuals, and the Board reserves the right to not fill a supplemental position set forth herein.

ADDENDUM D – Medical Plan – Summary of Benefits

Your summary of benefits

Anthem® Blue Cross and Blue Shield

EPC - Fairborn PPO

Your Network: Blue Access PPO

Effective Date 1/1/2024

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	$200 person / $400 family	$400 person / $800 family
Out-of-Pocket Limit	$1,750 person / $3,500 family	$3,500 person / $7,000 family
The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.		
Preventive Care / Screening / Immunization	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services **Primary Care Visit** *When Allergy injections are billed separately by network providers, the member is not responsible for any additional cost. When billed as part of an office visit, there is no additional cost to the member for the injection*	$25 copay per visit deductible does not apply	30% coinsurance after deductible is met
Specialist Care Visit *When Allergy injections are billed separately by network providers, the member is not responsible for any additional cost. When billed as part of an office visit, there is no additional cost to the member for the injection*	$30 copay per visit deductible does not apply	30% coinsurance after deductible is met
Prenatal and Post-natal Care	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits: Medical Chats - *within our mobile app* Retail Health Clinic	 Not Applicable $25 copay per visit deductible does not apply	 Not Applicable 30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Preferred On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	$25 copay per visit deductible does not apply	30% coinsurance after deductible is met
Other Participating Provider On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	$25 copay per visit deductible does not apply	30% coinsurance after deductible is met
Manipulation Therapy *Coverage is limited to 18 visits per benefit period.*	$25 copay per visit deductible does not apply	30% coinsurance after deductible is met
Other Services in an Office:		
Allergy Testing	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Chemo/Radiation Therapy	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Dialysis/Hemodialysis	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Prescription Drugs - *Dispensed in the office*	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Diagnostic Services **Lab:**		
Office	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	10% coinsurance after deductible is met	30% coinsurance after deductible is met
X-Ray:		
Office	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Advanced Diagnostic Imaging:		
Office	10% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care *When Allergy injections are billed separately by network providers, the member is not responsible for any additional cost. When billed as part of an office visit, there is no additional cost to the member for the injection*	$25 copay per visit deductible does not apply	30% coinsurance after deductible is met
Emergency Room Facility Services *Copay waived if admitted.*	$100 copay per visit deductible does not apply	Covered as In-Network
Emergency Room Doctor and Other Services	No charge	Covered as In-Network
Ambulance	10% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	$25 copay per visit deductible does not apply	30% coinsurance after deductible is met
Facility Visit:		
Facility Fees	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor and Other Services:		
Hospital	10% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility Fees	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Human Organ and Tissue Transplants *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*	No charge	50% coinsurance after deductible is met
Doctor and other services after	10% coinsurance deductible is met	30% coinsurance after deductible is met
Recovery & Rehabilitation		
Home Health Care *Coverage is limited to 100 visits per benefit period. Private Duty Nursing is limited to 82 visits/Calendar Year.*	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services:		
Office *Coverage for Occupational Therapy is limited to 60 visits per benefit period, Physical Therapy is limited to 60 visits per benefit period and Speech Therapy is limited to 40 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	$30 copay per visit deductible does not apply	30% coinsurance after deductible is met
Outpatient Hospital *Coverage for Occupational Therapy is limited to 60 visits per benefit period, Physical Therapy is limited to 60 visits per benefit period and Speech Therapy is limited to 40 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiac rehabilitation		
Office *Coverage is unlimited visits per benefit period.*	$30 copay per visit deductible does not apply	30% coinsurance after deductible is met
Outpatient Hospital *Coverage is unlimited visits per benefit period.*		30% coinsurance after deductible is met
Skilled Nursing Care (facility) *Coverage for Skilled Nursing is unlimited days and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 60 days per benefit period.*	10% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hospice	0% coinsurance after deductible is met	0% coinsurance after deductible is met
Durable Medical Equipment	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Prosthetic Devices	10% coinsurance after deductible is met	30% coinsurance after deductible is met
Prescription Drugs: **Administered by CVS/Caremark**	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- 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.
- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge 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.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- The Primary Care Physician and Specialist office visit copay applies to both office and facility based office visits for evaluation and management services only.
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- ‡ Your cost share may be reduced when services are provided in a PCP's office.
- Benefit Period = Calendar Year.
- If you have receive Urgent Care at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services" which is generally coinsurance or coinsurance after your deductible is met.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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.

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:
If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 639-1634 (833) .

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文)：如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسي) : در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 639-1634 تماس بگیرید.

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語):この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。 通訳と話すには、(833) 639-1634 にお電話ください。

Language Access Services:

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Navajo (Diné): Díí naaltsoos bikáʼígíí łahgo bínaʼídiłkidgo ná bohónéedzą́ dóó bee ahóótʼiʼ tʼáá ni nizaad kʼehjí bee nił hodoonih tʼáadoo bą́ą́h ílínígóó. Ataʼ halneʼígíí łaʼ bichʼį́ʼ hadeesdzih nínízingo koji̜ʼ hodíílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫ਼ਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly
That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Here's an overview of your CVS Caremark benefits.

Fairborn PPO - 1/1/2024

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	**Long-Term Medicines** CVS Caremark Mail Service (up to a 60-day supply) or CVS Pharmacy locations (up to a 90-day supply)
Generic Medicines Always ask your doctor if there's a generic option available. It could save you money.	**$10** for a generic medicine	**$20** for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	**$30** for a preferred brand-name medicine	**$60** for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	**$50** for a non-preferred brand-name medicine	**$100** for a non-preferred brand-name medicine
Specialty Medications	**30% coinsurance OR $0 copay with PrudentRx** *Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.	
Maximum Out-of-Pocket	**$3,000 per individual / $6,000 per family**	
Prior Authorization	**Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.**	

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 private health information.

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

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106-46657A 082718

PrudentRx Copay Program for Specialty Medications

Get Specialty Medications at No Cost to You

If you're taking specialty medications for a chronic or complex situation (like multiple sclerosis, rheumatoid arthritis or cancer), you know how costly they can be – and that the cost continues to rise. Because we want to make sure you can get the medications you need at an affordable cost, we're pleased to offer a new program that reduces your out-of-pocket cost for specialty medications to $0.

Pay $0 with The Prudent Rx Copay Program

We're working with PrudentRx to offer The PrudentRx Copay Program as part of your prescription benefit plan. To participate, all you need to do is enroll. You'll pay $0 for any medications on the Specialty Drug List for as long as you're enrolled.

PrudentRx works with manufacturers to get copay card assistance for your medication. Once you get started, they'll manage enrollment and renewals on your behalf. But even if there's no copay card program available for your medication, your cost will be $0 for as long as you are enrolled in the program.

Getting started is easy

If you take a specialty medication on the Specialty Drug List, call PrudentRx at 1-800-578-4403, Monday through Friday, from 8 a.m. to 8 p.m. EST to enroll – it only takes about 10 minutes. If they don't hear from you, a PrudentRx Advocate may give you a call. If you don't currently take a specialty medication, but your doctor prescribes one, you can enroll at any time. Participation is voluntary, but you will pay more for your specialty medications if you choose not to enroll in the program.

If you are taking a specialty medication, watch your mailbox for more information on The PrudentRx Copay Program and changes to your plan. If you have any questions, you can call PrudentRx at the number above.

Notice of Nondiscrimination

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

- Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as:
  - Auxiliary aids and services
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)

- Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator
PO BOX 6590, Lee's Summit, MO 64064-6590
Phone: 1-866-526-4075
TTY: 1-800-863-5488
Fax: 1-855-245-2135
Email: nondiscrimination@cvscaremark.com

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

106-39432A 120516

Your summary of benefits

Anthem® Blue Cross and Blue Shield

EPC - Fairborn HSA

Your Network: Blue Access PPO

Effective Date 1/1/2024

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	$3,200 person / $6,000 family	$6,000 person / $12,000 family
Out-of-Pocket Limit	$3,750 person / $7,500 family	$7,500 person / $15,000 family
The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum..		
Preventive Care / Screening / Immunization	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prenatal and Post-natal Care	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits:		
Medical Chats - *within our mobile app*	No Applicable	Not Applicable
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy *Coverage is limited to 18 visits per benefit period.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Other Services in an Office:		
Allergy Testing	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Chemo/Radiation Therapy	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prescription Drugs - *Dispensed in the office*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Diagnostic Services **Lab:**		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
X-Ray:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Advanced Diagnostic Imaging:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Facility Visit:		
Facility Fees	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor and Other Services:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility Fees	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Human Organ and Tissue Transplants *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*	0% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Recovery & Rehabilitation **Home Health Care** *Coverage is limited to 100 visits per benefit period. Private Duty is limited 82 visits/Calendar Year.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services: Office *Coverage for Occupational Therapy, Physical Therapy is limited to 60 visits combined per benefit period and Speech Therapy is limited to 40 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital *Coverage for Occupational Therapy, Physical Therapy is limited to 60 visits combined per benefit period and Speech Therapy is limited to 40 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiac rehabilitation Office *Coverage is unlimited visits per benefit period.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital *Coverage is unlimited visits per benefit period.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Skilled Nursing Care (facility) *Coverage for Skilled Nursing is unlimited days and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 60 days per benefit period.*	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	0% coinsurance after deductible is met
Durable Medical Equipment	0% coinsurance after deductible is met	0% coinsurance after deductible is met
Prosthetic Devices	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prescription Drugs: **Administered by CVS/Caremark**	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- 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.
- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge 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.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Benefit Period =Calendar Year.
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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.

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Get help in your language

Curious to know what all this says? We would be too. Here's the English version:
If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربيّة): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 1634-639 (833) .

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文)：如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسي): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 639-1634 تماس بگیرید.

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語):この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。 通訳と話すには、(833) 639-1634 にお電話ください。

Language Access Services:

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Navajo (Diné): Díí naaltsoos bíká'ígíí łahgo bína'idiłkidgo ná bohónéedzą́ dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nił hodoonih t'áadoo bą́ą́h ílínígóó. Ata' halne'ígíí ła' bich'į' hadeesdzih nínízingo koji' hodiilnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫ਼ਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly
That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Here's an overview of your CVS Caremark benefits.

Fairborn HSA - 1/1/2024

Your annual deductible is $3,200 for an individual or $5,000 for a family. **Until this deductible amount is met, you will pay 100% for your prescriptions.** If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help anytime after your plan starts. For TDD assistance, please call 1-800-863-5488.

	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	**Long-Term Medicines** CVS Caremark Mail Service Pharmacy or CVS Pharmacy Locations (Up to a 90-day supply)
Generic Medicines Always ask your doctor if there's a generic option available. It could save you money.	**$10 copay after deductible** for a generic medicine	**$10 copay after deductible** for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	**$30 copay after deductible** for a preferred brand-name medicine	**$75 copay after deductible** for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	**$50 copay after deductible** for a non-preferred brand-name medicine	**$150 copay after deductible** for a non-preferred brand-name medicine
Refill Limit	**One initial fill plus two additional refills for long-term medications**	**None**
Maximum Out-of-Pocket	**$3,750 per individual / $7,500 per family (combined with medical)**	
Annual Deductible	**$3,200 per individual / $6,000 per family (combined with medical)**	
Specialty Medicines	Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.	
Prior Authorization	Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.	

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.

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.
If you access your pharmacy benefits information through the Caremark Web site, you can find Plan Members Rights and Responsibilities at www.caremark.com.

7471-WKL-HD_MCHOICE_AD_MOOP_SP_PA-1218

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

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106-46657A 082718

Notice of Nondiscrimination

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

- Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as:
  - Auxiliary aids and services
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)

- Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator
PO BOX 6590, Lee's Summit, MO 64064-6590
Phone: 1-866-526-4075
TTY: 1-800-863-5488
Fax: 1-855-245-2135
Email: nondiscrimination@cvscaremark.com

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

106-39432A 120516

ADDENDUM E – Dental Plan – Summary of Benefits

DELTA DENTAL®

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 5630-1110, 1119
Fairborn Local Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
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 prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services – crowns	50%	50%	50%
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No 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. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

KR#87237773

- People with special health care needs may be eligible for additional services including exams, hygiene visits, and dental case management. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,000 per Member total per Benefit Year on all services except orthodontic services. $1,000 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

Deductible – $50 Deductible per Member total per Benefit Year limited to a maximum Deductible of $100 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Waiting Period – Enrollees who are eligible for Benefits are covered on the date of hire.

Eligible People – All regularly scheduled to work employees of the Contractor, subject to the board contract who choose the dental plan (1110) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (1119).

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which your employment is terminated.

ADDENDUM F – Forms

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)

FCS 24
Rev. 8/17

Fairborn City Schools

PERSONAL LEAVE FORM

Name _____ **Date** _____

Building _____ **Number Days Requested** _____

I am making application for the use of my personal leave as follows (List both the day and date absent in space provided below):

_____ _____ _____

Reason for absence (check item below or state reason opposite one of the last two items, as appropriate):

☐ Doctor, dental, or business appointment which can only be scheduled during the working hours

☐ Required court appearances as a litigant or witness (not covered under "Jury and Witness Duty Leave" Section 8.08)

☐ Religious holiday requiring complete abstinence from work

☐ Death of a close friend

☐ A father or prospective father, immediately before, at, or following the birth of a child

☐ Emergencies, natural or personal, for the employee (state reason):

_____

_____

_____

☐ Other necessary reasons:

_____

_____

_____

☐ Certified Employee

☐ Non-Certified Employee

Signature of Employee _____ **Date** _____

Signature of Supervisor _____ **Date** _____

Signature of Superintendent (or his/her Designee) _____ **Date** _____

(This form is to be filed with the Payroll Department of Fairborn City Schools)

Fairborn City Schools

APPLICATION FOR UNPAID LEAVE OF ABSENCE

Date: _____

To: _____
Principal or Supervisor

Employee Name: _____
Please Print

Position _____

Building _____

- ☐ Maternity
- ☐ Parental
- ☐ Sabbatical
- ☐ Health/Disability
- ☐ Other

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*

INSTRUCTIONAL EMPLOYEE OFFICE DISCIPLINE REFERRAL FORM

Student _____Instructional Employee _____

Date _____ Period _____ Time _____ Grade _____

Infraction(s):	Action Taken:
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

Was a phone call made to the parents? _____ Yes _____ No

If "No" why not?_____

_____

_____

Recommendation by Instructional Employee _____

(The final disciplinary authority rests with the administrator.)

Principal: _____

Action(s) taken:

_____ Time Out
_____ Discussion and counseling
_____ Call Home - Spoke to _____
_____ Saturday School assigned for _____ days.
_____ I.S.S. for _____ days.
_____ Suspended for _____ days.
_____ Referred to _____
_____ The detention(s) and/or call home should still stand in addition to the action taken by my office.
_____ Because of the nature of the action taken by my office, I recommend that the student <u>not</u> be required to take the detention(s) assigned in this series of events.
_____ I would like to discuss this further with you. Please stop by to see me about the student and/or the action taken.
_____ Other: _____

This form will be returned to the Instructional Employee.

Fairborn City Schools

PARENTAL REQUEST FORM

Child's Name _____Room #_____ Date _____

Grade child will be entering_____

Please place an X on the line in front of the variables that form the basis for your input:

_____Achievement
_____Work habits/study skills
_____ Social and/or emotional needs
_____ Special needs

Please describe the unique needs of your child as they relate to the variables that you have indicated above. Your input is valuable and will be considered as class assignments are made. Please understand that there is no guarantee that all factors can be met. These requests will be accepted only during the first full week of May unless there is a new enrollment to the District after that full week of May. No more than 25% of any class will be filled by requests. (This section must be completed.)

_____

_____

_____

_____

_____

_____

Other comments: Please remember that routine, casual requests based upon parent or child preference will not be considered.

_____

_____

Parent Signature _____ Date _____

If you wish to give specific input into your child's placement for next school year, this form must be completed no later than the first full week of May.

FAIRBORN CITY SCHOOLS

ASSAULT LEAVE FORM

Date: _____

To: _____
Principal/Supervisor

I hereby submit application for Assault Leave for the period beginning on _____ and ending on _____.

Description of Incident and Resulting Injury: _____

_____

_____

_____

_____

_____

If medical attention was required, complete the following and attach a physician's certificate to this application stating the nature of the disability and its duration.

Name of Physician_____

Address of Physician_____

Date(s) Consulted_____

_____ _____
Instructional Employee Signature Date

_____ _____
Principal/Supervisor Signature Date

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 Administrative Assistant for Personnel. After approval or disapproval, a copy of this form will be returned to the applicant.