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NEGOTIATED AGREEMENT

BETWEEN

FAIRFIELD UNION BOARD OF EDUCATION

and

FAIRFIELD UNION EDUCATION ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027

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PART A. COLLECTIVE BARGAINING PROVISIONS

ARTICLE 1. RECOGNITION

1. The Fairfield Union Board of Education, hereinafter referred to as the "Board", recognizes the Fairfield Union Education Association, Central Ohio Education Association, Inc., Ohio Education Association, and National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of certificated employees of the Board defined in Section B. below.

2. **Definitions**

   A. **Board of Education** – The Fairfield Union Local School District Board of Education acting as a corporate entity.

   B. **Board** – Anyone designated by the Board of Education to act in its behalf in a particular circumstance.

   C. **District** – Fairfield Union Local School District.

   D. **Association** – The Fairfield Union Education Association, Central Ohio Education Association, Inc., Ohio Education Association and National Education Association.

   E. **Unit Member** – A member of the bargaining unit.

   F. **Superintendent** – Superintendent or his/her designee.

   G. **Day** – A calendar day unless otherwise indicated.

   H. **Holiday** – During the school calendar year affecting unit members, a weekday that the staff is not scheduled to work.

   I. **School Day** – A day when students are in session.

   J. **Agreement** – The Negotiated Agreement between Fairfield Union Board of Education and Fairfield Union Education Association.

   K. **ESC** – Educational Service Center of Fairfield County.

   L. **ORC** – Ohio Revised Code.

ARTICLE 2. BARGAINING UNIT

The bargaining unit shall consist of all full-time, non-administrative certificated employees currently employed under a regular limited, or continuing contract with the Board

exclusive of casual day to day subs and less than half-time employees, hereinafter shall be defined as unit members. Administrative employees shall be defined as all those who have authority to hire, assign, or discipline employees of the Board, to direct the activities of Board employees, to negotiate or administer negotiated agreements on behalf of the Board, or to responsibly participate in the formulation of policy on behalf of the Board.

ARTICLE 3. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

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

2. Alternate Dispute Resolution

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

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

3. Scope of Negotiations

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

ARTICLE 4. BOARD RIGHTS

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

ARTICLE 5. ASSOCIATION RIGHTS

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

1. The Association shall have the right to use school buildings for meetings in compliance with Board Policy when not in conflict with school activities.

2. The Association shall have the right to use school facilities and equipment, including computers, copiers, calculating machines, and audio-visual equipment. The school will be reimbursed for all supplies used and equipment damaged by the Association at cost and billing.

3. The Association shall have the right to use all school bulletin boards with approval of the building principal.

4. The Association shall have the right to use the inter-school communication system.

5. Payroll deductions for membership dues will be made in sixteen (16) equal amounts beginning in October.

6. The Board agenda shall be sent to the Association President via district email and made available at the Board office to the Association at the time it is made available to the Board.

7. The Board approved minutes shall be posted on the District intra-net.

8. A read-only copy of the negotiated agreement shall be posted on the district intranet and the FUEA President shall receive a bound and printed version of the contract with the completed original signature page within sixty (60) days after ratification by the Association and adoption by the Board at Board expense.

9. The Association shall have twenty (20) days per school year available to all members, but subject to approval of the Association President, not cumulative from year to year, to use for the purpose of attending meetings and conventions that apply to Association business. All expenses, excluding a substitute teacher(s), are the responsibility of the Association or Association member(s). Bargaining unit members requesting to use these days shall provide twenty-four (24) hours prior notice to the building principal.

10. Each school year, the Association President shall have a pool of up to ten (10) work days he/she may be released from his/her normal work duties to conduct Association business. These days may be used in increments of 1/4, 1/2 or full days upon provision of twenty four (24) hours prior notice to the building principal. These release days are in addition to Association Leave days provided for in number nine (9) above.

11. An additional twelve (12) days of association leave shall be made available to members of the FUEA Bargaining Team during the year in which the parties are negotiating a successor agreement. These days shall be divided among six (6) team members at no more than two (2) days each. These

days are for negotiation preparation, not actual negotiation time. Bargaining unit members requesting to use these days shall provide twenty-four (24) hours prior notice to the building principal.

12. These association days are subject to the limitation of numbers in Article 13. Personal Leave, Section 1. If the association leave requests exceed these numbers, approval is subject to the availability of a substitute teacher.

ARTICLE 6. GRIEVANCE PROCEDURE

GRIEVANCE DEFINITIONS

1. **Grievance Policy:** The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby unit members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all unit members and no reprisals of any kind shall be taken against any unit member for initiating or participating in the grievance procedure with the goal of resolving the grievance at the lowest level possible. All grievance referral forms must be signed by the alleged aggrieved party and the respondent. Timelines are to be strictly adhered to unless mutually agreed to otherwise in writing.

2. **Grievant:** A grievant is defined as a unit member and/or the Association, jointly.

3. **Grievance:** Any complaint involving an alleged violation, misinterpretation, or misapplication of the terms of the written agreement.

4. **Representation:** An aggrieved unit member shall have the right to represent him/her self or to be represented at any hearings provided herein by a representative of the Association.

5. **Waiver:** The fact that a unit member does not bring a grievance alleging a violation of the contract in a particular situation shall not serve as a waiver of any of the Association's rights under the contract, and will not set a precedent as an interpretation of any provision of the contract.

6. **Day:** A workday as defined in Article 32 (2).

GRIEVANCE PROCEDURE

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

the alleged grievance to the satisfaction of the grievant, he/she may proceed to Step Two.

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

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

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

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

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

The Board shall act upon such appeal no later than its next regular meeting. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the grievant. A written response shall

be sent to the grievant, Superintendent, building principal and the Association's designated representatives within ten (10) days.

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

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

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

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

ARTICLE 7. CONTRARY TO LAW

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

ARTICLE 8. ARTICLES AND AMENDMENTS

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

ARTICLE 9. CHALLENGE ELECTION PROCEDURES

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

PART B. SALARY AND BENEFITS PROVISIONS

ARTICLE 10. SALARY SCHEDULE

A. Salary Schedule Regulations

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

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

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

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

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

CEU's must be submitted to and approved by the LPDC.

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

Item 2. a. If a unit member becomes eligible to move from one (1) salary column to another, that unit member shall be moved to that column following submission with the Treasurer of the Board and after the Superintendent provides satisfactory evidence of the completion of such additional training. Satisfactory evidence of the completion of such additional training shall be provided as follows:

c) Member must submit the transcript of the courses establishing eligibility to move to another column to the Superintendent with a copy to the Treasurer not later than August 1st or February 15th each year;

2) The Superintendent will verify the transcripts and send to the Treasurer a list of hours earned by unit members;

3) The Treasurer will move the member(s) to the appropriate columns, which will be effective no more than two (2) pay cycles from the date the Treasurer receives the list from the Superintendent.

b. If a unit member becomes eligible to move from one (1) salary column to another by the conversion of the CEU's to semester hours, the LPDC will certify this conversion to the Treasurer. That unit member will be moved to the new column following certification by the LPDC to the Treasurer.

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

a. New unit members to the school district will be granted full experience for teaching in public and private schools.

b. Credit shall be given for each year of active military service to a maximum of five (5) years. A year shall consist of at least eight (8) months.

c. A unit member must have been under contract or substituted a minimum of one hundred twenty (120) days of the regular school year to receive one (1) year experience credit.

d. Newly hired employees must notify the Treasurer to correct any inaccuracies they identify in the initial offer letter prior to Board approval of employment. Any changes to an employee's salary based on an inaccuracy shall be made in accordance with the timelines and procedures in Item 2 above.

Item 4. After being assigned for sixty (60) consecutive school days in the same position, a substitute teacher will be placed on a regular salary schedule according to training and experience and awarded a permanent substitute contract, for the duration of their assignment. Such teacher shall also be granted all other benefits of a regular unit member.

Item 5. Bargaining unit members who intend to retire may express to the Superintendent interest in post-retirement employment with the district. The Superintendent shall meet with the member, before January 15th when practical, to advise the member as to whether the Superintendent will recommend that the Board re-employ the member. If the Board hires a retired certificated individual, he/she shall receive pro-rated compensation in accordance with his/her education and experience on the salary schedule.

B. Retirees

1. In the event a vacancy arises, the Board will comply with the requirements of Article 27, Notification and Posting of Vacancies.

2. Notwithstanding any other provision of this contract or any contrary provision of law, if the Board hires an individual who has retired pursuant to the requirements of STRS, during his/her employment with the Board that individual will be employed under one (1)–year contracts that are automatically non-renewed without Board action or notice to the retiree. The retiree will receive service credit for no more than ten (10) years of previous service. Once employed, the retiree shall be placed on the appropriate education column of the salary schedule and shall not advance beyond step 11 in experience regardless of years of service in Fairfield Union Local Schools or elsewhere. This teacher shall receive increases in pay resulting from an increase in the base salary.

3. Most situations involving the re-employment of retirees occur during the summer months, so the sixty (60) day STRS requirement before re-employment is not an issue in those situations.

   Should a Unit Member retire and be re-employed during the school year, the member may be immediately re-employed to avoid disrupting instruction, and thereby waiving the two (2) month waiting period. If immediately re-employed, then the Unit Member forfeits retirement benefits for each month employment occurred during the waiting period.

   Therefore, if a Unit Member is immediately re-employed, rather than observe the two (2) month waiting period, the Unit Member will be re-employed at the earned training and experience levels until the waiting period has expired and the Unit Member begins to draw STRS retirement earnings. Then, the Unit Member will move to step 11 on the salary schedule, per Article 10.B. Also, the Unit Member will be eligible for health/medical insurance benefits with the District, along with vision, dental and life insurance, during this two (2) month waiting period, until the STRS health benefits become available. After the Unit Member is eligible for STRS medical benefits, the Unit Member will be eligible for dental, life and vision insurance only from the District, if the Unit Member is employed less than full time.

   Any retiree hired shall take health insurance from STRS, unless ineligible by STRS rules. Retirees shall be eligible to participate in vision, dental and life insurance plans. Currently, under STRS rules, a retiree must take Board health insurance (and not STRS health insurance) if his/her position and hours entitle him/her to be offered Board health insurance (full-time positions). If STRS regulations change, the parties will bargain pursuant to Article 37 of the Negotiated Agreement.

4. Retirees shall have no right to displace or bump other unit members, and there is no right of recall in the event of a reduction in force.

5. There is no right to re-employment upon retirement. Re-employment is not considered for the convenience of the employee. All teachers applying for rehire after retirement must participate in the interview process. To be rehired, the candidate must be deemed the most qualified candidate by the administration. If qualifications are not fully met, the teaching area must be determined by the Superintendent to have a shortage of qualified candidates.

6. No retiree shall be eligible for severance pay.

7. This Article shall supersede any inconsistent state laws.

C. Tutors

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

   Group A-The calendar for tutors in this group will coincide with the teacher calendar.

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

2. The daily hours assigned will then determine each tutor's eligibility for insurance and tuition reimbursement benefits, as described in the Insurance and Tuition Reimbursement articles of the Negotiated Agreement. In addition to the daily hour requirement, a tutor must be scheduled for at least one hundred twenty (120) days during a school year to be eligible for insurance and tuition reimbursement benefits. Tutors scheduled for less than one hundred twenty (120) days are not eligible for benefits.

3. If hours increase or decrease during the school year, and the change effects eligibility for benefits, then the district share will change from that point in the year, according to the provisions of the insurance article in the Negotiated Agreement.

4. Once the hours are established, tutors will be paid on the regular twenty-six (26)/twenty-seven (27) payroll periods (twenty-four (24) pays after July 1, 2025). Tutors will not submit a time sheet for these scheduled hours.

5. If a tutor is asked to work beyond the regularly scheduled time, then a time sheet will be submitted for the additional time to be paid at the base tutor rate. If the additional time is for coverage of a full class, the hourly rate paid for the additional time will be paid at the regular (salary schedule) rate.

6. If a tutor's earnings do not result in sufficient income to pay the cost of the benefits, the District will invoice the tutor for the balance.

2024-2025: Base Salary $44,784
3.5% Increase on Base

Step	Base Salary	Index	B Degree	Index	150 Sem. Hrs.	Index	M Degree	Index	M+30 Hrs.
1	44,784	1.000	44,784	1.040	46,575	1.100	49,262	1.150	51,502
2	44,784	1.040	46,575	1.085	48,591	1.150	51,502	1.200	53,741
3	44,784	1.080	48,367	1.130	50,606	1.200	53,741	1.250	55,980
4	44,784	1.120	50,158	1.175	52,621	1.250	55,980	1.300	58,219
5	44,784	1.160	51,949	1.220	54,636	1.300	58,219	1.350	60,458
6	44,784	1.200	53,741	1.265	56,652	1.350	60,458	1.400	62,698
7	44,784	1.240	55,532	1.310	58,667	1.400	62,698	1.450	64,937
8	44,784	1.280	57,324	1.355	60,682	1.450	64,937	1.500	67,176
9	44,784	1.320	59,115	1.400	62,698	1.500	67,176	1.550	69,415
10	44,784	1.360	60,906	1.445	64,713	1.550	69,415	1.600	71,654
11	44,784	1.400	62,698	1.490	66,728	1.600	71,654	1.650	73,894
12	44,784	1.440	64,489	1.535	68,743	1.650	73,894	1.700	76,133
13	44,784	1.480	66,280	1.580	70,759	1.700	76,133	1.750	78,372
14	44,784	1.520	68,072	1.625	72,774	1.750	78,372	1.800	80,611
16	44,784	1.575	70,535	1.690	75,685	1.825	81,731	1.875	83,970
18	44,784	1.600	71,654	1.720	77,028	1.860	83,298	1.910	85,537
21	44,784	1.630	72,998	1.755	78,596	1.900	85,090	1.950	87,329
26	44,784	1.685	75,461	1.820	81,507	1.975	88,448	2.025	90,688
28	44,784	1.740	77,924	1.885	84,418	2.050	91,807	2.100	94,046
32	44,784	1.795	80,387	1.950	87,329	2.125	95,166	2.175	97,405

2025-2026: Base Salary $46,351
3.5% Increase on Base

Step	Base Salary	Index	B Degree	Index	150 Sem. Hrs.	Index	M Degree	Index	M+30 Hrs.
1	46,351	1.000	46,351	1.040	48,205	1.100	50,986	1.150	53,304
2	46,351	1.040	48,205	1.085	50,291	1.150	53,304	1.200	55,621
3	46,351	1.080	50,059	1.130	52,377	1.200	55,621	1.250	57,939
4	46,351	1.120	51,913	1.175	54,462	1.250	57,939	1.300	60,256
5	46,351	1.160	53,767	1.220	56,548	1.300	60,256	1.350	62,574
6	46,351	1.200	55,621	1.265	58,634	1.350	62,574	1.400	64,891
7	46,351	1.240	57,475	1.310	60,720	1.400	64,891	1.450	67,209
8	46,351	1.280	59,329	1.355	62,806	1.450	67,209	1.500	69,527
9	46,351	1.320	61,183	1.400	64,891	1.500	69,527	1.550	71,844
10	46,351	1.360	63,037	1.445	66,977	1.550	71,844	1.600	74,162
11	46,351	1.400	64,891	1.490	69,063	1.600	74,162	1.650	76,479
12	46,351	1.440	66,745	1.535	71,149	1.650	76,479	1.700	78,797
13	46,351	1.480	68,599	1.580	73,235	1.700	78,797	1.750	81,114
14	46,351	1.520	70,454	1.625	75,320	1.750	81,114	1.800	83,432
16	46,351	1.575	73,003	1.690	78,333	1.825	84,591	1.875	86,908
18	46,351	1.600	74,162	1.720	79,724	1.860	86,213	1.910	88,530
21	46,351	1.630	75,552	1.755	81,346	1.900	88,067	1.950	90,384
26	46,351	1.685	78,101	1.820	84,359	1.975	91,543	2.025	93,861
28	46,351	1.740	80,651	1.885	87,372	2.050	95,020	2.100	97,337
32	46,351	1.795	83,200	1.950	90,384	2.125	98,496	2.175	100,813

2026-2027: Base Salary $47,742
3% Increase on Base

Step	Base Salary	Index	B Degree	Index	150 Sem. Hrs.	Index	M Degree	Index	M+30 Hrs.
1	47,742	1.000	47,742	1.040	49,652	1.100	52,516	1.150	54,903
2	47,742	1.040	49,652	1.085	51,800	1.150	54,903	1.200	57,290
3	47,742	1.080	51,561	1.130	53,948	1.200	57,290	1.250	59,678
4	47,742	1.120	53,471	1.175	56,097	1.250	59,678	1.300	62,065
5	47,742	1.160	55,381	1.220	58,245	1.300	62,065	1.350	64,452
6	47,742	1.200	57,290	1.265	60,394	1.350	64,452	1.400	66,839
7	47,742	1.240	59,200	1.310	62,542	1.400	66,839	1.450	69,226
8	47,742	1.280	61,110	1.355	64,690	1.450	69,226	1.500	71,613
9	47,742	1.320	63,019	1.400	66,839	1.500	71,613	1.550	74,000
10	47,742	1.360	64,929	1.445	68,987	1.550	74,000	1.600	76,387
11	47,742	1.400	66,839	1.490	71,136	1.600	76,387	1.650	78,774
12	47,742	1.440	68,748	1.535	73,284	1.650	78,774	1.700	81,161
13	47,742	1.480	70,658	1.580	75,432	1.700	81,161	1.750	83,549
14	47,742	1.520	72,568	1.625	77,581	1.750	83,549	1.800	85,936
16	47,742	1.575	75,194	1.690	80,684	1.825	87,129	1.875	89,516
18	47,742	1.600	76,387	1.720	82,116	1.860	88,800	1.910	91,187
21	47,742	1.630	77,819	1.755	83,787	1.900	90,710	1.950	93,097
26	47,742	1.685	80,445	1.820	86,890	1.975	94,290	2.025	96,678
28	47,742	1.740	83,071	1.885	89,994	2.050	97,871	2.100	100,258
32	47,742	1.795	85,697	1.950	93,097	2.125	101,452	2.175	103,839

ARTICLE 10. SALARY SCHEDULE (Continued)

Tutor Salary Schedule

YEARS EXP.	Base	Index	Hourly Rate 2024-2025
1	$ 27.08	1.0000	$ 27.08
2	$ 27.08	1.0615	$ 28.75
3	$ 27.08	1.1249	$ 30.46
4	$ 27.08	1.1876	$ 32.16
5	$ 27.08	1.2484	$ 33.81
6	$ 27.08	1.3119	$ 35.53
7	$ 27.08	1.3742	$ 37.21

2024-2025	3.50%
2025-2026	3.50%
2026-2027	3.00%

ARTICLE 11. SUPPLEMENTAL DUTIES

Supplemental Duty Salary Schedule

1. Filling the following positions is at the discretion of the Board upon recommendation of the administration. Such decisions shall be based upon the number of students involved and financial considerations.

2. When new supplemental positions are added, the administration may make initial placement on the extra duty salary schedule, subject to negotiation at the next round of bargaining.

3. During the term of this contract, if a bargaining unit member believes that a position should be added to the list of supplemental contract positions in the contract, he/she shall submit the proposal to the FUEA building representative, who will then discuss it with the FUEA President and the building principal. Then, if endorsed by the FUEA, the unit member will provide to the principal a written description of the duties and responsibilities of the position and the amount of time spent on the job. The Administration will then evaluate whether to add this position and, if so, it will be placed on the schedule, subject to bargaining when the contract expires.

4. If the administration determines that an additional supplemental position is necessary, the Principal will discuss it with the FUEA Building Representative and the Superintendent, who will then inform the FUEA President. The new position will be placed on the supplemental duty salary schedule, consistent with similar existing positions, if any, subject to negotiation at the next round of bargaining.

5. Salary experience level for those teaching summer programs will reflect the experience levels in effect for the immediately preceding school year.

6. Dual enrollment/College Credit Plus (CCP) shall be paid per class/course taught. Semester long classes/courses shall be paid per semester (March for 1st semester classes/courses and June for 2nd semester classes/courses). Year long courses shall be paid per year (June).

7. Supplemental Contract Payment Schedule

Seasonal positions will be paid at the conclusion of the season as follows:

- Fall Seasonal Supplementals shall be paid in November;
- Winter Seasonal Supplementals shall be paid in March;
- Spring Seasonal Supplementals shall be paid in June;
- Summer Seasonal Supplementals shall be paid in September.

Year long positions shall be paid in two equal installments in November and June.

Other

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

8. These percentages are multiplied times the current BA/one (1) year experience salary level.

9. If permitted by their work schedule, coaches who work in the elementary schools are permitted to leave their building prior to the official end of the workday for activities related to their awarded supplemental. The unit member shall notify their building principal when they will be utilizing early departure.

GROUP	0 - 1 YEARS	2 - 4 YEARS	5 - 9 YEARS	10 –17 YEARS	18+YEARS
I	.12	.14	.16	.165	.17
II	.10	.12	.14	.145	.15
III	.08	.10	.12	.123	.126
IV	.075	.095	.11	.113	.116
V	.07	.08	.09	.093	.096
VI	.06	.07	.08	.083	.086
VII	.045	.055	.065	.068	.071
VIII	.04	.05	.06	.063	.066
IX	.03	.04	.05	.053	.056
X	.015	.0225	.03	.033	.036
XI	.01	.015	.02	.023	.026

Supplemental Duty Salary Groupings

GROUP I
Director of Music
Head Football
Marching Band
Musical/Play Director
Head Basketball
Head Cheerleading
Choral Director
Head Wrestling
Head Baseball
Head Softball
Head Track
Head Volleyball
Head Cross Country
Head Golf
Head Soccer

GROUP II
Athletic Activities
Game Site Manager

GROUP III
Pep Band
Asst. Varsity Football
Asst. Varsity Basketball
Asst. Varsity Volleyball
Asst. Varsity Softball
Asst. Marching Band
Marching Band Corps
Asst. Varsity Baseball
Asst. Varsity Wrestling
Asst. Varsity Track
Asst. Varsity Soccer

GROUP IV
Reserve Basketball
Reserve Football
Reserve Soccer
Reserve Baseball
Reserve Softball
Reserve Volleyball
Reserve Golf
Reserve Cheerleading

GROUP V
H.S. Yearbook
Freshman Basketball
Freshman Football
Freshman Volleyball

GROUP VI
Middle School Football
Middle School Volleyball
Middle School Track
Middle School Cross Country
Middle School Baseball
Middle School Softball
Middle School Cheerleading
Middle School Wrestling
Middle School Basketball

GROUP VII
Summer Football
Summer Basketball
Summer Baseball
Summer Softball
Summer Volleyball
Summer Soccer
Summer Marching Band Corps
Summer Music
Wrestling Conditioning
Weight Training
Indoor Track
E.L.J.W.B. Jazz Ensemble
Director of Guidance

GROUP VIII
Class Advisor
Middle School Honor Society
High School Honor Society
Academic Challenge Adv.
High School Student Council
Middle School Student Council
Middle School Yearbook
Homecoming Dance

GROUP IX
Math Counts
Key Club
Robotics
Leo Club
Art Club
Power of the Pen
Foreign Language Club

GROUP X
Business Technology Club
Future Teachers of America

GROUP XI
Technology Liaison
Variety Show
Spelling Bee
Right-to-Read
Geography Bee

***** If one person serves 2 roles (Head Girls Track and Head Boys Track) they would receive 2 supplementals.
DUAL ENROLLMENT / COLLEGE CREDIT PLUS ($2,000 per class/course)
COORDINATOR/SUPERVISORY POSITIONS ($150 Stipend)
RESIDENT EDUCATOR MENTOR ($500 Each)

Supplemental for Athletic Director:

When held by a bargaining unit member, the Athletic Director shall be paid a supplemental contract of .27 of the base teacher's salary step at (one) 1. While the district currently provides one-half day release from teaching duties to perform AD duties, if the current holder of the AD supplemental is no longer in that position, this allocation of time may be adjusted. The AD position/supplemental contract will not be a bargaining unit position supplemental if it is awarded to an administrator.

Summer Supplemental Positions

1. **Summer School Tutoring**

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

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

YEARS EXP.	Base	Index	Hourly Rate 2024-2025
1	$ 27.08	1.0000	$ 27.08
2	$ 27.08	1.0615	$ 28.75
3	$ 27.08	1.1249	$ 30.46
4	$ 27.08	1.1876	$ 32.16
5	$ 27.08	1.2484	$ 33.81
6	$ 27.08	1.3119	$ 35.53
7	$ 27.08	1.3742	$ 37.21

2024-2025	3.50%
2025-2026	3.50%
2026-2027	3.00%

Summer school tutors will have at least ten (10) hours of paid planning time prior to the start of summer school and then one (1) hour per day during the summer school program.

   C. **High School Summer Physical Education**

The summer school tutor schedule will be used for members who teach high school summer physical education.

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

Department Heads and Instructional Leaders

Department Head and Instructional Leader positions shall be posted and awarded annually at the discretion of the Board upon recommendation of the administration. The District Leadership Team (DLT) shall consist of Department Heads and Instructional Leaders. Any other staff member assigned to the DLT by the Superintendent that is not a Department Head or Instructional Leader will be eligible for the $850 stipend. The Superintendent shall determine how many members are on the DLT. All Department Head and Instructional Leader positions will be paid in one (1) lump sum in June.

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

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

Secondary Level Department Head (stipend $850.00)
(three (3) or more individuals per department)

Secondary (9-12)
1 from Math
1 from Science
1 from Social Studies
1 from Language Arts
1 from Elective Courses (Music, Art, PE, Foreign Language, etc.)
1 from CTE Programs
1 from Special Education

Elementary Instructional Team Leader (stipend $850.00)
One (1) for each grade level per building as follows:
1 from K
1 from Grade 1
1 from Grade 2
1 from Grade 3

1 from Grade 4
1 from Grade 5
1 from Grade 6
1 from Grade 7
1 from Grade 8
1 from K-4 Special Education
1 from 5-8 Special Education
1 from K-4 Specials
1 from 5-8 Specials or Electives

Student Teacher Supervisor/Professional Internship Supervisor
(stipend = University reimbursement)

Funds from the college/university are paid directly to the school. To receive the university/college stipend, the student teacher supervisor will submit to the Treasurer a signed copy of the college/university agreement as receipt of completed duties.

ARTICLE 12. PAY PERIODS

Not earlier than July 1, 2025, twenty-four (24) paychecks shall be distributed to unit members according to a schedule mutually agreed to by the parties. Through June 30, 2025, twenty-six (26) paychecks will be continued consistent with the previous agreement.

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

ARTICLE 13. PAYROLL DEDUCTIONS

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

A. Payroll deductions may be made in the following areas:

1. **Association Dues**

A. A unit member may have dues of the National Education Association (NEA), the Ohio Education Association (OEA), Central Ohio Education Association, Inc. (COEA) and the Fairfield Union Education Association (FUEA) deducted.

B. Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in

an amount determined by the Union. Deductions shall begin with the first pay period in October.

C. The Association will provide the Treasurer signed, payroll deduction authorization forms, including the annual amount of Association dues and/or assessments to be made on or before October 1 annually.

D. Dues authorization will continue annually, thereafter, unless a member revokes such authorization.

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

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

A. Deductions may be requested in equal amounts for savings accounts any time.

B. Deductions may be requested in equal amounts for loans at any time during the year.

C. Credit union deposits are made semi-monthly.

3. **United Way**

4. **Fund for Children and Public Education**

5. **Tax Sheltered Annuities**

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

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

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

1. The amount to be picked-up on behalf of each unit member shall be the rate set by the State Teachers Retirement System. The unit member's annual compensation shall be reduced at no cost to the Board, by an amount equal to the amount picked-up by the Board for the purpose of State and Federal Tax only.

2. The pick-up percentage shall apply uniformly to all unit members as a condition of employment.

3. No unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the unit member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a unit member's contract).

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

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

ARTICLE 15. INSURANCE

1. General Provisions

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

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

B. Effective July 1, 2021 all unit members employed as of June 30, 2018 shall pay fifteen percent (15%) of the premium and the Board shall pay eighty-five percent (85%). Effective July 1, 2022, all unit members employed as of June 30, 2018 shall pay sixteen percent (16%) of the premium and the Board shall pay eighty-four percent

(84%). Unit members employed (or re-employed) on or after July 1, 2018 shall pay twenty percent (20%) of the premium and the Board shall pay eighty percent (80%).

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

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

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

E. Health Insurance:

1) Plan B will be provided to all employees beginning with the 2018-19 contract.

2) Each member will have the option to Purchase Plan A (currently offered 2017-2018 plan) by paying the full difference in premium cost between Plan B and Plan A.

3) A member who chooses to buy Plan A may move to Plan B during any open enrollment period. Once a member moves to Plan B, the member may not move back to Plan A.

4) Plan B will be provided to all new hires beginning with the 2018-19 contract at a cost to new employees of twenty (20%).

5) If the "Cadillac tax" under the Affordable Care Act (ACA) or any other federal law would require the Board to pay a tax as a result of the cost of the Board's health insurance plan provided to employees, the FUEA and the Board will meet to

change the health insurance plan so that no tax will be required to be paid.

2. **Medical and Prescription Insurance Summary**

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

3. **Group Life Insurance**

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

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

4. **Dental Insurance**

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

Refer to part G of Agreement, number 3 for a summary of benefits.

5. **Vision Insurance**

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

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

ARTICLE 16. SEVERANCE PAY

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

1. To be eligible for severance pay, the Board must accept the unit member's resignation for the purpose of retirement or a former unit member may apply to the Board for severance pay no later than thirty (30) days after the last paid date of service with the Fairfield Union Local School District and the Board officially accepts the unit member's move from active employment to the retirement system.

2. Severance pay shall be for the unit member's accrued but unused sick leave days at the time of retirement based on one-fourth (¼) of the value of the unused sick leave days to a maximum of sixty (60) days.

3. Payment shall be based upon the unit member's daily rate of pay at the time of retirement.

4. Payment for sick leave in form of severance pay shall be considered to eliminate all sick leave credit accrued by the unit member at that time.

5. Severance pay will be made in one (1) lump sum.

6. Payment shall be made payable to the estate in the event of a unit member's death prior to retirement or filing for retirement regardless of length of service.

7. Contributions to the unit member's retirement system based upon moneys paid for accrued unused sick leave will not be made by either the Board or the unit member.

8. Severance pay shall be paid by check within sixty (60) calendar days after the unit member's effective date of retirement. However, if the retired unit member dies prior to receipt of severance pay, such severance pay shall be made to the deceased retiree's heirs, successors, or assignees as provided by law or the courts. The pay shall be subject to all legal deductions.

9. The unit member who has accumulated the maximum sick leave and retires with at least twenty-eight (28) years of service will receive a retirement bonus of seventy-five (75) days severance pay. Payment of the bonus will be in lieu of the sixty (60) days severance payment provided for in this Article.

ARTICLE 17. TUITION REIMBURSEMENT

The rate of tuition reimbursement shall be a rate of seventy-five percent (75%) of the actual tuition cost per hour not to exceed the undergraduate or graduate tuition rate at Ohio University – Athens. Reimbursement shall be made upon receipt of the grade slip from the institution. This reimbursement shall apply to course work related to the following:

A. New or additional certification/licensure;

B. Upgrade or renew current certificate/license;

C. Courses taken in response to a particular area needed for improvement as indicated in the unit member's evaluation;

D. Other work upon prior approval of the Superintendent.

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

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

2. When the university fee structure is less than the reimbursement rate cited above, the Board will pay only seventy-five percent (75%) of the actual tuition cost to unit member.

3. Part-time unit members shall be entitled to tuition reimbursement benefits on a pro-rated basis as follows:

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

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

No bargaining unit member will be reimbursed for more than eighteen (18) semester hours per school year (July 1 – June 30). All hours will be converted to semester hours (1.5 quarter hour – 1 semester hour).

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

1. The annual cap for a given year shall be divided by percentages:

a. 40% Summer Term
b. 30% Fall Term
c. 30% Spring Term

2. Should the total dollar amount of the requests exceed the budgetary cap for a particular term, then the amount exceeding the cap will be converted into a percent of the cap for the term. For example: the cap for Fall term, 2015 will be $12,985.50; Assume requests totaling $15,000, exceeding the cap by $2,014.50 ($15,000 - $12,985.50 = $2,014.50 divided by $15,000 = $13.4%). Thus, each request would be reduced by 13.4% of the stated reimbursement amount.

3. If there is a positive balance in summer or fall terms then the balance will be carried forward to the next term. At the end of the fiscal year (Spring term), any unspent balance below the annual budgetary cap will be distributed to members who received less than the full allowable reimbursement during the current fiscal year.

4. Procedures for submitting requests for reimbursement are as follows:

   a. The deadline for submission of requests for reimbursement will be as follows:

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

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

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

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

   c. Should a grade slip or letter from the university not be available to turn in by these dates, the reimbursement will not be paid until the end of the next term.

   d. Requests for reimbursements must include proof of payment, which may be a canceled check, a credit card receipt, or a university fee receipt which itemizes all of the tuition charges separate from all other university fees. If the above proof of payment is not itemized, then the university fee schedule must be provided with the request.

e. The following procedures will be used for workshops that include college credit:

1) If an approved workshop offers an option for tuition reimbursement with an additional fee, the district will pay for the workshop according to Article 24 – Professional Leave and seventy-five percent (75%) of the tuition cost.

2) If the workshop has one fee that includes college credit as part of the registration fee, the district will pay the workshop cost according to Article 24 – Professional Leave.

3) If the CEU fee is included in the workshop registration fee, then the district will pay the CEU processing fee. If the CEU fee is a separate and additional fee, then the CEU credit is the responsibility of the unit member.

5. When a unit member's contract is resigned, non-renewed, or terminated, the unit member shall not be eligible to receive reimbursement for any courses taken during the term in which the resignation, non-renewal, or termination is effective unless the course was completed before the effective date of the resignation.

ARTICLE 18. MILEAGE REIMBURSEMENT

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

ARTICLE 19. COURTESY PASS

Each unit member will use their school identification badge to gain admittance for themselves and one guest to all school events.

PART C. LEAVES

The Board recognizes there will be situations that necessitate the use of leave by unit members during the course of a school year. The following articles address types of leave available to unit members other than FMLA leave, and the appropriate steps for requesting leave. It is important to note that a failure to follow proper procedures in requesting leave or missing work without an approved form of leave available could result in disciplinary action. The parties retain all rights and obligations under the Family and Medical Leave Act regarding FMLA leave. Per Board Policy GBR-R, the District requires employees to use any accrued and unused paid personal or sick leave concurrently with unpaid FMLA leave.

ARTICLE 20. UNPAID LEAVE OF ABSENCE

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

A. Leaves shall be without pay and without increment in the salary schedule. A unit member on a limited contract who has been granted a leave of absence will have the contract run concurrently with the leave of absence. In short, the contract will not be held suspended in time until the return of the unit member.

B. Consideration will be given to requests for a leave of absence for any of the following reasons:

1. Illness.
2. Illness in the immediate family.
3. Disability.
4. Educational work at a college or university. This work must be in a program of studies leading to an advanced degree.
5. Pregnancy or adoption.
6. Military Service.

C. Unit members, in good faith, will notify the Board by March 1, of their intent to return or not to return. This notice is non-binding and is merely to help the Board in planning.

D. Dock days may be requested for short-term leaves of absence for reasons other than those listed in Article 20 (B), in accordance with Appendix 4 of the negotiated agreement.

E. The parties intend for this article to supersede and take the place of any conflicting provisions of ORC 3319.13.

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

ARTICLE 21. SICK LEAVE PLAN

1. A. There shall be fifteen (15) days of sick leave per school year for each full-time unit member of the Board. The basis for determining days of sick leave shall be one and one-fourth (1¼) days per month for twelve (12) months. Sick leave shall be cumulative to a maximum

of two hundred forty (240) days. If necessary, up to two (2) days of unused personal leave may be used to reach the two hundred forty (240) day cap.

B. A new unit member shall be advanced ten (10) days of sick leave when employment begins.

C. If a unit member is employed during the school year, days of sick leave shall be credited in proportion to the fractional part of the term which remains at the rate of one and one-fourth (1¼) days per month.

D. Sick leave may be used only in increments of one-half (1/2) day or one full day. This does not limit or interfere with the principal's discretion to accommodate a unit member's request.

2. Proof of absence for any reason, including illness, must be established with the Superintendent.

A. Each absence must be entered in the school's automated attendance system by the unit member. The unit member will certify one of the following reasons for the absence: (1) personal illness, (2) family illness, (3) death.

B. Each unit member shall be required to enter his/her absence to justify the use of sick leave. Falsification of a sick leave absence shall be grounds for disciplinary action including dismissal.

C. A unit member who has been absent more than five (5) consecutive days for personal or family illness may be requested to submit a statement from an attending physician.

3. A unit member may use a part or all of the accumulated sick leave to the maximum accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum by regular attendance. Illness shall include pregnancy as certified by a physician; a unit member may take a leave of absence or accumulated sick leave days may be used to cover this leave of absence.

A. A unit member may use sick leave for absences related to the adoption of a child under the following terms:

1) Members may use up to thirty (30) work days from:

a) accumulated sick leave; or

b) if the member does not have sufficient accumulated sick leave, the member may obtain days from the sick leave bank, subject to the conditions and requirements of paragraph 11 below.

2) Members must provide thirty (30) calendar days' advance notice of the need for adoption leave, when circumstances permit.

3) Adoption leave is not available for adoption of a child who has previously resided with the member or the member's spouse as a foster child or for the adoption of the child of the member or member's spouse.

4. Sick leave may be used without loss of pay for a death in the immediate family up to the total number of days the unit member has accumulated.

5. Sick leave may be used without loss of pay up to the total number of days the unit member has accumulated due to illness in the immediate family. Additional days may be granted by requesting leave without pay. Also, see Item 11 of this Article.

6. Immediate family shall be interpreted to include parent, brother, sister, child, grandchild, grandparent, spouse, father-in-law, mother-in-law, stepchild or anyone living in the same household who is dependent upon the unit member for care.

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

7. Not more than three (3) days of the accumulated sick leave may be used at any one time without loss of pay in the case of death of a person other than those listed in Item 6.

8. Unit members who have sick leave credit which was earned in other school systems, public agencies or services, will receive credit in the Fairfield Union Local School District according to the requirements established in 3319.141 of the Revised Code of Ohio.

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

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

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

10. A teacher who is called for jury service in a court of law shall be excused from work for the days on which he or she serves, and shall receive for each such day of jury service on which he or she otherwise would have worked their per diem rate of pay. The employee will submit a statement of attendance issued by the clerk of courts to the Treasurer as proof of attendance. Such leave will not be deducted from a teacher's sick leave or personal leave. Furthermore, court leave (up to three (3) days) shall be granted in all cases where teachers are subpoenaed or summoned to appear in a Grand Jury hearing or appear in any court cases in which they are not parties. The same rule for reimbursement and usage of days will apply as for jury duty.

11. Members may contribute to the sick leave bank from the beginning of school to September 25 and from January 1 through January 25 of each school year by submitting the form prescribed by the Association to the Association President. Donations may come from sick leave with each donated day reducing the member's accrued sick leave by the same amount. The Association President shall submit to the Board Treasurer no later than September 30 and January 31 of each school year the number of days that have been donated and by whom. No more than a total of two hundred and fifty (250) days may be used by the members in any school year.

    The procedures of the sick leave bank will be as follows:

    A. Any bargaining unit member is eligible to use the sick leave bank.

    B. Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.

    C. Any sick leave days donated will forever be forfeited by the member.

    D. Members must have exhausted their own accumulated sick leave and any days advanced by the Board prior to receiving any days from the bank.

E. Any member who is on unpaid leave of any type is not eligible for sick leave bank days.

F. Sick leave bank days cannot be used for someone whose application for STRS disability retirement has been approved or to extend the time a member is on paid sick leave before disability retirement becomes effective.

G. Sick leave bank days shall only be granted for catastrophic, prolonged, or chronic personal illness or injury to the member or a member of the bargaining unit member's immediate family, as defined in Article 21, #6.

H. Members must submit in writing to the Association President the reason(s) for the request along with any physician's statement pertinent to the member's request. The Association President will notify the Superintendent of the impending absence(s).

I. Bargaining unit members may be granted, by way of transfer, up to twenty-five (25) sick leave days in any school year. A member who has received and used an initial twenty-five (25) days of transferred sick leave may request a transfer of additional days.

J. Any unused days in the sick leave bank at the end of the school year will carry over into the next school year. The sick leave bank will not exceed five hundred (500) days.

K. The Association President shall formulate any policies he/she deems necessary for the operation of this program.

L. The Association President shall be responsible for developing any forms that may be required. The Association President will give the Board Treasurer written notice to credit a particular number of days to a member. The Treasurer, upon receipt of donated days, shall add them to the member's sick leave time.

M. The determinations as to which members obtain donated sick leave and the number of days credited to a particular member are not subject to the grievance procedure.

12. This subsection shall apply solely to a bargaining unit member in the last year of his/her employment prior to retirement under the standards set forth by the STRS. A bargaining unit member who at the beginning of the school year in which he/she becomes or remains eligible to retire and has the maximum number of sick leave days accumulated will have placed in an individual sick leave pool thirty (30) sick leave days earned in the year

of retirement. At the end of the year, the accumulated sick leave days in the individual's pool shall be credited to the unit member only to the extent that the maximum of two hundred forty (240) days is not exceeded.

13. The purpose of this section is to provide tools for the District to curb sick leave abuse.

These tools shall not be utilized in an arbitrary and capricious manner. When a principal is concerned about a teacher's use of sick leave, the principal should confer with the teacher to determine if the district can assist the teacher with any problem that may be causing or contributing to the teacher's absence.

At any time, if the principal has reasonable suspicion that a teacher is abusing any claimed sick leave, the principal may require the teacher to present a doctor's excuse or other credible evidence that his/her use of sick leave is legitimate. Any member who is suspected of sick leave abuse may be required to attend a conference with the employee's building principal. Such member will be entitled to be accompanied by an Association representative, if requested. Evidence of sick leave abuse shall be considered on a case-by-case basis.

ARTICLE 22. REPORTING SICK LEAVE ABSENCE

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

When a unit member is absent for any reason under sick leave, an absence must be entered in the school's automated attendance system by the unit member.

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

ARTICLE 23. PERSONAL LEAVE

A unit member shall receive four (4) unrestricted personal leave days per school year. The unit member shall enter the request in the school's automated attendance system at

least twenty-four (24) hours prior to taking leave. The use of personal leave days shall be unrestricted except for the following limitations.

1. The number of unit members using a personal leave day shall not exceed the number set forth below on any days.

    a. High School - four (4) teachers maximum
    b. Rushville Middle School - four (4) teachers maximum
    c. Pleasantville School - two (2) teachers maximum
    d. Bremen School - two (2) teachers maximum

2. In an emergency situation the maximum numbers set forth in 1. above may be exceeded, and the limitation in 3. below may be waived. Emergencies will be determined by the building principal.

3. Personal leave shall not be available on any Parent-Teacher Conference day or Open House for a unit member who has scheduled conferences. A teacher may request to use a full day of short term leave without pay (Appendix 4) on a Parent-Teacher Conference day or Open House. The teacher does not need to exhaust their personal leave in order to utilize short term leave without pay for Parent-Teacher Conference day or Open House.

4. Holiday requests shall be submitted two (2) full weeks in advance of the holiday. The two (2)-week notice for personal day usage around a holiday can be waived by the Superintendent if the day requested is a make-up day. System seniority shall be utilized to determine eligibility.

5. Teachers may file a request with the Treasurer's office to cash in unused personal leave at the end of each school year at the rate of ninety-five dollars ($95) per day provided the teacher has reached his/her maximum number of accumulated sick days (two hundred forty (240) sick days).

One (1) unused personal leave day may be carried over into the following contract year by written request to the Treasurer's office, up to a maximum of five (5) total days per member at any one time. Any unused personal days not requested by the last day of school to be carried over shall be rolled over into sick leave as follows:

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

ARTICLE 24. PROFESSIONAL LEAVE

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

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

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

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

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

B. The decision to cancel may be made as late as the morning the workshop is scheduled; however, as a courtesy, the Principal will make an effort to notify the night before.

C. The district will reimburse the teacher for all documented expenses associated with the workshop.

D. Should several teachers be attending a workshop on the same date and should it not be necessary to cancel all attendance, then the order of cancellation will be the "date of request," which appears on the Request To Attend Professional Meetings Form, FU-0020, with the latest date to be the first canceled.

E. If several requests are approved with the same "date of request," then the cancellation order will be by seniority with the least senior teacher canceled first.

ARTICLE 25. ATTENDANCE INCENTIVE

1. Any unit member not using any personal or sick leave in a given year will receive a stipend of two days at his/her per diem rate for perfect attendance. Any unit member absent for only one (1) day receives one (1) day at his/her per diem rate. Use of professional leave will not affect this perfect attendance bonus. Donating sick leave is not considered as usage.

2. After receiving permission from the building principal to use permissive leave, principals shall permit teachers to leave his/her school for purposes of medical, emergencies, or to participate in school-related activities of his/her child. Each teacher may use such permissive leave up to four (4) occasions per year. Permissive leave may be utilized in ½ hour increments. Use of permissive leave will not disqualify the teacher for the attendance incentive provided above. The teacher is responsible for arranging for class coverage and no class coverage payment shall be paid for permissive leave coverage.

PART D. EMPLOYMENT RELATED PRACTICES

ARTICLE 26. SEQUENCE OF CONTRACTS

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

1. Upon initial employment, a one (1) year contract shall be issued.

2. The second contract issued shall be a two (2) year contract.

3. The third contract issued shall be for two (2) years.

4. The fourth contract issued shall be for five (5) years.

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

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

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

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

ARTICLE 27. NOTIFICATION AND POSTING OF VACANCIES

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

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

   A. Seniority

   B. Certification

   C. Individual qualifications as determined by the Superintendent

   D. Building staffing needs

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

2. A unit member desiring a transfer to another position whether or not a vacancy exists should submit a written request to the Superintendent and to the Principal by March 31st. Such written requests shall be reviewed annually and kept on file for one (1) year. The right of assignment of all personnel shall rest with the Superintendent as per ORC 3319.01.

3. The following procedures will be observed when it is necessary to reassign elementary unit members:

   A. Once the list of unit members to be reassigned is prepared, the unit members whose current assignment has been eliminated, but it is not necessary to conduct a RIF, will be identified in order of seniority. Unit members to be reassigned are those with the least seniority in the grade level affected at that building.

   B. Of this group of unit members, the most senior unit member will (1) consider available vacant positions for which certification is held, (2) bump the unit member with the least seniority throughout the district at that grade level or in that department, (3) bump the unit member with the least seniority at that building, (4) bump the unit member with the least seniority throughout the district within their area of certification.

C. Once the most senior unit member has exercised one of these options described in Item 2, then the next most senior unit member will consider the same options.

D. A unit member returning from a leave of absence will be required to choose a position from those vacant, as described in item 2. Such unit member will be included in the seniority list of unit members to be reassigned in order of seniority.

E. A unit member will have five (5) calendar days to exercise one of the options. If a unit member does not exercise one of the options within the five (5) calendar days, the unit member will be assigned a teaching position by the Superintendent.

F. A unit member to be reassigned will meet with the principal of the currently assigned building to have these procedures and the options available explained. This meeting shall be considered day one (1) of the five (5) calendar days option period.

4. Part-time non-certificated personnel will only be hired for special areas in situations where a certified person cannot be found after the Board has made every reasonable effort to hire a certificated person. Part-time personnel will only be hired for up to one (1) full school year at a time, and can only be rehired for a succeeding year if all the procedures of this Section have been followed and a certificated person still cannot be found. The search for a certificated person will continue throughout the school year with employment of the certificated person to begin at midyear or the beginning of the next school year. If a part-time non-certificated person desires continued employment beyond the first year, course work must be started toward certification prior to beginning a second year of employment.

ARTICLE 28. UNIT MEMBER EVALUATION

1. The Board and the Association agree to implement the OTES 2.0 model for evaluation for the duration of this contract.

a. Standards-Based Teacher Evaluation
The Board is responsible for adopting and implementing a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers as approved by the State Board of Education, as amended, which aligns with the "Standards for the Teaching Profession" as set forth in state law.

1) The FUEA and Board have agreed upon a Teacher Evaluation Committee that will consist of no more than five (5) teachers

appointed by the FUEA President and five (5) administrators appointed by the Superintendent. The teacher members will have a minimum of one (1) paid release day per month after the Committee is formed (and additional days if approved by the Superintendent) for Committee meetings. The evaluation committee shall monitor the evaluation system, timelines, and provide recommendations for improvement, if any, to submit to the Board and Association for approval, as needed.

2) A subcommittee will be established on the issue of High Quality Student Data (HQSD)

a) The subcommittee shall be comprised of Association members, not to exceed ten (10), appointed by the Association President. Subcommittee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g. music, art, intervention specialists) within the district. The curricular coordinator may serve as a non-voting member of the subcommittee whose role will be to attend committee meetings as a resource for the District.

b) Members of the subcommittee shall receive training in all aspects of OTES, the standards for the teaching profession and HQSD and teacher of record prior to service on the committee. The cost of any such training shall be born by the Board.

c) Members of the subcommittee shall receive release time for subcommittee work and training during the contractual work day.

d) The subcommittee shall act in accordance with state law and ODE requirements and shall not have the authority to supersede any section of this collective bargaining agreement.

2. Assessment of Teacher Performance

A. Teacher performance will be evaluated based on the Ohio Standards for the Teaching Profession and will be assessed through formal observations, informal observations also known as "classroom walkthroughs," and other methods of gathering teacher performance data.

B. How Often Teachers Are Evaluated

1) All teachers: All teachers shall be evaluated at least once each school year based on at least two (2) formal observations and classroom walkthroughs, except as provided below. The first observation should occur by January 15.

2) In year of nonrenewal: Teachers on limited contracts who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs.

3) The Board (or its Administration) may elect not to evaluate teachers as follows:

a) A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three school years unless it is determined, through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

b) A teacher who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two school years unless it is determined, through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

Note: In any year that the teacher is not formally evaluated under a) or b) above, a qualified administrator shall conduct at least one observation of the teacher and hold at least one (1) conference with the teacher.

C. A teacher who is on leave from the district for fifty percent (50%) or more of the school year, as calculated by the Board.

D. A teacher who has submitted notice of retirement and the notice has been accepted by the Board by December 1.

3. Procedures

a. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle. The first formal observation shall be a minimum of

thirty (30) minutes in duration, scheduled with the unit member. The remaining observations may be either scheduled or unscheduled.

i. A post-observation conference shall be held in accordance with the state framework. Either party may request a post-observation conference outside of the state framework. Should a post-observation conference occur, it shall take place not more than thirty (30) calendar days following the formal observation.

b. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. The final page is to be signed by both the principal and the teacher and placed in the teacher's personnel file, and should report the date and substance of the communication. 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. Written notice of nonrenewal will be provided by June 1st.

c. High Quality Student Data

i. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

ii. HQSD shall be used as evidence in any component of the teacher's evaluation where applicable.

4. Guidance Counselor Evaluations:

a. Each counselor will be evaluated in accordance with the teacher evaluations procedures, as set forth in items 2. and 3.a. and b. above.

b. Each school counselor will be evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics, which will determine the holistic final summative rating of effectiveness according to ODE requirements. The choice of metrics for student outcomes will be determined locally by the supervisors and will include information from the school or district's report card when appropriate.

c. School counselors will be assigned a rating of Accomplished, Skilled, Developing, or Ineffective.

5. Bargaining unit members who are not subject to the Ohio Teacher or Ohio School Counselor evaluation systems will be evaluated annually consistent with procedures provided to them.

6. Fairfield Union Student Feedback

All staff are encouraged to have students complete a Student Feedback Form. The results will be for the unit member's review and analysis only. The unit member may share the results with the evaluator at the unit member's discretion. (See example in Appendix 5)

7. Job Description/Performance Responsibilities

The Fairfield Union Local School District Board of Education is an equal opportunity employer.

Title: Classroom Teacher

Qualifications:

1. Valid state of Ohio teaching certificate for the assigned grade levels/subject areas.

2. Such alternatives to the above as approved by the Board of Education.

3. Criminal background check does not reveal any criminal violations that would preclude employment in a public school setting.

4. Compliance with all drug-free workplace requirements.

5. Compliance with all Board policies.

6. Compliance with Licensure Code of Professional Conduct for Ohio Educators.

Reports to: Principal

Job Goal: Plan and implement learning experiences. Facilitate student learning matter and/or skills that will contribute to their development.

Essential Functions:

The following are the essential job duties and responsibilities associated with the position. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

1. Meets and instructs assigned classes in the locations and at the times designated.

2. Develops rapport with parents, community and school personnel.

3. Makes provisions for being available to students and parents for education-related purposes outside the instructional day when necessary.

4. Cooperates with other members of the staff in planning instructional goals, objectives, and methods.

5. Assists the administration in implementing all policies and/or rules governing student life and conduct.

6. Develops reasonable rules of classroom behavior and procedure. Upholds the student conduct code. Implements effective pupil management procedures.

7. Observes confidential nature of personally identifiable information relating to pupils, parents, or school personnel.

8. Strives to implement by instruction and action the district's philosophy of education, instructional goals, and objectives.

9. Guides the learning process toward the achievement of curriculum goals; establishes clear objectives for all lessons, units, and projects.

10. Evaluates student progress on a regular basis, both formally and informally.

11. Is alert to disabilities of students and seeks assistance of district specialists in meeting the needs of all students with disabilities.

12. Plans a program of study that meets the individual needs, interests, and abilities of students.

13. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students. Maintains a thorough understanding of subject material. Creates effective student learning experiences.

14. Employs a variety of instructional techniques and instructional media consistent with the needs and capabilities of the individuals or student groups involved.

15. Works to establish and maintain open lines of communication with students and their parents concerning both the academic and behavioral progress of all assigned students.

16. Assists in the selection of books, equipment, and other instructional materials.

17. Supports school activities through participation and/or attendance.

18. Attends staff meetings and serves on staff committees, subject to the Negotiated Agreement.

19. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.

20. Provides for own professional growth through an ongoing program of reading, workshops, seminars, conferences and/or advanced course work.

21. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.

22. Prepares for classes assigned and shows written evidence of preparations.

23. Meets deadlines as established by the administration.

24. Other reasonable duties and responsibilities assigned by the building principal.

25. Develops lesson plans that reflect course of study.

26. Provides instruction to students that reflects course of study.

27. Dresses professionally and appropriately.

28. Assists the Intervention Specialist and/or 504 District Representative to prepare and implement Section 504, Individualized Education Plans (IEP), and/or other interventions for assigned students meeting eligibility requirements. The primary responsibility for preparing the IEP/504 plan shall rest with the Intervention Specialist and/or the 504 District Representative.

29. Maintains a professional demeanor with students and parents.

30. Provides appropriate supervision for all students.

Skill and Abilities Required:

The following personal abilities and skills are required to successfully carry out essential functions.

- Physical ability to supervise students of various ages and activity levels.
- Ability to organize tasks and manages time effectively.
- Ability to effectively manage individual, group, and organizational interactions.
- Effectively uses listening, observation, reading, verbal, nonverbal, and writing skills.
- Uses diplomacy and exercises self-control when dealing with other individuals.
- Maintenance of regular and predictable attendance and consistent punctuality.

Work Duties/Environment may involve:

- swift movement, lifting, carrying, and moving work-related supplies/equipment.
- traveling to meetings and work assignments.
- working under time constraints to meet deadlines.
- exposure to blood-borne pathogens, bodily fluids, blood, and communicable diseases.
- occasional interaction with aggressive, disruptive, and/or unruly individuals.
- regular requirement to sit, stand, walk, talk, hear, see, read, speak, reach, stretch with hands and arms, stoop, crouch, and kneel.
- lifting and carrying of instructional/office supplies and materials up to a maximum of twenty (20) pounds.
- repetitive hand motion, e.g., typing, computer, writing.

Medical reasons may modify these work duties through reasonable accommodations.

This job description identifies general responsibilities and is not intended to be a complete list of all duties performed. This document is subject to revision and change.

I have received and reviewed a copy of this job description and I can perform these duties with or without reasonable accommodation.

Employee Signature

Date

8. Professional Growth Plan (PGP)

   a. Based upon the results of the annual teacher evaluation, each teacher, media specialist, school counselor, speech pathologist, tutor and nurse must develop a professional growth plan as set forth in OTES.

   b. PGPs shall be aligned to the teacher's evaluation and include one (1) component of the District's and Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

   c. No PGP will cover more than one (1) domain nor will it contain more than two (2) achievable goals per evaluation cycle.

9. Professional Improvement Plan

   a. Written improvement plans are to be developed in the circumstances when a unit member receives a district evaluator's rating of ineffective or developing in any area of the OTES rubric.

   b. A unit member whose performance deteriorates after school opens may, until December 1, be transferred to the Professional Improvement Program.

   c. The unit member may request a third party observation to be conducted by a curriculum consultant employed by the Fairfield County ESC.

   d. Upon the request of the evaluator and/or unit member, Instruction Leader (elementary), Department Head (secondary) or another mutually agreed upon unit member may be asked to observe and assist a staff member identified for the Professional Improvement Program.

   e. Improvement Plans shall be aligned to the teacher's evaluation and include one (1) component of the District's and Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

   f. Generally, no Improvement Plan will cover more than two (2) domains nor will each domain contain more than two (2) achievable goals per evaluation cycle.

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

When the Board determines that it is necessary to reduce the number of teacher positions, reduction may be made by suspension of contract. A RIF may occur for the following reasons: (a) decrease in pupil enrollment, (b) suspension of school or territorial changes, (c) return to duty of a teacher from a leave of absence, (d) when financial conditions will not support state mandated programs or expenditures.

A. PROCEDURES FOR REDUCTION

1. If the Board effects a reduction in force, staff reduction shall be by suspension of teachers' contracts. Such contract suspension shall comply with Section 3319.17, Ohio Revised Code. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts in all cases.

2. The Association will be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to what teacher(s) shall be suspended.

3. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.

4. Non-tenured teachers holding temporary certification will be the first suspended.

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

6. An administrator who received a continuing contract as a teacher in the Fairfield Union School District will receive credit for all years of continuous service in Fairfield Union. Any other administrators' seniority will be based solely upon continuous service as a teacher in Fairfield Union. The administrator who is subject to being RIF'd may displace a teacher in the administrator's area of certification and on a seniority basis. A retired administrator may not displace a teacher or tutor.

7. Fully certificated teachers who hold limited contracts will be the next suspended.

8. The unit member so identified shall then replace the lowest senior person on the seniority list in that area of certification for which the unit member is qualified, provided the evaluation requirements outlined below are met.

9. In case the unit member so identified has more than one area of certification, the unit member may replace the lowest senior person in another area of his/her certification, provided the evaluation requirements outlined below are met.

10. Reductions shall be made by the Superintendent in those areas of certification/licensure commended for reduction shall be as follows:

    a) Those limited contract teachers with a final holistic evaluation rating of "ineffective" shall be suspended first.

    b) Teachers with a limited contract and a final holistic evaluation rating of "developing" and who have an improvement plan shall be suspended next.

    c) Teachers with a limited contract and a final holistic evaluation rating of "developing" without an improvement plan will be the next to be suspended.

    d) Teachers with a limited contract and final holistic evaluation rating of "skilled" shall be suspended next.

    e) Teachers with a limited contract and a final holistic evaluation rating of "accomplished" shall be suspended next.

    f) If it becomes necessary to suspend contracts of continuing contract teachers, they shall be suspended in the same order as set forth above for limited contract teachers, beginning with teachers who have a final holistic evaluation rating of "ineffective."

12. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force and who meets evaluation requirements as defined above, shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of the layoff. A member displaced according to this section has the same displacement rights vis-à-vis any less senior member.

13. Tutors:

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

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

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

A tutor with five (5) or more years of seniority may not be displaced by a teacher with less seniority, unless the teacher holds a continuing contract.

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

B. SENIORITY

1. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:

   a. Total years of continuous service with the school district.

   b. Total years of teaching experience in Ohio.

   c. The date of the Board meeting at which the unit member was hired; and then by

   d. The date the unit member signed the initial employment contract in the district; and then

   e. Any remaining ties will be broken by lot.

2. Continuous employment shall include all time on sick leave, all time on Board approved paid leave, and all time during suspension of contract due to reduction in force. An unpaid leave of absence shall not constitute a break in continuous service; however, time on such leave shall not count as service time for seniority.

3. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to nonrenewal or termination of contract.

C. RECALL RIGHTS

Teachers whose contracts have been suspended in accordance with this Article because of reduction in force shall have rights to recall as follows:

1. All rights provided in this provision for teachers on recall status shall be limited to twenty-four (24) months. The twenty-four (24) month period

shall begin the day following the last actual work date of the employee being laid off. However, a teacher suspended with an evaluation rating of "ineffective" shall not be placed on the RIF list and shall not be recalled.

2. Teachers whose contracts were suspended pursuant to this Article shall be recalled in reverse order of layoff to positions for which they hold a proper certificate; however, a bargaining unit member on recall shall not have the right to bump or otherwise replace a bargaining unit member based upon a certificate/license obtained after the effective date of his/her layoff.

3. Teachers on recall status shall have the Superintendent informed of their current address, name change and telephone number. Notification on recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days from the date on which such notice is postmarked shall remove the teacher from recall status.

4. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave (plus any sick leave balance or deficit accumulated in other public service while on a suspended contract), and salary schedule placement effective at the time of layoff.

5. Whenever possible, a unit member who has been affected by RIF will receive first consideration as a substitute teacher.

6. Continuation of insurance coverage for unit members whose contracts are suspended in a RIF would be based on the carrier's policies and regulations. It will be the responsibility of the unit member to provide premiums to the Treasurer one (1) month in advance of the due date on the policy.

7. When a RIF is planned for the next school year, notice of a possible suspension of contract shall be given to unit members by May 15; however, actual suspension of the contract shall not occur before August 1st unless an emergency situation occurs (such as a reduction in State funds). In which case, unit members shall be given thirty (30) day notice prior to suspension.

D. NOTICE OF CONTRACT SUSPENSION

When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he/she shall give notice of such intent to the Association President fifteen (15) calendar days prior to Board action. A seniority list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment, followed by all nontenured teachers in the District in a like manner.

The Association President shall be supplied a copy of this list and each update upon request.

E. MISCELLANEOUS

A teacher on layoff due to a reduction in staff shall be eligible to participate in COBRA continuation coverage for a period of eighteen (18) months following his or her last actual work day, by the teacher making payment of the total monthly premium for such coverage. Such payments must be submitted as per schedule set by the Treasurer.

ARTICLE 30. SEPARATION - FAIR DISMISSAL - DISCIPLINE

1. Resignation

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

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

2. Termination of Contract by Board

A. Procedure for Termination for Cause

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

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

The Board must schedule the hearing to be held within thirty (30) days from the receipt of the written demand, and the Treasurer shall give the unit member at least twenty (20) days' notice in writing of

the time and place of such hearing. If the hearing is to be before a referee, the Treasurer must also give notice to the Superintendent of Public Instruction. No hearing may be held during summer vacation without the unit member's consent.

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

B. Other

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

3. Fair Dismissal

A. Fair Dismissal shall not apply to supplemental contracts.

B. In order for a non-renewal to be effective the evaluation procedure in this collective bargaining agreement shall have been observed.

1) Prior to a building principal making a recommendation for non-renewal, the principal shall utilize the evaluation procedure and/or improvement plan to identify performance deficiencies and make recommendations for improvement.

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

It should be recognized that it is primarily the responsibility of the unit member to correct deficiencies. (See Article 28 – Performance Improvement Plan.)

3) If the building principal determines through documented evaluation and observation that the unit member has not corrected noted deficiencies, and that the unit member's performance is going to result in a recommendation for non-renewal, the unit member shall have the right to a meeting with the Superintendent and the building principal prior to any recommendation for non-renewal being made to the Board. At this meeting the unit member will be given reasons based upon procedures established by this Agreement and the procedures set forth above for the non-renewal recommendation.

4) At a Board meeting no later than May, the Board shall act to either affirm or disaffirm the Superintendent's recommendation for non-renewal. Except in extreme circumstances, the Board will not disaffirm the Superintendent's recommendation for renewal.

4. Unit Member Discipline

A. No unit member may be subject to discipline except for just cause.

B. Disciplinary action is defined as any verbal or written reprimand, written warning, and suspension without pay. After five (5) years, any discipline document in the member's personnel file shall be removed to the Superintendent's file. However, if any subsequent discipline occurs, the five-year period restarts on the date of the subsequent discipline.

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

1st offense	-	Verbal reprimand
2nd offense	-	Written reprimand
3rd offense	-	Written reprimand and suspension without pay up to three (3) days
4th offense	-	Suspension without pay (five (5) day maximum); counseling or other assistance shall be required in connection with any suspension

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

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

2) The involved unit member shall be granted a conference and/or a hearing upon written request, with the Superintendent.

3) If disciplinary action is determined to be unjust or without cause, the Board will reinstate the unit member with back pay and benefits if pay and benefits were lost.

4) All disciplinary action is subject to the grievance procedure.

ARTICLE 31. PERSONNEL FILES

1. There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the office of the Superintendent.

2. Personnel files shall be open to inspection by the unit member and/or an authorized representative.

3. Unit members shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of performance and the unit member shall be given a copy of any material placed in the official file and delivery of said copy shall constitute notice.

4. If and when a unit member and the Superintendent/designee agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent/designee are unable to reach an agreement and the unit member still believes that the material contained in the file is irrelevant, inappropriate or false, such unit member shall have the right to attach a written statement to the disputed information and to request a determination by the President of the Board and the Association President.

5. Unit members shall have the right to inspect their personnel file at any time as long as such requests are during the normal working hours of the administrative offices.

6. In addition to the unit member's personnel file, only one (1) anecdotal file may be maintained by the district. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs 2, 3, 4 and 5 herein.

7. Unit members may include items in the respective official file pertaining to performance or contributions to the field of education.

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

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

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

ARTICLE 32. TEACHING CONDITIONS

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

1. There will be a communications committee in each school building within the district comprised of three teachers and the building administrator(s) at each K-4 building and six teachers and the building administrator(s) at the 5-12 level. Teachers on each committee shall be appointed by the Association President. The purpose of each committee will be to promote and foster communication at the building level regarding issues of concern in the building and/or district. Those issues will include, whenever any member of the committee deems appropriate, communication between administration and staff regarding student discipline, tracking of students who repeatedly violate school rules and communication between teachers and students who misbehave. The committee will meet on a regular basis to be determined by the principal and building representative. The date, time and location of the meetings will be announced and any staff member may attend. The Superintendent and Association President will meet to discuss any district–wide concerns and may become involved to assist in problem solving at the building level if called upon.

2. The school year shall consist of one hundred eighty-four (184) days. Two (2) professional development days and one (1) teacher classroom work day shall be incorporated into the calendar prior to the students' first day of school. The regular work day for individual unit members shall not exceed seven (7) hours and forty (40) minutes of consecutive time, inclusive of the lunch period. The call bell for students shall not be earlier than 7:10 a.m., and the teacher workday will not extend beyond 4:00 p.m., Monday through Friday, except by agreement between the FUEA and the Board, including the provision in Article 32, 2B, or as required by law.

A. Teachers new to the district will have a work year of up to one hundred eighty-eight (188) days. The additional days will be for orientation, other employment professional development requirements, and will be held before the first regular work day. The Association shall be granted one-half (½) hour for Association orientation of new teachers during one of the days as mutually agreed upon with the Superintendent.

B. The administration may schedule up to one (1) hour, four (4) times per year, of in-service/staff meetings, beyond the seven (7) hour forty (40) minute day. Except in extenuating circumstances, no meeting in the District shall be called without a one week notice. Attendees may include: all certified staff, including tutors.

In addition, unit members will be required to attend a maximum of two (2) building activities per year one of which will be open house/curriculum night excluding parent conferences, without compensatory time being given. Attendance at these events is in exchange for early release on the day before winter break and the final student day of each year. Attendance at other events and graduation is also encouraged.

3. All regular and special education classroom teachers employed for a full day shall be assigned at least one (1) period for non-pupil contact. This period shall be devoted to conferences, professional study, lesson preparation, or other such tasks appropriate for carrying out the duties of the position. This period shall not apply on days in which the student body schedules are altered for testing. If two (2) periods can be made available for non-pupil contact, the second non-pupil contact period shall be reserved for the discretion of building and district administration for such uses as professional development, team collaboration, and other tasks deemed appropriate by the administration for the enhancement of teaching and learning.

4. All regular classroom and special education teachers employed for a full day assigned to a K-4 building shall be granted a daily thirty (30)-minute release time from teaching duties (non-pupil contact period) during the times that students are assigned to physical education, music, art, or any other special class taught by specials teachers or aides currently offered in the school program as well as prior to student arrival at the beginning of the school day. This release time shall not apply on days on which student schedules are altered, including but not limited to two-hour delay and assembly schedule days. This release shall be devoted to conferences, professional study, lesson preparation, or other such tasks appropriate for carrying out the duties of the position. Teachers will work with the building principals

to log the additional time required to fulfill the Ohio Improvement Process (OIP) requirements. If the district is moved into a Tier on the OIP that requires more teacher time for professional development, team collaboration, and other tasks, the building and/or district administration will work with FUEA leadership to implement additional non-pupil contact per week for the enhancement of teaching and learning as required to meet OIP requirements.

5. In the event of an emergency or a shortage of substitute teachers, the Principal shall have the right to assign any regular classroom teacher, tutor or other certified staff to cover a class or assigned area. If a regular classroom or special education teacher is assigned to cover a class or assigned area during any or all of their non-pupil contact period on a given day, the assigned unit member will be paid thirty dollars ($30.00) for coverage that day. A teacher may request coverage from another teacher who has a conference period to cover his/her class, with the approval of the principal, and shall be paid thirty dollars ($30.00) per class.

6. Unit members shall be given keys or access cards to their teaching station and shall be allowed to have or check out keys to the lounge, work areas, interior hallway gates, and outside doors.

7. The Association shall have the right to make recommendations for the school calendar.

8. A calendar committee consisting of the Association President and a representative from the remaining three (3) buildings appointed by the Association President for a total of four (4) members, and four (4) members appointed by the Superintendent will meet and make recommendations to the Board regarding the school calendar for the following two (2) school years, when possible. In formulating the recommendation, the committee will consider fair week, spring break and the starting hours of the school day.

9. All unit members shall have at least a thirty (30) minute, duty-free lunch period.

10. Unit members shall be provided release time to work on the development of course(s) of study or curriculum committees and student diagnostic conferences.

11. Unit members shall not be required to complete reports related to a suspected handicapped child that extends the work day beyond seven (7) hours and forty (40) minutes.

12. The Administration shall make every reasonable effort to equitably distribute all duties among unit members within each building. A regular classroom teacher shall not be given more than one (1) duty per day (exclusive of classroom supervision) unless he/she and the building principal agree otherwise. Examples of a duty assignment include, but are not limited to, student supervision prior to the start of the school day or after the last student dismissal bell, recess, and during lunch.

13. A bargaining unit member who is required to attend an IEP, RTI, or IAT meeting after his/her regular work day will be compensated for time in attendance in quarter (1/4) hour increments at the tutor rate. If the IEP meeting begins more than one (1) hour after the end of the unit member's work day, he/she shall be compensated for at least one (1) hour at the base tutor rate and a quarter (1/4) hour increments at the base tutor rate for all time in attendance over one (1) hour.

14. A bargaining unit member who meets as a member of the IEP, RTI, or IAT team during the normal school day will not be compensated unless the meeting is during lunch. At the elementaries this would include the time when their classes are at physical education, music, or the library, as well as planning time within the normal school day, but prior to the arrival of students.

    The unit member may choose to use compensatory lunch time, if a substitute is available, in lieu of the compensation, and approved by the building principal. Any meetings before or after the normal school day will be compensated in ¼ hour increments at the base tutor rate.

15. The FUEA and Board agree to have two (2) supervising adults during recess.

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

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

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

18. Criteria for FUEA Involvement at Parent-Teacher Meetings

    A. If the parent/student is threatening any type of legal action.

    B. If the teacher requests, following an initial meeting with the parent or parent and administrator.

    C. If the parent/student is attempting to intimidate the teacher.

    D. If the parent/student is making accusations that are untrue.

    E. If the teacher wants to bring legal action against the parent/student.

    F. If the parent requests.

    G. If the IAT asks for FUEA representative to be there.

ARTICLE 33. CLASS SIZE

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

Teachers are responsible for notifying the principal if class enrollment is equal to or exceeds 25 students.

If the average number of students in the classroom is equal to or exceeds twenty-five (25) for five (5) consecutive days after the students' first day of attendance, teachers will receive a stipend of $850.

The following procedures will be observed:

1. Averages will be calculated based on the number of teaching periods for each individual teacher.

2. Special area assignments such as Intervention Specialists, Guidance, Nurse, Physical Education, Health, Music, Library, and Encore Classes are not eligible to receive a class size stipend.

3. In the event the number of students in a K-4 class or 5-7 class is equal to or exceeds the limits set forth in this Article by more than five (5) students

or six (6) students respectively, the Board shall hire an aide for the teacher for that class within ten (10) working days. After ten (10) working days, the affected teacher(s) shall receive the district's per diem substitute pay until an aide or teacher is in place.

4. Teachers who fall into #2 above and teach eligible classes would calculate their average only on those eligible classes.

5. Stipends will be paid each semester that the class size is equal to or exceeds the stated average. Payments will be made by January 31st and June 30th respectively.

At grades 9-12, a teacher who has five (5) or more daily class preparations will receive a stipend of eight hundred dollars ($800) per year payable in a lump sum by June 30th. A preparation is a class that is defined by a separate course of study. To be considered as a separate course of study, it must have prior approval of the principal. Intervention Specialists are not eligible for the class preparation stipend.

ARTICLE 34. INSERVICE/LATE ARRIVAL

The Board and administration will continue to provide late-arrival and/or early dismissal in-services for unit members. Any in-service provided beyond the work day will be voluntary, excluding the one (1) hour meetings/in-services outlined in Article 32, Item 2.B, and there will be no recrimination against a unit member for not attending such an in-service unless attendance is a mutually agreed upon job target within the evaluation process.

A late arrival and/or early dismissal day will be scheduled the last day of the grading period at each level; on these dates unit members will use the time for grading. The 3rd nine weeks late arrival and/or early dismissal time will be used for professional development or grading; and, the District and calendar committee will also schedule an additional Spring late arrival and/or early dismissal day for professional development or grading, such that each member will have one grading and one professional development segment on these two (2) dates.

PART E. OTHER PROVISIONS

ARTICLE 35. PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES

1. Nondiscrimination

   A. The Board shall not unlawfully discriminate against any unit member with respect to wages, hours, terms or other conditions of employment on the basis that the unit member has been exposed to or contracted a communicable infectious disease. For a unit member

who has contracted a chronic communicable infectious disease, the Board shall provide reasonable accommodation as required under the Americans With Disabilities Act.

B. No unit member shall be subjected to indiscriminate testing by the Board for a communicable/infectious disease.

ARTICLE 36. ASSAULT PROTECTIONS

1. Any unit member who has suffered an assault shall immediately report any assault to the building Principal or immediate supervisor and complete an incident report as requested by the Principal or designee. Any student who attacks/assaults a teacher shall be immediately removed from the teacher's classroom for a de-escalation period.

2. The building Principal will meet with the teacher to discuss the student's behavior following a behavioral altercation reported to the Principal's office under this section.

3. To the extent such information can legally be shared, administration shall inform each teacher being assigned a student of pertinent information the teacher needs to know from the student's IEP, ETR and/or behavior plan.

4. The Board shall pay for repair or replacement of personal property that is damaged as a direct result of an assault, upon approval of an application describing the incident, verified by an administrator, and upon submission of appropriate receipts or evidence of cost. The amount to be reimbursed shall not to exceed fifty dollars ($50.00) per incident, except that the actual cost to repair or replace prescription eyeglasses may be reimbursed in an amount not to exceed three hundred dollars ($300.00).

ARTICLE 37. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

ARTICLE 38. LEGISLATIVE MANDATES

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

committee will work until resolution is achieved or it is obvious that resolution is impossible at this point.

2. In case of resolution or impasse, the Board will send in writing a notice of implementation. Within fifteen (15) working days, the Association may submit a written demand to bargain the effects of the implementation of the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made, the parties will engage in good faith bargaining for a period of not more than twenty (20) days. Bargaining may be conducted by teams as designated by the Board and Association respectively.

3. If the bargaining teams have not reached agreement by the end of the twenty (20) day bargaining period, or if either party declares impasse, the parties will engage in mediation for a period of not less than one (1) meeting or ten (10) working days minimum or until resolution is reached, whichever occurs first. The mediator may be any agreed upon member of the FMCS according to its procedures.

4. If the parties have not reached agreement by the end of the mediation period, the Board may implement the changes and the Association may issue a strike notice as provided in ORC 4117.

5. At any time in the process, the parties may mutually agree to alter this procedure.

ARTICLE 39. NATIONAL BOARD CERTIFICATION

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

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

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

1. After approval by LPDC to pursue National Board Certification, bargaining unit members shall receive payment for the fee paid to be admitted in the National Board Certification program. In return for this payment, the unit

member commits to maintain enrollment and to achieve National Board Certification within two (2) years; longer if approved by the Superintendent.

2. Unit members who receive National Board Certification after the effective date of this agreement in 2012 shall be entitled to a lump sum payment as follows: Beginning the school year of receipt of National Board Certification, the Board, in June, will pay each unit member a lump sum of $2,500 per school year for nine (9) years so long as the unit member is actively employed by the Fairfield Union Local Board of Education.

3. In the event a unit member does not achieve National Board Certification, the payment in paragraph one will be deducted from the unit member's paycheck over a one (1) year period.

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

National Board Certification Procedures

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

A. The LPDC will approve up to eight members/teachers who have applied for admission into the NBC Program. In order to be considered for candidacy, the member must attend an orientation session and complete an application for the NBC Program.

B. The member must submit documentation to the LPDC confirming candidacy status to the NBC Program.

C. If more than eight (8) members apply, then district seniority will serve as the tie breaker for candidacy.

D. If one of the eight members discontinues the program, then there will be a new open period at which time additional candidates may apply for admission to the NBC Program.

ARTICLE 40. DURATION CLAUSE AND SUPERSEDING LAW

1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that

this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

2. All prior negotiated agreements not contained herein shall not be binding upon the parties to this Agreement.

3. Except where a provision states that ORC will be followed, the parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of ORC as currently exists or may hereafter be amended, in all areas addressed by this Agreement, even where the ORC is not specifically referenced. Where this Agreement is silent or the law is not modified by provisions of the Agreement, applicable law shall prevail.

The agreement shall be effective July 1, 2024, and shall remain in effect until midnight June 30, 2027.

FAIRFIELD UNION LOCAL BOARD OF EDUCATION

President

Superintendent

FAIRFIELD UNION EDUCATION ASSOCIATION

President

Bargaining Representative

PART F. APPENDICES

APPENDIX 1
INDIVIDUAL GRIEVANCE PROCEDURE FORM

Fairfield Union Education Association Grievance Referral Form

CONFIDENTIAL INFORMATION

Name of Unit Member _____

Building _____

Date of Filing_____ Date Received_____ Initials of Administrator _____

Basis for Grievance and Articles Violated _____

_____

_____

_____

Relief Sought _____

_____

_____

_____

Signature of Aggrieved Party_____

Date _____

****

1st Level - Informal Discussion with Immediate Supervisor

2nd Level - Response (Principal)_____

_____

_____

_____

Signature of Respondent_____

Date_____

Reaction of Aggrieved_____

_____

_____

****

3rd Level - Response (Superintendent) _____

_____

_____

_____

Signature of Respondent _____

Date _____

Reaction of Aggrieved _____

_____

_____

****

4th Level - Response (Board of Education) _____

_____

_____

_____

Signature of Respondent _____

Date _____

Reaction of Aggrieved _____

_____

_____

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

APPENDIX 2

REQUEST TO ATTEND PROFESSIONAL MEETINGS FORM

Name_____ Building_____ Date of Request_____

Grade or Subject Taught _____ Is a Substitute Required?_____

1. Conference Title_____
2. Date(s) of Conference_____
3. Location_____
4. Sponsored by_____
5. Expense Record

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

****

RECOMMENDATION

6. _____ or _____
   Principal Supervisor
7. This request is Approved_____ Not Approved_____

Signed:_____ Date of Board Approval_____

ADDITIONAL NOTES:

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

* Should there be a major difference, please give a written explanation for the difference.

	Description of Travel		Odometer Reading		
Date	**From**	**To**	**Start**	**Ending**	**Miles**

Total for Month_____
Rate per Mile_____
Reimbursement_____

INSTRUCTIONS

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

APPENDIX 3

REPORT OF PROFESSIONAL MEETING ATTENDANCE FORM

Name_____

Date_____

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

REPORT (In 200 words or less if possible)

1. Professional Meeting Attended_____
2. Sponsored By_____
3. Purpose_____
4. Narrative Report:

_____
Signature

APPENDIX 4

SHORT TERM LEAVE WITHOUT PAY FORM

The Fairfield Union Board of Education fully expects and needs each employee/unit member of the district to serve every day of his/her contract. At the same time, the Board recognizes that an employee/unit member may have reason to be absent without pay for reasons other than those enumerated under Article 20(B). With prior notification of the Principal and Superintendent, and the Board of Education, said employee/unit member may be absent from duty without pay providing the following conditions are met. An unpaid absence that does not meet the following conditions and/or exceeds the five (5) days permitted will be considered an unexcused absence and may result in disciplinary action.

A. Short term leave without pay cannot be used for vacation or recreational purposes.

B. Employees/unit members shall be entitled to five (5) leave without pay days per school year, not cumulative from year to year.

C. Employees shall request leave at least five (5) calendar days prior to the next Board of Education meeting, when the leave is foreseeable. When the leave is not foreseeable, the request shall be made as soon as possible after the need arises.

D. Leave without pay shall be approved by the Principal, Superintendent and Board of Education at least ten (10) days prior to beginning the leave, when possible. A copy shall be returned to the employee/unit member and a copy given to the Treasurer.

E. Lesson plans shall be submitted to the building principal for approval at least five (5) days prior to beginning the leave.

F. For any given day, there shall not be more than ten percent (10%) of the certificated staff of any building on leave without pay.

G. Paid personal leave must be exhausted before leave without pay can be used.

H. Leave without pay can be taken in full days only. A full day pay shall be deducted for each day of absence while on leave without pay.

****

I, _____, hereby request _____day(s) of leave without pay on_____.

Signature of Employee/Unit Member_____ Date_____

Signature of Principal_____ Date_____

Signature of Superintendent_____ Date_____

****

APPENDIX 5

STUDENT FEEDBACK FORM

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

Circle the appropriate number:

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

APPENDIX 6

REQUEST TO INSPECT PERSONNEL FILE INFORMATION FORM

Instructions

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

PERSON MAKING REQUEST

Name (Printed) _____

Signature _____

Address _____

Telephone Number _____

Date _____

EMPLOYEE INFORMATION

Name _____

Position _____

INFORMATION REQUESTED

List the specific information requested utilizing proper identifying terminology.

_____

_____

Relate in detail the reasons for requesting the above information.

_____

_____

****

FOR OFFICIAL USE ONLY

Date received by Treasurer _____

Date Treasurer complied to request _____

Date notice sent to employee _____

Date request officially logged _____

APPENDIX 7

SECONDARY LEVEL DEPARTMENT HEAD

TITLE: Secondary Level Department Head

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

REPORTS TO: Principal

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

PERFORMANCE RESPONSIBILITIES:

A. Communication

1. Serve as a member of the Building Leadership Team (BLT) and potentially the District Leadership Team (DLT).
2. Serve as a liaison between the principal and the other staff members.
3. Assist in the planning of in-service activities.
4. Assist in the coordination of special projects during the school year.
5. Coordinate departmental news for the newsletter and other news releases.
6. Provide opportunities for meaningful input and feedback from internal and external stakeholders.
7. Promote commitment to continuous improvement and maintain school-wide focus on high achievement for all students.

B. Curriculum

1. Assist in developing instructional goals including One Needs Assessment (ONA) adult implementation and student performance indicators for the school.
2. Establish, with other staff members, student goals for the department(s) based upon the instructional needs of their students.
3. Work with district administrators and building principal(s) to review test scores and other available materials to help determine curriculum and instructional needs of the department(s).
4. Coordinate the efforts of the teachers in instituting new curriculum and programs.
5. Assist the principal in establishing continuity in all subject areas for the middle and high schools.
6. Coordinate instructional record keeping processes.
7. Facilitate the establishment and ongoing efforts of collaborative team structures that use data to inform and improve instructional practice.

C. Other

1. Assist the principal in determining budgetary needs for the department(s) (math, science, English and social studies.)
2. Assist the principal in preparation of purchase requests or textbooks and supplies as needed for the department(s)

3. Monitor the progress of the ONA's adult implementation and student performance indicators and actions and make necessary adjustments based on data.
4. Evaluate the ONAfor impact and process.
5. Assist the Principal in developing and maintaining parent/community partnerships and engagement opportunities.

APPENDIX 8

K-8 INSTRUCTIONAL TEAM LEADER

TITLE: Elementary Instructional Team Leader

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

REPORTS TO: Principal

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

PERFORMANCE RESPONSIBILITIES:

A. Communication

1. Serve as a member of the Building Leadership Team (BLT) and potentially the District Leadership Team (DLT).
2. Serve as a liaison between the principal and the other staff members at the grade level.
3. Assist in the coordination of special projects during the school year.
4. Coordinate grade level news for the newsletter.
5. Assist in the planning of in-service activities.
6. Provide opportunities for meaningful input and feedback from internal and external stakeholders.
7. Promote commitment to continuous improvement and maintain school-wide focus on high achievement for all students.

B. Curriculum

1. Assist in developing instructional goals including One Needs Assessment (ONA) adult implementation and student performance indicators for the school.
2. Work with principal to review test scores and other available materials to help determine curricular and instructional needs of the grade level.
3. Establish, with other staff members, student goals for the grade level based upon the instructional needs of their students.
4. Coordinate the efforts of the teachers at grade level in instituting new curriculum and programs.
5. Assist the principal in establishing continuity in all subject areas for the elementary school.
6. Coordinate instructional record keeping process.
7. Facilitate the establishment and ongoing efforts of collaborative team structures that use data to inform and improve instructional practice.

C. Other

1. Assist the principal in determining budgetary for the grade levels that are aligned to district/building goals as needed.
2. Assist the principal in preparation of purchase requests or textbooks and supplies as needed for the grade level.
3. Assist with scheduling as requested by the principal.
4. Monitor the progress of the ONA's adult implementation and student performance indicators and actions and make necessary adjustments based on data.
5. Evaluate the ONA for impact and process.
6. Assist the Principal in developing and maintaining parent/community partnerships and engagement opportunities.

APPENDIX 9

TEACHERS' CHILDREN AND OPEN ENROLLMENT

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

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

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

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

4th Priority: Unit members' children.

5th Priority: New applicants.

In the even Open Enrollment is closed, unit member children will be permitted to attend provided the individual is employed by the District.

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

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

PART G. INSURANCE BENEFITS

1. Dental Expense Benefits

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

MEDICAL BENEFITS SCHEDULE – PLAN A

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	$100	$200
Per Family Unit	$200	$400
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges: - Preventive Care - Emergency Room services - Network services with a per-visit Copayment - Second Surgical Opinion when recommended by the Case Manager		
COPAYMENTS		
Physician visits	$15	$25
Urgent Care Facility	$25	$35
Emergency Room services	$50	$50
The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator must be notified at (877) 304-0761 within 48 hours (or 2 business days) of the admission, even if the patient is discharged within 48 hours (or 2 business days) of the admission.		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	$400	$1,000
Per Family Unit	$1,000	$2,000
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket amounts.		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum: Deductible(s) Non-Precertification penalties Copayments Amounts over Usual and Reasonable Charges Charges for Prescription Drugs obtained under the Prescription Drug Benefit section of this Plan		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	90% after deductible	70% after deductible
Intensive Care Unit	90% after deductible	70% after deductible
Outpatient Hospital Services		
Surgical Facilities	90% after deductible	70% after deductible
Other Outpatient Services	90% after deductible	70% after deductible
Emergency Room Visit (including related services)	100% after copayment	Paid Same As Network
Urgent Care Facility (including related	100% after copayment	70% after deductible and after Copayment
Skilled Nursing Facility	90% after deductible 31 day Calendar Year maximum	70% after deductible 31 day Calendar Year maximum
Physician Services		
Inpatient visits	90% after deductible	70% after deductible

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Office visits (including related services billed by the Physician)	100% after copayment	70% after deductible and after copayment
Second Surgical Opinion (paid at 100% if recommended by the case manager)	90% after deductible	70% after deductible
Surgery	90% after deductible	70% after deductible
Anesthesia	90% after deductible	Paid Same As Network
Diagnostic Testing (X-ray & Lab)	90% after deductible	70% after deductible
Radiology/Pathology Interpretations	90% after deductible	Paid Same As Network
Independent Laboratory Expenses	90% after deductible	Paid Same As Network
Home Health Care	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible 30 day Calendar Year maximum	70% after deductible 30 day Calendar Year maximum
Hospice Care	90% after deductible	Paid Same As Network
Bereavement Counseling	2 visit Lifetime maximum	2 visit Lifetime maximum
Ambulance Service	90% after deductible	Paid Same As Network
Wig After Chemotherapy	90% after deductible $400 Lifetime maximum	70% after deductible $400 Lifetime maximum
Physical/Occupational Therapy	90% after deductible Visits in excess of 15 per Calendar Year must be precertified.	70% after deductible Visits in excess of 15 per Calendar Year must be precertified.
Spinal Manipulation/ Chiropractic	90% after deductible 15 visit Calendar Year maximum	70% after deductible 15 visit Calendar Year maximum
Mental Disorders/Substance Abuse services	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Adult Care	100%	Paid Same As Network
Including, but not limited to: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations/flu shots, colonoscopies, bone density scans, stress tests, and services as required by law.		
Routine Well Child Care	100%	Paid Same As Network
Including, but not limited to: office visits, routine physical examination, laboratory tests, x-rays, immunizations/flu shots, and services as required by law.		
Organ Transplants	Paid based on the type of service(s) received.	
Other Medical Services and Supplies	90% after deductible	70% after deductible

PRESCRIPTION DRUG BENEFIT SCHEDULE

PRESCRIPTION DRUG BENEFIT	
	COPAYMENT
Pharmacy Option (34 Day Supply + one refill supply)	
Generic Drugs	$3 copayment
Formulary Brand Name Drugs	$13 copayment
Non-Formulary Brand Name Drugs	$30 copayment
Single Source Brand Name Drugs	$21 copayment
Specialty Pharmacy Services (30 Day Supply)	
Generic or Brand Name Drugs	$100, not to exceed $1,200 per Calendar Year
Mail Order Option (90 Day Supply)	
Generic Drugs	$6 copayment
Formulary Brand Name Drugs	$26 copayment
Non-Formulary Brand Name Drugs	$60 copayment
Single Source Brand Name Drugs	$42 copayment
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.	

Note: Prescription Drug expenses under the Prescription Drug Benefits section of this Plan do not apply to the Calendar Year Deductible or to the Out-of-Pocket Maximum per Calendar Year under the Medical section of this Plan.

MEDICAL BENEFITS SCHEDULE — PLAN B

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	$100	$200
Per Family Unit	$200	$400
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges: - Preventive Care - Emergency Room services - Network services with a per-visit Copayment - Second Surgical Opinion when recommended by the Case Manager		
COPAYMENTS		
Physician visits	$25	$50
Urgent Care Facility	$45	$65
Emergency Room services	$85	$85
The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator must be notified at (877) 304-0761 within 48 hours (or 2 business days) of the admission, even if the patient is discharged within 48 hours (or 2 business days) of the admission.		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	$3,500	$7,000
Per Family Unit	$7,000	$14,000
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum: Non-Precertification penalties Amounts over Usual and Reasonable Charges		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	80% after deductible	70% after deductible
Intensive Care Unit	80% after deductible	70% after deductible
Outpatient Hospital Services		
Surgical Facilities	80% after deductible	70% after deductible
Other Outpatient Services	80% after deductible	70% after deductible
Emergency Room Visit (including related services)	100% after copayment	Paid Same As Network
Urgent Care Facility (including related services)	100% after copayment	$65 copay then 70%
Skilled Nursing Facility	80% after deductible 31 day Calendar Year maximum	70% after deductible 31 day Calendar Year maximum
Physician Services		
Inpatient visits	80% after deductible	70% after deductible
Office visits (including related services billed by the Physician)	100% after copayment	$50 copay then 70%

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Second Surgical Opinion (paid at 100% if recommended by the case manager)	80% after deductible	70% after deductible
Surgery	80% after deductible	70% after deductible
Anesthesia	80% after deductible	Paid Same As Network
Diagnostic Testing (X-ray & Lab)	80% after deductible	70% after deductible
Radiology/Pathology Interpretations	80% after deductible	Paid Same As Network
Independent Laboratory Expenses	80% after deductible	Paid Same As Network
Home Health Care	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible 30 day Calendar Year maximum	70% after deductible 30 day Calendar Year maximum
Hospice Care	80% after deductible	Paid Same As Network
Bereavement Counseling	2 visit Lifetime maximum	2 visit Lifetime maximum
Ambulance Service	80% after deductible	Paid Same As Network
Wig After Chemotherapy	80% after deductible $400 Lifetime maximum	70% after deductible $400 Lifetime maximum
Physical/Occupational Therapy	80% after deductible Visits in excess of 15 per Calendar Year must be precertified.	70% after deductible Visits in excess of 15 per Calendar Year must be precertified.
Spinal Manipulation/ Chiropractic	80% after deductible 15 visit Calendar Year maximum	70% after deductible 15 visit Calendar Year maximum
Mental Disorders/Substance Abuse services	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Adult Care	100%	Paid Same As Network
Including, but not limited to: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations/flu shots, colonoscopies, bone density scans, stress tests, and services as required by law.		
Routine Well Child Care	100%	Paid Same As Network
Including, but not limited to: office visits, routine physical examination, laboratory tests, x-rays, immunizations/flu shots, and services as required by law.		
Organ Transplants	Paid based on the type of service(s) received.	
Other Medical Services and Supplies	80% after deductible	70% after deductible

PRESCRIPTION DRUG BENEFIT SCHEDULE

PRESCRIPTION DRUG BENEFIT	
	COPAYMENT
Pharmacy Option Mail Order and Retail (30 Day Supply)	
Generic Drugs	$10 copayment
Formulary Brand Name Drugs	$35 copayment
Brand Name Drugs	$70 copayment
Specialty Pharmacy Services (30 Day Supply)	
Generic or Brand Name Drugs	$250, not to exceed $3,000 per Calendar Year
Mail Order or Retail Option (90 Day Supply)	
Generic Drugs	$20 copayment
Formulary Brand Name Drugs	$70 copayment
Brand Name Drugs	$140 copayment
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.	