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STATE EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE FAIRBORN BOARD OF EDUCATION

AND

THE FAIRBORN EDUCATION ASSOCIATION

EFFECTIVE

JUNE 9, 2011

THROUGH

JUNE 30, 2013

10-MED-04-0622

128

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## PREAMBLE

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

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

- A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his/her staff have the responsibility for implementing the policies established by the Board.
- C. The professional Instructional Employees have the responsibility of providing the highest quality education in the classroom within the existing established Board policies.
- D. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedures without interruption to the school program.

## ARTICLE I

### 1.00 RECOGNITION

#### 1.01 Excluded from Recognition

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

- A. Central Office administrators
- B. Building administrators, including Principals and Assistant Principals.
- C. Managerial and confidential employees.
- D. Supervisor of Special Education, Supervisor of Media Services, Supervisor of Cafeterias, Athletic Director, Night School Director, Secondary Summer School Principal, Psychologists.
- E. Those persons who are employed as non-Instructional Employees.
- F. Substitutes and Home Instruction Tutors.
- G. Work Study Coordinators.
- H. Instructional Aides.

#### 1.02 Recognition Clause

Instructional Employees as used herein shall mean those certified employees who are:

- A. Classroom teachers
- B. Department Coordinators
- C. Nurses
- D. Counselors
- E. Librarians
- F. Therapists
- G. Art, music, physical education, and Intervention Specialist
- H. Tutors
- I. English as a Second Language

## ARTICLE II

### 2.00 NEGOTIATION PROCEDURE

#### 2.01 Scope of Negotiations

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

#### 2.02 Communications

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

#### 2.03 Impasse Procedure

- A. At any time during the bargaining process, the parties may mutually request mediation assistance through the Federal Mediation and Conciliation Service to assist in resolving issues. Should the parties need the use of the Federal Mediation and Conciliation Service to assist in resolving issues. The Board will pay for the release of up to seven (7) FEA negotiation team members to attend one mediation session. Any costs for the use of such mediation service shall be shared equally by the parties. The use of such mediation shall be the exclusive impasse remedy used by the parties.
- B. If one party believes that all efforts to reach agreement have been exhausted, that party may declare that an impasse exists.
- C. Nothing contained herein shall restrict the rights of the Association as set forth in §4117.14(D)(2) of the Ohio Revised Code, provided the Association has given the Board and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement or on or after the date on which impasse is declared, whichever occurs later. Such notice shall contain the day and time that the action will commence; however, the parties may extend such date and time by written agreement. Such notice shall not be given prior to the declaration of impasse and the parties subsequently requesting mediation assistance.

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

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

## ARTICLE III

### 3.00 GRIEVANCE PROCEDURE

#### 3.01 Grievance Defined

A grievance is an alleged violation, misinterpretation, or misapplication of a provision of this Agreement, filed by the Association or an Instructional Employee or group of Instructional Employees covered under this contract.

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

#### 3.02 Time Limits

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

#### 3.03 Representation

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

#### 3.04 General Provisions

- A. A grievance may be initiated at Level II (Addendum F) when it has been determined by the Building Principal and the Instructional Employee the subject is not within the Principal's realm of responsibility or control.
- B. Nothing contained in this procedure shall be construed as limiting the individual rights of an Instructional Employee having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- C. There shall be no reprisals of any kind taken against the grievant, the Association, its representatives, nor its officers for utilization of the provisions of this Article.
- D. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.
- E. A group grievance may be initiated by the Association within twenty (20) days of an alleged violation that affects two (2) or more Instructional Employees arising out of like circumstances. If a group grievance is not

filed in writing within twenty (20) days after the grievants knew or should have known of the act or conditions on which the grievance is based, the grievance shall be considered waived.

- F. If an Instructional Employee does not file a grievance in writing twenty (20) days after he/she knows or should have known of the act or conditions on which the grievance is based, the grievance shall be considered waived.

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

- G. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- H. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- I. Written grievance and appeals shall be deemed to be received one day after postmarked or the date received and initials of the official shall be recorded thereon if hand-delivered.
- J. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. The Association shall receive notice of each grievance meeting held (except at the informal level) and shall be given a copy of the administrative decision at each step. Such written notice and decision shall be made at the same time and in the same manner as such notice or decision is required to be sent to the grievant.
- L. Any action by the Board or any recommendation of the Superintendent to terminate the employment contract of any Instructional Employee covered hereunder shall be governed exclusively by the procedural provisions of §§3319.16 and 3319.161 of the Ohio Revised Code.

### 3.05 Procedure for Processing Grievances

#### A. Informal Procedures

If an Instructional Employee believes there is basis for a grievance, he/she may first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. The Instructional Employee has the right to be accompanied and/or represented by the Association representative. Grievances may be adjusted informally, provided the adjustment is not inconsistent with the policies and rules of the Board and if the Instructional Employee and the Association representative have been

given the opportunity to be present at the meeting and to state the Association views on the grievance.

B. Level I

If the grievance is not resolved within five (5) days of such informal meeting, or if the Instructional Employee has elected not to use the informal procedure, he/she may present his/her formal claim to his/her Principal or immediate supervisor by submitting a completed Grievance Report Form, Level I, located in Addendum F, attached hereto and made a part hereof. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions allegedly violated, and the relief sought shall be submitted by the Instructional Employee and to the Association representative. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the Instructional Employee and/or his/her Association representative in an effort to resolve the grievance. The immediate supervisor shall give his/her written decision to the grievance within three (3) school days after such meeting by completing Level I of the Grievance Report Form and returning it to the Instructional Employee. The Association and the Superintendent shall both be given a copy of the immediate supervisor's decision.

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

C. Level II

If the Instructional Employee and the Association are not satisfied with the decision in Level I, or if no decision has been made within the above time limits, the grievant, and the Association shall complete Grievance Report Form, Level II, located in Addendum F attached hereto and made a part hereof and submit the grievance to the Superintendent. Within three (3) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association representative. Within three (3) school days of this meeting, the Superintendent and/or his/her designee shall indicate in writing his/her decision by completing his/her portion of the Level II Report Form and forward same to the Instructional Employee. The Association and the immediate supervisor shall be notified in writing of said decision.

D. Level III

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

The American Arbitration Association will be requested to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of

the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the American Arbitration Association will submit until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only."

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

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

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

## ARTICLE IV

### 4.00 BOARD RIGHTS

#### 4.01 Management Rights Clause

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees (renew or non-renew the contracts of employees).
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

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

## ARTICLE V

### 5.00 ASSOCIATION RIGHTS

#### 5.01 Right to Act Without Reprisal

There shall be no reprisals of any kind taken against the members of the bargaining unit for action(s) taken relative to negotiations, and/or membership representatives and/or holding office in the Association.

#### 5.02 Right to Conduct Association Business on School Premises

- A. Duly authorized representatives of the Association may, with the permission of the Building Principal(s) or his/her designee(s), transact Association business on school premises during school hours. The conduct of such business shall be such as not to interfere with instruction or interrupt normal school operations. The permission of the Principal(s) or his/her designee(s) shall not be unreasonably denied.
- B. Additionally, the Association building representative shall have the right to address the faculty on the opening day of school each year.
- C. The Association President shall be allocated time on the agenda of the district-wide opening Instructional Employee's meeting by the district administration.

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

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

#### 5.04 Right to Use School Bulletin Boards

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

#### 5.05 Right to Information/Board Meetings

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

#### 5.06 Released Time for Advocacy Proceedings

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

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

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

5.07 Association Days

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

5.08 In-Service

- A. In-service days, as set forth in the calendar, shall be mutually planned by the parties, subject to the approval of the Superintendent. Necessary funds for these days, as approved by the Superintendent, shall be provided by the Board.
- B. The provisions contained herein shall not prohibit the conduct of other in-service programs.

5.09 Academic Council

- A. The primary function is to serve as the District's coordinating body for study and evaluation of academic questions. The Council makes recommendations to the Superintendent of Schools.
- B. The Superintendent or his/her designee will solicit volunteers and the Association President shall provide the Superintendent or his/her designee with a list of Instructional Employees interested in serving on the Council. The Association may appoint three (3) Council members.

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

5.10 Joint Committees

A. Communication Committees

1. District-Wide Level

- (a) In the interest of sound employee relations, a joint District Communication Committee, made up of an Instructional Employee representative from each school building appointed by the Association and a representative(s) of the Administration appointed by the Superintendent, will convene at least once a month at a mutually agreed upon date unless it is mutually agreed otherwise, for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Agreement.
- (b) Such meetings shall be scheduled and shall not exceed one (1) each thirty (30) days, unless otherwise agreed to by the parties. The meetings shall be held on a regular date to be established by mutual agreement during the prior school year and included on the district calendar.
- (c) It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. An Association representative and a Board representative shall alternately chair the meetings. Each party shall submit to the other, at least five (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.
- (d) Minutes from the meeting shall be taken by an Association representative, reviewed by both parties, and distributed to all Instructional Employees, the Superintendent, and school board members.

2. Building Level

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

- (b) Each committee shall be composed of not more than five (5) nor less than three (3) Instructional Employees elected by their colleagues, plus the Building Principal and, at the option of the Principal, any administrative assistant(s) from the building. The Association Building Representative shall conduct the election in each building.
- (c) Such meetings shall be scheduled as part of the building scheduling process and shall not exceed one (1) each thirty (30) days, unless otherwise agreed to by the parties. The meeting shall be held on a regular date to be established by mutual agreement during the prior school year and included on the building calendar. This meeting shall take place at least five (5) school days prior to the meeting of the Joint District Communication Committee.
- (d) Minutes from the meeting shall be taken by an Association representative, reviewed by Administration, and distributed to all Instructional Employees pertaining to that building, school board members, the Superintendent, Association President, and District Communication Committee chairman.

B. Discipline Committee

1. District-Wide Level

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

- (a) Reviewing current student discipline policies and procedures and recommending revisions in compliance with applicable state and federal laws if necessary or desirable.
- (b) Disseminating information to Instructional Employees and administrators concerning such policies and procedures.
- (c) Recommending in-service programs on implementation of such policies and procedures.
- (d) Investigating safety policies for identification of students who potentially could engage in violent behavior, and determining appropriate interventions. The Joint Discipline Committee will be made up of Instructional Employees, Building Principals or Assistant Principals, and other Administrators. The Association may appoint one (1) Instructional Employee per building to membership on the Committee. The Committee will meet at least twice each semester.

2. Building Level

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

- (a) Developing strategies to improve discipline in the building;
- (b) Designing information related to discipline for dissemination to staff.

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

C. Health Care Committee

The parties will continue the Joint Health Care Committee to continue to seek alternatives which will contain health care and dental care costs for Instructional Employees and the Board.

D. Supplemental Review Committee

The parties will continue the Joint Supplemental Review Committee to review current supplemental contracts, to consider new supplemental contracts, and to review compensation for supplemental contracts. The Committee will submit its recommendations to the Superintendent and to the Association for further consideration.

E. Staff Development Committee

The Association will appoint three (3) members to the Staff Development Committee, which is a part of the District's Continuous Improvement Plan. If issues come before the Committee which affect wages, hours and working conditions of Instructional Employees, a subcommittee made up of three (3) Association representatives and three (3) administrators will be formed to discuss such issues and make a joint recommendation to the Superintendent and the Association.

F. Specialist Education Committee

A special education committee will meet as needed to bring concerns for discussion and resolution. The main goal of the committee will be problem solving. Each building shall have at least one representative appointed by FEA. The Administration will appoint one preschool representative, one MH representative, one elementary administrator, one junior high administrator, one high school administrator, and the director of student services will appoint one special education supervisor. The agenda will be compiled in advance with input from committee representatives circulated by the director of student services.

5.11 Election to State/National Office

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

5.12 Association Space

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

5.13 Right to Information/New Staff

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

5.14 Right to Fair Share Fee

Payroll Deduction of Fair Share Fee

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

Notification of the Amount of Fair Share Fee

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

## Schedule of Fair Share Fee Deductions

### A. All Fair Share Fee Payers

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

- i) Sixty (60) days employment in a bargaining unit position, or
- ii) January 15th

### B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

### Transmittal of Deductions

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

### Procedure for Rebate

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

### Entitlement to Rebate

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

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

## ARTICLE VI

### 6.00 COMPENSATION AND REIMBURSEMENT

#### 6.01 Salary Schedules

Increase to the Base Salary 2011-12 school year of 0% with no horizontal or vertical step increase.

Increase to the Base Salary 2012-13 school year of 0% with no horizontal step increase. Eligible bargaining unit members will receive a half (1/2) step for the 2012-13 school year.

Supplemental salaries shall be frozen in accordance with the salary schedules in Addendum A for the duration of this contract.

#### 6.02 Severance Pay

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

1. Have ten (10) or more years in active pay status, or
2. Have attained the age of fifty-five (55), or
3. Retire through the State Teachers Retirement System and who, upon retirement, are immediately eligible for retirement benefits.

B. All sick leave accumulated by the Instructional Employee up to a maximum of two hundred and fifty-two (252) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each three (3) days of unused sick leave. The maximum number of days as severance pay under this Article shall be eighty-four (84) days.

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

The Instructional Employee shall elect the payment option.

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

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

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

#### 6.03 Mileage Reimbursement

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

- A. Mileage shall be paid to Instructional Employees who, as part of their contract, are required to travel between two or more buildings.
- B. Mileage shall be paid for all activities approved by the administration, such as workshops, professional leave, conferences, school visitations, school business, and school related activities.
- C. The Principal may authorize mileage as needed for transporting sick pupils to their homes during the day.
- D. Rate of compensation for mileage shall be at the current published IRS rate, as of July 1 of any school year.

#### 6.04 Payroll Procedures

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

1. Years of experience (maximum 10, including years of active military service). "Years of experience" as used herein shall mean:
  - a. Teaching as a regular Instructional Employee for one hundred twenty (120) days or more in any school year in any elementary or secondary public school.
  - b. Teaching as a regular Instructional Employee for one hundred twenty (120) days or more in any school year in a non-public elementary or secondary school chartered by the Ohio Department of Education. Such Instructional Employee must have taught under a valid Ohio Department of Education certificate and taught since the chartering dates of 1955 for private secondary schools and 1970 for private elementary schools.
  - c. Teaching full-time in a fully accredited public Ohio college or university for one or more academic years.
  - d. Teaching full-time in a fully accredited private Ohio college or university for one or more academic years.
  - e. Teaching on an assistantship while working for an advanced degree shall not be considered a full-time teaching position.
  - f. Teaching as a substitute employed by the Board for one hundred twenty (120) days or more in any school year.
  - g. Teaching as a substitute in another Ohio public elementary or secondary school district for one hundred twenty (120) days or more in any school year. Substitute days in more than one district in any school year shall not be cumulated to meet the one hundred twenty (120) days minimum.
  - h. Prior tutoring experience in an Ohio public elementary or secondary school will be given to any Instructional Employee who was employed as a tutor for six hundred (600) hours or more in any school year.
  - i. "Fully accredited" as used herein shall mean approved or on the membership list of one of the six (6) regional associations. These are the New England, Middle States, Southern, North Central, Northwestern or Western Association of Colleges and Secondary Schools. Professional accreditation by the National Council for Accreditation of Teacher Education shall also be recognized.
  - j. "Teaching days" as used herein shall mean five (5) hours or more per day.

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

3. Credit for academic training.

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

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

D. Payroll Deductions

Deductions shall be made from paychecks for the following:

1. Federal Income Tax.
2. Ohio Income Tax.
3. City Income Tax.
4. Ohio State Teachers Retirement System.
5. School Income Tax.
6. Fair Share Fee (non-members).
7. Medicare.
8. Court ordered deductions (All errors will be resolved directly with the courts.)

Other optional deductions include:

1. Medical Insurance.
2. Approve tax sheltered annuities (403b) and deferred compensation plan (457). Maximum two (2) companies per individual per plan.
3. U.S. Savings Bonds.
4. Wright-Patt Credit Union.
5. United Way.

6. Dues, for the united teaching profession and affiliated organizations as designated on the Association membership forms (F.E.A., W.O.E.A., O.E.A., N.E.A.):

For Instructional Employees employed as of the start of each school year, dues shall be withheld for those individuals authorizing such dues deductions from twelve (12) consecutive pay days, beginning with the first pay day of November of any school year. For Instructional Employees employed after the start of each school year, dues shall be withheld for those Instructional Employees authorizing such dues deductions in accordance with arrangements made between the Association and the Board Treasurer. Authorization for those dues deductions must be presented to the Treasurer four (4) weeks prior to the first scheduled deduction, provided, however, after presentation of the initial authorization, said authorization shall be continuous from year to year, unless otherwise revoked in writing by the Instructional Employee. Any revocation shall be submitted to the Treasurer and to the Association. Any change in the amount(s) to be withheld must be submitted in writing by the Association at least four (4) weeks prior to the first deduction.

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

7. Ohio Fund for Children and Public Education
8. Purchase of STRS Service Credit.
9. Contributions to the Section 125 Benefits Plan outlined in Article 7.08.
10. Ohio Tuition Trust Program.
11. Tax-Deferred Payroll Deduction Plan to restore or purchase STRS credit.

E. Direct Check Deposit

1. Direct check deposit shall be authorized for the school year between July 1 and October 1, and shall be continuous from year to year unless otherwise revoked in writing by the individual Instructional Employee. Appropriate application forms will be available in the office of the Treasurer.

2. If any error is made in the carrying out of the provisions of E. 1. above, the Instructional Employee shall cooperate with the Treasurer's office to correct the mistake.

Repayment of any monies owed shall be done in a mutually agreed-to fashion.

- F. The pay day for Instructional Employees shall be every other Friday. The Schedule of Payroll Payments will be determined by the Treasurer and a printed schedule of payroll dates will be provided each Instructional Employee at the start of each school year. Assuming the school year has been completed, all Instructional Employees shall be paid on a twenty-six (26) or twenty-seven (27) pay schedule based on the calendar for the school year.
- G. Supplemental and extended contract payments shall be made as follows:
  1. Supplemental pay for extended service time shall be prorated and paid over the twenty-six (26) or twenty-seven (27) pay schedule.
  2. For seasonal activities, supplemental payment shall be made at the conclusion of the assigned duties of the activity after the Building Administrator has signed-off on the activity. Payment will be processed in the corresponding pay cycle.
  3. For full-year activities, payment will be made at the end of the year, or in three (3) checks at the conclusion of each third of the assigned duties. Payment will be processed in the next corresponding pay cycle.

#### 6.05 Tuition Reimbursement

Any regular full-time or part-time Instructional Employee working in excess of five (5) hours per day, holding a permanent certificate, alternative education license, supplemental license, resident educator license, five (5) year professional educator license, senior professional educator license, or lead professional educator license and has served as an instructional employee for the past 5 years may take additional credit hours at any fully accredited college or university, as defined in Article 6.05A., 1., i., and receive tuition reimbursement from the Board under the following conditions.

A. Reimbursement

1. Instructional Employee must remain at FCS for two (2) years after reimbursement payout or pay back the reimbursement to the Board of Education.
2. The Instructional Employee, is eligible for reimbursement for tuition fees for college credits earned between September 1 and August 31 of the previous school year.
3. Board payment will be based on fifty (50%) percent of the undergraduate and graduate tuition rates in effect at Wright State University at the time the courses were taken. In computing the rate, any semester hours will be converted to quarter hours at the conversion rate of two (2) semester hours equaling three (3) quarter hours.
4. The maximum amount paid to the Instructional Employee may not exceed fifty (50%) percent of the Wright State University tuition fee schedule. The Instructional Employee may not under any conditions receive more reimbursement than the actual tuition cost of the course and/or the amount paid by the Instructional Employee.
5. Payments will be made on the first pay date in December provided the Instructional Employee is employed in the District and working in an active pay status at the time of payment.
6. Instructional Employees receiving outside assistance from grants, scholarships, student Instructional Employee certificates, or similar assistance programs may apply for any difference between the amount of aid received and the Board rate of reimbursement.
7. Payment will not be made for course work completed or underway prior to the beginning date of employment.
8. Payment will be made for the tuition expense only and will not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, or other miscellaneous fees.
9. Instructional Employees will be eligible for tuition expense reimbursement for courses related to the mission of the Fairborn City School District, as approved by the Superintendent or his/her designee.

B. Application

1. The Instructional Employees on an active pay status as of September 1 may apply for tuition reimbursement between September 1 and October 1 by obtaining and completing the appropriate application

form. Forms may be obtained from the Building Principal and must be forwarded to the Superintendent or his/her designee.

2. Attached to the application must be:
  - a. An official college transcript or grade slip indicating successful completion of the course and the amount of credit earned.
  - b. A receipt of payment to the college or university.

C. Unpaid Leave of Absence

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

6.06 Attendance at Educational Meetings, Conferences, and Conventions

Criteria for approval of either Instructional Employee initiated requests and/or administrative initiated requests shall be provided to the staff by each Building Principal by the end of the first (1st) grading period.

A. Instructional Employee-Initiated Requests

1. To attend educational meetings, conferences, conventions workshops, seminars, clinics, or to conduct school visitations within the District or outside of the District may be approved by the Superintendent upon the recommendation of the Principal or other appropriate administrator. Request for such attendance shall be made at least ten (10) school days prior to the day any such leave shall commence and shall be made on the appropriate form.
2. Such approval may include all or part of the expenses incurred as a result of such attendance and an estimate of such anticipated expenses must be submitted with the request. Eligible expenses may include the approved cost of travel, housing, meals, and registration. In order to receive reimbursement for eligible expenses, the Instructional Employee must submit a request for reimbursement and any appropriate receipts for expenditures.

B. Administration-Initiated Requests

1. Attendance by Instructional Employees at meetings, conferences, conventions, workshops, seminars, clinics or to conduct school visitations within the District or outside of the District may be approved by the Superintendent upon the recommendation of the Principal or other appropriate administrator.
2. An estimate of anticipated expenses must be submitted on the appropriate form prior to the day any such leave commences.

Reimbursement for eligible expenses shall include the approved costs of travel, housing, meals, and registration. In order to receive reimbursement for eligible expenses, the Instructional Employee must submit a request for reimbursement and any appropriate receipts for such expenditures. A separate check for after all documentation has been approved by the Treasurer's office, will be processed in the next corresponding vendor cycle.

6.07 S.T.R.S. Pick-up Utilizing the Salary Reduction Method

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

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation, including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employer/employee contributions.
3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the Instructional Employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in an Instructional Employee's contract).
4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the Instructional Employee contributing that portion which falls below such State minimum level.
5. It is understood that is the responsibility of each individual Instructional Employee to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

6. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
7. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reasons of any action taken by the Board in compliance with the provisions of the Article.

6.08 Retirement Incentive

- A. A "Qualified Instructional Employee" is an Instructional Employee who:
  1. Is fifty-five (55) years of age, and who has attained or will attain-at least 25 years of service credit to apply toward pension calculation under the State Teachers' Retirement System; or
  2. Is sixty (60) years of age, and who has attained or will attain at least 20 years of service credit to apply toward pension calculation under the State Teachers' Retirement System; or
  3. Has attained or will attain at least thirty (30) years of service credit to apply toward pension calculation under the State Teachers' Retirement System; or
  4. Is sixty-five (65) years of age and otherwise eligible to retire under rules of the State Teachers' Retirement System.

A Qualified Instructional Employee must take the retirement incentive no later than the first year of eligibility under paragraph 3 above, or forfeits his/her right to the incentive.

- B. In addition to and separate from severance pay, a qualifying Instructional Employee who retires will be granted a retirement incentive of \$1,000 per year of service with the Board, not to exceed \$15,000.
- C. To receive this incentive, a qualified Instructional Employee:
  1. Who has met the service credit requirement by June 30, of any school year must declare intention to retire by giving written notice to the Superintendent on or before February 1, of that school year, and must retire no earlier than the end of that school year, and no later than the commencement of the next school year.
  2. Who has met the service credit requirements by June 30 of any school year, must declare intention to retire by giving written notice to the Superintendent on or before February 1 of that year and must retire no earlier than the end of that school year, and no later than the commencement of the following school year.
  3. Who has met the service credit requirements by June 30 of any school year, must declare intention to retire by giving written notice

to the Superintendent on or before February 1 of that year and must retire no earlier than the end of that school year, and no later than the commencement of the following school year.

- D. The Board will pay the incentive to qualified Instructional Employees in one lump sum payment. Such payment shall be made when the amount of the incentive has been recouped, as determined by the Treasurer, but no later than fourteen (14) months following the effective date of the retirement.
- E. Each qualified Instructional Employee applying for the retirement incentive shall demonstrate by appropriate documentary evidence that application is being made within the prescribed time frame described in paragraph C above. Such evidence may include a certificate or letter to that effect by the retirement system under which the qualified Instructional Employee retires. It shall be the qualified Instructional Employee's responsibility to be aware of the qualifying criteria for this incentive program and related notification and retirement deadlines. Lack of knowledge or innocent errors shall not extend such deadlines.

6.09 Voluntary Internal Substitution

If an Instructional Employee is asked by the building principal to substitute for another Instructional Employee, the Instructional Employee will be compensated at a rate of twenty (\$20.00) per class period, or twenty-five (\$25.00) per hour. Instructional employees may substitute during their planning time, or lunch period, but not during their scheduled instructional classes. Instructional employees will not be required to substitute for another Instructional Employee. Instructional Employees who have a student teacher or intern will also be paid when asked to substitute. This stipend will be payable once a year by June 30.

6.10 Special Education IEP Writing

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

6.11 National Board Certification

National Board Certificated Instructional Employees who received such certification prior to December 31, 2011, shall receive a stipend of \$500.00 for three (3) consecutive years. Such certification shall be payable in June.

## ARTICLE VII

### 7.00 INSURANCE

#### 7.01 Life Insurance

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

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

#### 7.02 Health Care

##### A. Premiums

The Board agrees to pay eighty-five (85) percent of the cost of the single or family benefit plan based upon the premium cost on October 1 of each year. In order to be eligible for such benefit plan, Instructional Employees must pay 15 percent of the cost of such coverage. In the event the board hires an Instructional Employee to work less than half-time, the parties will work out a formula for Board and employee contributions to health care premiums, based on the number of hours worked.

##### B. Benefit Plan

A managed health care plan shall be available to all Instructional Employees covered hereunder who have enrolled for coverage. Coverage shall be as set forth in Addendum D. If, during the term of this Agreement, the current insurance provider no longer offers any of the benefits set forth in Addendum D, or changes the coverage from that set forth in Addendum D, the parties will bargain concerning such changes. In no event will the Board be required to self-insure any of the benefits set forth in Addendum D. All insurance claims are not public records and will be kept confidential.

#### 7.03 Disability Leave

The Board shall continue to carry on the insurance rolls those Instructional Employees covered hereunder whose sick leave accumulation has expired and who are on a disability leave of absence. The Board shall pay for such coverage under the same conditions as when the Instructional Employee was working, for a period of up to ninety (90) days.

After ninety (90) days, the Instructional Employee may exercise the option of maintaining coverage, at the Instructional Employee's expense, during the remainder of the leave if allowable by the carrier(s). The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Instructional Employee contributions to premium(s) shall be submitted to the Board Treasurer by the twentieth (20th) day of the month preceding the date the premiums are due to the insurance provider.

#### 7.04 Other Approved Leave

For other approved leave of absence, the Instructional Employee may continue on the insurance rolls by paying the total monthly premium due the insurance carrier to the Board Treasurer by the twentieth (20th) day of the month preceding the date the premiums are due to the insurance provider. The benefit shall terminate at the expiration of such leave.

#### 7.05 Insurance Carriers

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

#### 7.06 Change in Carriers

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

#### 7.07 Coverage Continuation

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

#### 7.08 Section 125 - Benefits Plan

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

#### 7.09 Dental Care

The Board shall provide, at no cost to the Instructional Employees covered hereunder who have enrolled for coverage, a managed dental care plan. Coverage shall be as set forth in Addendum E. If during the term of this Agreement, the current insurance provider no longer offers any of the benefits set forth in Addendum E, or changes the coverage from that set forth in Addendum E, the parties will bargain concerning such changes. In no event will the Board be required to self-insure any of the benefits set forth in Addendum E.

## ARTICLE VIII

### 8.00 LEAVE

#### 8.01 Sick Leave

##### A. Accumulation

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

##### B. Uses of Sick Leave

Sick leave may be used for absences due to disability by personal illness, pregnancy, recovery from childbirth, or injury, or exposure to contagious disease which could be communicated to other Instructional Employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury, or death in the Instructional Employee's immediate family that requires the care and/or attendance of the Instructional Employee.

##### C. Responsibility

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

##### D. False Claim

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

##### E. Transfer of Sick Leave Credits

An Instructional Employee who is re-employed by the Board within the past ten (10) years or who transferred from the services of any public agency of the State of Ohio within the past ten (10) years preceding employment by

the Board, shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law and upon receipt of a corroborating statement from the former public employer.

F. Advancement of Sick Leave Credit

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

G. Adoption Leave

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

8.02 Personal Leave

A. Subject to the conditions set forth herein, all Instructional Employees covered hereunder shall be eligible to receive up to three (3) days of personal leave each school year, such personal leave to be compensated at the Instructional Employee's regular daily rate of base compensation for each regular workday on approved personal leave. Such payment shall be exclusive of any applicable supplemental pay.

B. No Charge Against Accrued Sick Leave Credits

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

C. Use of Personal Leave

Such personal leave must be taken in one-half or whole day increments for one of the following reasons:

1. Doctor, dental, or business appointments which can only be scheduled during the working hours.
2. Required court appearances as a litigant or witness (not covered under "Jury and Witness Duty Leave", Article 8, Section 8.08).
3. Religious holiday requiring complete abstinence from work.
4. Death of a close friend.
5. A father or prospective father, immediately before, at, or following the birth of a child.
6. Emergencies, natural or personal, for the Instructional Employee.
7. Other necessary reasons as may be approved by the Superintendent or his/her designee.

D. Notification for Personal Leave

Except in a case of an emergency which prevents the Instructional Employee from securing advance approval, Instructional Employees desiring to take personal leave must submit notification for such leave at least three (3) work days in advance of the day desired off to the applicable Principal. The personal leave form, located in Addendum F, must indicate that personal leave is taken in one-half or one-day segments.

E. Restrictions on Use of Personal Leave

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

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

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

## 8.03 Unpaid Maternity/Parental Leave

### A. Leave Rights

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

### B. Application for Leave

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

### C. Return to Active Service

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

2. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.
3. The return date to active service from parental/maternity leave shall coincide with the first day of the school calendar or the first day of the second semester, unless the Instructional Employee and the Superintendent or his/her designee mutually agree in writing to a different date.
4. If the Instructional Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Instructional Employee shall be assigned to the teaching position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.
5. If the Instructional Employee desires to return to active service prior to the stated date on the application for leave, the Instructional Employee shall notify the Superintendent or his/her designee in writing that an early return to service is requested and the date on which the Instructional Employee would be able to return. Such Instructional Employee may be returned to active service upon the mutual agreement of the Instructional Employee and the Superintendent or his/her designee.

D. Contract Rights

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

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

#### 8.04 Unpaid Sabbatical Leave

- A. Sabbatical leave may be granted to an Instructional Employee who has served in the District at least two (2) years. Any request for sabbatical leave (form located in Addendum F) must be made in writing not later than May 1 of any school year or at a later date at the discretion of the Superintendent or his/her designee. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel, or other reasons deemed to have value to the school system.
  1. Sabbatical leave shall not be granted to more than five (5) percent of the Instructional Employee staff at any one time.
  2. Sabbatical leave shall not be granted to any Instructional Employee more than once for every five (5) years of service.
  3. Sabbatical leaves shall not exceed a year in duration.
  4. Sabbatical leaves shall not be granted a second time to the same individual when other members of the Instructional Employee staff have filed such a request.
  5. The Instructional Employee shall present to the Superintendent or his/her designee a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.
  6. The Instructional Employee shall be required to return to the District at the expiration of sabbatical leave for a period of at least one (1) year unless the Instructional Employee has completed twenty-five (25) years of teaching in Ohio. Such return to work requirement may be waived by the Superintendent or his/her designee.
- B. Sabbatical leave shall be without pay.
- C. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.
- D. The return date to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester, unless the

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

- E. If the Instructional Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Instructional Employee shall be assigned to the Instructional Employee position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.
- F. The Instructional Employee on leave may exercise the option of maintaining group insurance coverages, at the Instructional Employee's expense, during such leaves and if allowable by the insurers under the provisions of Article VII Insurance.
- G. Upon return from leave, the Instructional Employee may purchase S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.

#### 8.05 Unpaid Leave of Absence for Health Reasons

- A. Upon written request of an Instructional Employee (form located in Addendum F), the Board shall grant a leave of absence for a period of not more than two (2) consecutive school years for illness or other disability. A licensed physician shall certify the illness or disability.
- B. Upon subsequent request, such leave may be renewed by the Board.
- C. Without request, the Board may grant similar leave of absence and renewals thereof to an Instructional Employee because of illness or other disability, but such Instructional Employee may have a hearing on such unrequested leave of absence or its renewal, in accordance with Section 3319.16 O.R.C.
- D. If the Instructional Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Instructional Employee shall be assigned to the teaching position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.
- E. An Instructional Employee, prior to returning from a health leave of absence, must furnish a physician's certificate stating that the Instructional Employee is able to perform the duties of his/her position.

- F. Insurance benefits for Instructional Employees on leave of absence for health reasons are covered under the provisions of Article VII.
- G. Upon return from leave, the Instructional Employee may purchase S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.

8.06 Other Unpaid Leaves of Absence

- A. In addition to other unpaid leaves of absence in Article VIII. Leaves of Absence, an unpaid leave of absence may be granted an Instructional Employee for other reasons satisfactorily justified to the Board.
- B. Such unpaid leaves of absence not otherwise set forth in this Agreement shall be defined as a period of time up to one (1) year that an Instructional Employee is granted away from the District. All leaves are subject to the approval of the Superintendent or his/her designee and the Board of Education.
- C. To be eligible for a long term unpaid leave of absence not otherwise set forth in this Agreement, an Instructional Employee must have completed two (2) full years in the District. The Instructional Employee must request the leave (form located in Addendum F) at least thirty (30) days prior to the date on which the leave is to begin.
- D. A leave of absence shall be without pay and the Instructional Employee returning from leave of absence shall not be entitled to advancement on the salary schedule for the period of absence unless provisions contained in Article 6.05 A.B.C. are met, nor shall any sick leave accrue during that time.
- E. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return at the beginning of the student year, or no later than December 1 if the intent is to return at the beginning of the second semester.
- F. The return date to active service shall be a date mutually agreed to in writing by the Instructional Employee and the Superintendent or his/her designee.
- G. The Instructional Employee on leave may exercise the option of maintaining group insurance coverages, at the Instructional Employee's expense, during such leaves and if allowable by the insurers under the provisions of Article VII Insurance.
- H. Upon return from leave, the Instructional Employee may purchase an S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.
- I. If the Instructional Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Instructional

Employee shall be assigned to the Instructional Employee position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Instructional Employee shall be offered a position for which the Instructional Employee is qualified.

- J. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or initiation of termination procedures under the Ohio Revised Code.

#### 8.07 Assault Leave

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

#### 8.08 Jury and Witness Duty Leave

- A. Instructional Employees covered hereunder selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection or order, shall be paid the regular earnings due such persons, provided the provisions set forth in "E" of this section are met.
- B. The Instructional Employee subpoenaed as a witness in court shall, except in situations where they are a party litigant or witness against the Board, be paid the regular earnings due such person, provided the provisions set forth in "E" of this section are met
- C. Leave shall be extended for only such time as is necessary for the jury or witness duty unless otherwise excused by the appropriate supervisor.

- D. Paid leave for witness duty leave under the policy shall be limited to ten (10) days in any school year.
- E. The Instructional Employee receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to their supervisor within forty-eight (48) of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within two (2) weeks following receipt of same.

8.09 Donation of Sick Leave for Catastrophic Illness or Injury

Each Instructional Employee of the school district, certified or classified, may contribute one day of his/her accumulated sick leave to a designated Instructional Employee who is out of sick leave and faces a catastrophic illness or injury (or close family member who faces a catastrophic illness or injury), as certified in writing by the physician of the Instructional Employee (or close family of the Instructional Employee).

The operational procedure shall be as follows:

- A. The Instructional Employee facing such illness or injury shall request of the administrative assistant for personnel that such a plea be made publicly to the employee groups.
- B. The number of days requested, donated, and used by the Instructional Employee shall not exceed 30.
- C. Each employee willing to donate a day of sick leave shall notify the office of the Treasurer, in writing. (Use form in Addendum F.)
- D. The days shall be deducted on a first-come first-served basis, and notice will be given by the Treasurer to the Employee donating sick leave, if such sick leave is used.
- E. Donated sick leave days will not be repaid, and will be permanently subtracted from the Employee donating such days.
- F. Each individual donation shall not exceed one day per donee/donor, per year.

The use of sick leave days by the Instructional Employee making the request will be limited to personal illness or injury and, in order for a request to be considered, a doctor's statement must be submitted along with the request.

The Superintendent or his/her designee shall determine who is eligible, and his/her judgment shall be final.

#### 8.10 Unpaid Political Leave

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

#### 8.11 Family and Medical Leave

- A. To be eligible for FMLA leave, an Instructional Employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin .the rolling year.
- B. Leave Provisions
1. Each eligible Instructional Employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job. A year is based on the rolling year beginning with the last day of one leave to the first day of another leave.
  2. FMLA is in addition to any leaves mentioned in this Agreement. FMLA may be taken separately, or concurrently with other unpaid leaves in this Agreement.
  3. FMLA leave taken for reason (I) or (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty (30) days notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.
  4. FMLA leave taken for reason (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.
- C. Protection of employment and insurance.
1. The Board shall return, if possible, the Instructional Employee taking a leave under this Section to the same position he/she occupied prior to the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the

expiration of FMLA leave shall notify the Superintendent in writing of the need to be on unpaid leave for no more than one additional month. Additional unpaid leave may be requested on a month-to-month basis. Failure to notify the employer or return after requested extension of leave shall constitute termination of employment.

2. The Board shall continue to pay the board contribution to the current health plan for the employee while they are on FMLA leave. The premium portion of the insurance is payable by the employee one month in advance on the first day of the month.
  3. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
- D. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reason (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the Instructional Employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied. The Board may also require an employee to provide medical certification from a licensed physician that the employee is capable of returning to work at the conclusion of the FMLA.

## ARTICLE IX

### 9.00 INDIVIDUAL RIGHTS

#### 9.01 Regular Teaching Contracts

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

1. Name of Instructional Employee.
2. Name of the school district and Board of Education employing said Instructional Employee.
3. Type of contract, limited or continuing.
4. Annual compensation to be paid for the first year of the contract.
5. Basis of determining compensation (i.e., classroom Instructional Employee - B.A. degree - 5 years of experience).
6. Number of paydays.
7. The number of days of service. A school calendar shall be provided.
8. Provision for signature and date of signature of the Instructional Employee being contracted.

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

#### C. Combination Classes

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

#### 9.02 Notice of Professional Certificate Application

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

being deemed to have received the five (5) year license or professional, permanent, or life certificate, in the school year following receipt of such certificate for purposes of continuing contracts.

9.03 Instructional Employee Evaluation

- A. The procedures set forth in Addendum F, A20 for Instructional Employee evaluation supersede the procedures set forth in §3319.111 of the Ohio Revised Code.
- B. Limited contract Instructional Employees will be evaluated during each year in which they are employed on a one-year limited contract, during the last year of any multiple year limited contract, during the year prior to any Instructional Employee being eligible for a continuing contract, and during any year when the Building Principal has concerns about the Instructional Employee's performance. If the Building Principal decides to conduct an evaluation because of concerns about the Instructional Employee's performance, the Principal will provide the Instructional Employee with a letter informing the Instructional Employee of the evaluation, and the reasons.
- C. Continuing contract teachers will be evaluated once every four (4) years. with the administrative right to evaluate annually.

9.04 Limited Contract Sequence

The sequence of contracts for Instructional Employees who are not eligible for continuing contract status will be three successive one-year contracts, followed by successive three-year contracts.

9.05 Supplemental Contracts

- A. All Instructional Employees assigned additional responsibilities, and granted additional compensation for such responsibilities, shall be given a written supplemental contract that is in addition to their regular contract, in keeping with the Ohio Revised Code. Such supplemental contract shall include the following:
  - 1. Name of said Instructional Employee.
  - 2. Name of the school district and Board of Education for which the responsibilities shall be performed.
  - 3. Number of years contract is to be in force.
  - 4. Statement of additional responsibility(ies) and compensation to be provided for each.

5. Dates within which compensation is being provided for said responsibility.
  6. Total compensation-supplemental.
  7. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract, followed by the signature of the Board President and Treasurer of the Board.
  8. Provision for signature and date of signing of the Instructional Employee.
- B. When a Supplemental Contract position is to be filled, such vacancy, if it occurs during the school year, shall be posted prior to the position being filled. In filling Supplemental Contract positions preferential consideration shall be given in the following manner and order.
1. Qualified certified Instructional Employee in the district.
  2. Qualified certified individuals not employed in the district.
  3. Qualified non-certified individuals.
- C. Each year, all varsity head coaches, including Cheerleader Advisors, Trainers and Strength Coaches will be evaluated by the Athletic Director. All other coaches may be evaluated at the discretion of the Athletic Director. Other supplemental areas may also be evaluated. Nothing in this Section affects the right of the Board to renew or non-renew supplemental contracts.
- D. Supplemental Contracts will not be offered to any administrators except those administrators who have been continuously holding the same supplemental contract prior to June 30, 2002.

9.06 Summer School Contracts

- A. Summer school contracts will be issued by June 1 for those teaching positions which the advance student registration indicates will be required. Any contract shall be considered void if there is an insufficient number of students to warrant a class or if funds for such a class are unavailable. Applications will be invited from any interested regular Fairborn City Schools Instructional Employee.
- B. Those Instructional Employees who apply will be considered for employment using the following criteria:
1. First consideration will be given to Instructional Employees with the greater number of years experience in the summer school program.

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

#### 9.07 Continuing Contracts

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

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

A teacher who is in good standing may apply for a continuing contract by submitting a written request to the Superintendent, and if recommended, may be granted a continuing contract. Upon request, the Superintendent shall notify the principal who will have the applying teaching evaluated as set forth in Form B. The continuing contract consideration must be requested no later than September 15 of the school year the teacher wishes to apply for a continuing contract. A teacher may withdraw his/her request for a continuing contract status no later than January 15. A teacher, who is not recommended by the Superintendent and not approved by the Board for a continuing contract, must be notified on or before April 30.

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

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

9.08 Complaints Against Instructional Employees

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

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

- A. If requested by the complainant or the Instructional Employee a meeting involving the Instructional Employee Principal, and complainant, will be arranged at a mutually convenient time to discuss the complaint.
- B. If the complaint is unresolved in a mutually satisfactory manner, it will be appealed to the Superintendent or his/her representative.
- C. If it is still unresolved in a mutually satisfactory manner, the complaint may be appealed to the Board of Education. If a hearing is granted, it will be held in executive session. The Board's decision shall be final.
- D. In each of the above steps, a Instructional Employee may request and be accompanied by counsel and/or a representative of his/her choice at the Instructional Employee's expense.

Conferences regarding such complaints shall be in private.

9.09 Non-Renewal and Termination of Contracts

- A. An Instructional Employee covered hereunder whose Limited Contract is to be recommended for non-renewal shall be given at least two (2) weeks written notice prior to the Superintendent's recommendation appearing on the Board Agenda. Any employee receiving such notice shall be given, during the two (2) week period, the opportunity to meet with the Superintendent or his/her designee to discuss the recommendation. Such employee may be represented at said meeting by an Association Representative.
- B. Notice of non-renewal shall be given to the Instructional Employee on or before April thirtieth (30th) of any school year in the year in which the contract is to expire. Any failure by the Board to take action on an expiring contract of an Instructional Employee covered hereunder shall result in a successor contract for

the following year, in accordance with the applicable provisions of the Ohio Revised Code.

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

#### 9.10 Personnel Record File

- A. A personnel file of each Instructional Employee shall be maintained in a secure file in the office of the Board of Education. This shall be considered a confidential file, and the only official file of recorded information of Instructional Employees maintained by the Board and administration.
- B. Members of the Board, administrative personnel, authorized representatives of the Instructional Employees and the individual concerned shall have access to the personnel file of employees covered hereunder. Any inspection of said file shall be at a mutually agreeable time between the individual concerned, his/her authorized representative(s), and in the presence of the responsible administrator(s), or his/her designee. Prior to the inspection of an Instructional Employee's personnel file by an authorized representative or any person other than members of the Board and administrative personnel, the Board will notify the employee that the inspection has been requested, and when it will take place.
- C. If an Instructional Employee believes that certain material in the file is irrelevant, inappropriate, false, or otherwise invalid, under Ohio's Privacy Act, such material may be challenged. If the Instructional Employee feels any material in the file is not relevant, inappropriate, false, or otherwise invalid but is derogatory to his/her conduct, service, or character, he/she shall have a right to submit a written rebuttal to such material. The rebuttal shall be attached to the official file copy.
- D. Anonymous letters or materials shall not be placed in the Instructional Employee's file, nor shall they be made a matter of record.
- E. If any non-District Personnel requests to review an Instructional Employee's personnel file, only those materials covered by Ohio's Public Records Act will be disclosed.

## 9.11 Vacancies, Transfers, and Re-Assignments

### A. Vacancies

1. A vacancy shall be defined as an available permanent teaching or administrative position that the Board has determined to fill, created by a resignation, transfer, promotion, or a newly created position that has been authorized for filling.
2. During the calendar year, vacancies will be publicized in the school newsletter, or posted in each building. Such written notice shall include the qualifications for the position.
3. During the summer months, written notice will be mailed to the Association President or his/her designee for any certified vacancies. In addition, vacancies will be posted on the District website.
4. Vacancies that occur prior to the end of the school year may be filled on a temporary basis until the end of the school year, at which time the position will be considered vacant.

### B. Transfer Definition

1. A transfer is the changing of an Instructional Employee's placement to another building, grade level, or department.
2. An Instructional Employee-initiated transfer or is one that an Instructional Employee requests for change to another building, grade level, or department.
3. An administrative transfer is a Superintendent-initiated change to another building, grade level, or department
4. A re-assignment is a change of subject or grade level taught without a change in building.

### C. Instructional Employee-Initiated Transfer

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

2. All applications will be acknowledged in writing to the Instructional Employee by the Superintendent or his/her designee and be kept in active file for a twelve (12) month period.
3. Transfer requests on file will be considered for second semester transfer.
4. Instruction Employees will be given first consideration when transfers become available.
5. Upon written request by the Instructional Employee, the application will be revoked, amended, or extended for an additional twelve (12) months.

D. Administrative Transfers or Re-Assignments

1. An Instructional Employee receiving an administrative transfer shall be informed in writing of such impending transfer.
2. An Instructional Employee notified of an administrative transfer shall be granted a conference with the Superintendent or his/her designee, if requested. At such conference the Instructional Employee shall have the reason(s) for the administrative transfer delineated. Such conference shall be on a mutually set date.
3. Should transfers or re-assignments become necessary, qualified volunteers will be sought first by and if there are none, the Superintendent or his/her designee will make the necessary selection. Such selection will not be arbitrary or capricious.
4. Reassignments within the Instructional Employee's building/grade level department will be made by the building principal with consideration given to continuing contract Instructional Employees.

E. Administrative/Supervisory Transfers

Administrative positions will be posted after reassignments or transfers of existing administrative staff have been completed. Any Instructional Employee contracted to a supervisory or administrative position in the District, and later returned to a teaching position in the District, shall retain such rights as he/she may have had under this Agreement prior to such transfer.

9.12 Student Discipline

In addition to Instructional Employee having the right to parent conferences, parent phone calls, and conferences with the Principal to effect discipline, Instructional Employees shall have the right to utilize "Instructional Employee Detentions" for non-academic, disciplinary problems. Such Instructional Employee detentions shall be for

thirty (30) minutes and not be used until the Instructional Employee gives at least 24 hour prior notice to the student's parent(s).

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

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

#### 9.13 Parental Requests

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

#### 9.14 Chronic Communicable Diseases

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

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

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

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

9.15 Student Testing

The district will not release to the public an Instructional Employee's name or classroom number in regard to test scores, the results of any test averages, or placements unless the state mandates the district to do so.

Test results may be used with individual instructional Employees and their Principals to discuss areas of needed improvement and for in-service. During in-service, no individual Instructional Employees' names shall be referenced.

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

9.16 Record Check

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

9.17 Right to Representation

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

9.18 Instructional Employee's Child Attendance

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

## ARTICLE X

### 10.00 WORK YEAR AND WORK DAY

#### 10.01 Instructional Employee Year/Day

##### A. Work Year

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

1. One hundred eighty (180) days of instruction plus two (2) days shall be used for opening and closing days for instructional employees. Opening day shall consist of one-half day for instructional employee meetings and one-half day of classroom preparation. Instructional employees will be provided one full day for closing day procedures. In addition, one (1) day shall be used for a record keeping day which will be determined by the calendar committee.
2. The record keeping day is to be used to prepare the students' grades so that they may be turned in by the instructional employees. The date is to be determined by the calendar committee.
3. One day in October shall be a school holiday for students to permit teachers to attend district, professional or organizational meetings. (To conform to W.O.E.A. calendar)

4. Participation in W.O.E.A. day is the sole responsibility of the teacher and is not considered as a day for which teachers are compensated. Unless otherwise agreed to by the parties, such day is in addition to the 183 days.
5. There shall be up to 4 waiver days to be included within the one hundred eighty-three (183) workdays for the purpose of professional development. The agenda will be developed with input from the building professional development team and teacher surveys, subject to the approval of the superintendent.
6. The association will appoint up to 4 members to serve on the building professional development team in addition to the Building Principal and at the option of the Principal, any administrative assistant(s) from the building. Teacher surveys will be developed by the professional development team.
7. The Board will annually put on the calendar and provide the teachers in grades pre-K – 5<sup>th</sup> grade with seven total uninterrupted forty-five (45) minute early dismissal days to begin before the scheduled dismissal time for students for the purpose of record keeping and classroom preparation.
8. The Board will annually put on the school calendar and provide the teachers in grades 6-12 with seven total uninterrupted forty (40) minute(s) early dismissal days to begin before the scheduled dismissal time for students for the purposes of record keeping and classroom preparation.
9. The seven (7) days in 7 & 8 above will be scheduled as follows:  
Three (3) of the seven (7) days will be at the end of each of the first three quarters on the first day of the new quarter. Three additional dates are to be placed on the first day of attendance in the week of interims for the first three quarters. The final early dismissal will be scheduled on the last day of school for students.

B. Work Day

The length of the working day for Instructional Employees covered hereunder shall consist of no more than seven and one-half (7 ½) consecutive hours, inclusive of a thirty (30) minute duty-free lunch period.

C. Emergencies

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

D. Elementary Day

1. The instructional day for elementary pupils in Grades 1-5 shall consist of a minimum of (6) hours, including lunch. Each elementary teacher will have not less than three hundred (300) minutes of planning time in each normal five (5) day work week, including 45 consecutive, uninterrupted minutes per day with the exception of no more than fourteen (14) required meetings per year.
2. Any other meetings during this time period will be voluntary. Waiver days will not be considered to be required meetings for purposes of this section.
3. Reasonable efforts will be made to hold IEP/IAT meetings at times other than during the forty-five (45) minutes planning time prior to the student day. Required attendance at IEP meetings will be determined by the building Principal. Instructional Employees may choose to attend non-required meetings during any non-instructional time.

E. Meetings

1. Instructional Employees are expected to attend faculty meetings and/or departmental meetings unless officially excused by the Building Principal or Department Coordinator, consistent with the limitation in Paragraph D above. Meetings may be held before or after school and shall be scheduled only when necessary and held to a reasonable length of time. It is recognized that the volunteering of time to attend Open House meetings is accepted as a professional responsibility commitment with the teaching profession.
2. A subcommittee of the Staff Development Committee established pursuant to the District's Continuous Improvement Plan, which subcommittee will be made up of three (3) Association representatives and three (3) administrators will prepare a plan for the application of waiver days to be submitted to the State Department of Education. The Plan will be submitted to the Professional Development Committee for review, and then to the Superintendent no later than February 15 of each year commencing 2001, for final decision.

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

10.02 Parent/Instructional Employee Conferences

All Instructional Employees covered hereunder will be available for Parent/Instructional Employee Conferences when such requests are initiated by a parent. Such conferences shall be scheduled at a time mutually determined by the

parent, Instructional Employee, and Principal if the Principal is requested to be present.

10.03 Calendar Committee

- A. A joint committee, consisting of three (3) Board representatives and nine (9) Association representatives, consisting of 1 representative from Wright campus, 2 representatives from the Primary building, 2 from the Intermediate building, 2 from the middle school, and 2 from the high school, shall be appointed by the respective parties for the purpose of developing recommendations for a school calendar. This committee will meet at a mutually agreed upon time and place, no later than January 31.

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

- B. The calendar committee will share information discussed with all members in a uniform process determined by the committee. Any vote that takes place will be done in a district wide uniform process. Votes will take place no sooner than five (5) school days after the notification of any calendar changes/options.
- C. Any necessity for a revised calendar, after the regular school calendar has been adopted, will if time permits, be forwarded to the joint calendar committee for their opinion prior to being considered for adoption by the Board of Education.
- D. In the event school days are lost due to the severe weather, Instructional Employees shall make up those days without reimbursement, excluding those days excused by Statute.
- E. In addition to the calendar containing scheduled days for Parent/Instructional Employee Conferences, Kindergarten Instructional Employees shall be scheduled for one (1) additional Parent/Instructional Employee Conference Day in both the fall and the spring.

10.04 Professional Dress/Staff

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

## ARTICLE XI

### 11.00 WORKING CONDITIONS

#### 11.01 Class Size

- A. Every reasonable effort shall be made to keep class size at twenty-five (25) pupils or fewer per class in K-5 and thirty (30) pupils or fewer per class in 6-12. Specialized—classes, such as vocal and instrumental music and summer physical education, may by the nature of the program exceed this limit. Re-assignment of students and/or Instructional Employees necessitated by classes over the above limits shall be completed within thirty (30) school days of the beginning of each semester. It is understood that an Instructional Employee may, at his or her sole option, accept a class in excess of the above limits. In the event that the number of students exceeds the above limits, except for the specialized classes, the Instructional Employee will receive \$200.00 per student for every semester that the student is in the classroom for nine (9) of the eighteen (18) weeks. Such payment shall be made at the end of the school year.

After reasonable effort is made to keep class size at the limited outlined in Article 11.01, the Board or its representative will ask for willing and interested Instructional Employees to accept a class in excess of those limits discussed above.

- B. Every effort will be made to limit class loads for regular classes at the High School to one hundred fifty (150) students per semester per teacher. Where regular class load exceed one hundred fifty (150) students, efforts will be made to balance the student load among the various applicable staff members. As used herein, “regular classes” are to be distinguished from “specialized classes.” Additionally, efforts shall be made to keep preparations to more than three (3) per staff members, per semester, and to limit study halls to sixty (60) students per adults

#### 11.02 Teaching Environment Concern Procedure

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

### 11.03 Facilities

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

### 11.04 Local Professional Development Committee

- A. In accordance with ORC 3319.22, a Local Professional Development Committee (LPDC) shall be formed to establish and review the standards and requirements for obtaining and renewing temporary, associate, provisional and professional educator licenses. LPDC: An LPDC shall be established to decide equivalent activities toward Continuing Education Units (CEUs); develop a format for Individual Professional Development Plan (IPDP) Proposals for District-wide use; establish appropriate training in the IPDP process for all members; review breaches of confidentiality and to establish and implement an appeals procedure.
1. LPDC Membership: The LPDC shall be comprised of five (5) members. Four (4) shall be Instructional Employees.
  2. Instructional Employee Members: Three (3) Instructional Employee members shall be appointed as per the Association Constitution and By-laws.
  3. Terms of Instructional Employee Members: Instructional Employee members shall serve a term of two (2) years in a staggered rotation as per the Association Constitution and By-Laws.
  4. Vacancy: In the event there is a vacancy for an Instructional Employee member on the LPDC, a new member will be appointed as per the Association Constitution and By-Laws to fulfill the vacant term.
  5. LPDC Operating Procedures: Members of the LPDC shall elect a Chairperson at the first meeting. Additionally, the LPDC shall determine its operating procedures and meetings schedule by consensus. A quorum is one over half membership. Meetings shall be held when possible outside the school day to keep District costs at a minimum. Where consensus is not possible, a vote of simple majority of the full membership of the Committee shall be required for action.
  6. Removal of a Member: Members of the LPDC serve at the pleasure of the appointing official and may be appointed and/or removed by the appointing official with just cause.
- B. Instructional employee IPDP: In accordance with ORC 3319.22 and the Department of Education Regulation 3301-24-08, each educator who desires to fulfill the license renewal is responsible for the design of an IPDP

subject to approval of the LPDC. The IPDP must follow all district approved guidelines. The plan shall be based on the needs of the educator, the students, the school, and the District.

- C. Appeals Process: The LPDC has developed an appeals process.
- D. Clerical Service: The Board shall be responsible for clerical and record keeping service for the LPDC.
- E. The four (4) Instructional Employee members of the LPDC designated by the Association each shall receive a stipend of \$1000.00 per year. The Instructional Employee member who serves as chairperson shall receive an additional stipend for \$200.00. This stipend shall not set a precedent for other District committees. The committee may use up to twelve (12) release days for LPDC actions. The Board will provide substitutes.

#### 11.05 Entry Year/Mentor Program

- A. The mentoring program is a way of providing quality on-the job assistance for first-year teachers. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom.
- B. Mentors will be selected from teachers who have submitted a letter of interest to their building principal during the month of April but no later than June 1 of the year prior to the mentoring. The selection team must include but is not limited to at least one (1) Principal, at least one (1) supervisor and former mentor teachers and/or mentor committee members. No teacher will be required to serve as a mentor.
- C. The requirements for the position of mentor teacher include:
  - 1. Mentors shall have at least five (5) years of successful instructional experience, three of which must be in the district.
  - 2. The mentor will have completed Pathwise and Ohio First, prior to the first observation of the entry-year teacher.
  - 3. Mentors will participate in the District approved Entry Year Program. The district will assume the responsibility for the program.
- D. Mentors will be assigned to the entry-year teacher as soon as possible and every reasonable attempt will be made to match the mentor and entry-year teacher in subject area and/or grade level. Every reasonable attempt will be made to make the assignment of the entry-year teachers and mentors as fair and equitable as possible.
- E. The District will pay the mentor a yearly stipend of \$ 1,000.00 for each entry-year teacher mentored. It is suggested that a mentor be assigned to no more than one entry year teacher.

- F. Should the mentor resign or be otherwise replaced, a proportionate stipend shall be made to the affected mentor teacher.
- G. An entry-year teacher is defined as a person new to the profession of teaching. Participation in the entry year program is compulsory for beginning teachers who hold two-year provisional licenses or an initial four (4) year certificate beginning with the 2002-2003 school year.
- H. The lead mentor will be compensated a yearly stipend of \$ 1,500.00.
- I. Mentors and entry-year teachers will each be granted three (3) days of release time to attend support meetings. Mentors will be provided three half days of release time and/or release periods during the school year for the purpose of completing classroom observations of each entry-year teacher.

#### 11.06 Distance Learning Committee

Effective June 2004, a Distance Learning Committee will be established to gather information and make recommendations.

#### 11.07 Students With IEPs

- A. The assignment of students with IEPs shall be made consistent with state and federal law.
- B. Each regular classroom Instructional Employee will be provided information and, if necessary, additional opportunities for inservice in meeting the individual needs of IEP students.

#### 11.08 Sexual Harassment Procedure

Sexual harassment is strictly prohibited.

The following procedure for processing sexual harassment complaints shall be used:

- A. Any Instructional Employee who believes that he/she is the object of sexual harassment shall bring such behavior to the immediate attention of the district's Title VII Compliance Officer(s).
- B. Complaints by the alleged victim shall be reduced to writing within five (5) working days after being reported in accordance with paragraph A and shall contain sufficient specificity to enable the Employer to investigate.
- C. Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate. All the circumstances shall be considered in determining whether or not sexual harassment has occurred.

11.09 Noon Duty Aids

The Board will maintain the current noon duty positions and they will be responsible for performing the duties outlined in the Fairborn City Schools Board of Education adopted job description.

## ARTICLE XII

### 12.00 SHARED STAFFING

#### 12.01 Shared Staffing

- A. Job Sharing between Instructional Employees employed by the Board may occur with permission from the Superintendent or his/her designee.
- B. Each Instructional Employee doing job sharing will be responsible for a 3 hour and 30 minute session each school day. The Instructional Employees, in consultation with the principal, will determine by mutual agreement which Instructional Employee will teach in the morning and which will teach in the afternoon.
- C. Instructional employees who job share will be jointly responsible for the following:
  - Attending open house, IEPs and conferences;
  - Completing IEPs;
  - Preparing the classroom;
  - Alternating or sharing field trip supervision;
  - Coordinating lessons and units;
  - Communicating daily classroom activities;
  - Sharing duties;
  - Attending staff/in-service meetings and activities.
- D. All compensation, leave and benefits will not exceed package provided to one full time bargaining member.
- E. Job sharing Instructional Employees will continue to accrue seniority pursuant to the provisions of the Agreement.
- F. Job sharing Instructional Employees shall be considered for change in contact status, evaluation, and layoff on the same basis as full-time Instructional Employees.
- G. Job sharing Instructional Employees will be given the option of return to full-time teaching positions at the end of each school year.

### ARTICLE XIII

#### 13.00 NO STRIKE/LOCKOUT

- 13.01 It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the Instructional Employees or the Association.
- 13.02 The Association agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement.

## ARTICLE XIV

### 14.00 REDUCTIONS IN FORCE

- A. When, in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular Instructional Employees after leaves of absence, by reason of suspension of school or territorial changes affecting the District, grade or curricular re-organization, or for financial reasons, such reduction will be made by suspension of contracts in accordance with the following procedures.
- B. Such contract suspensions shall comply with Section 3319.17 of the Ohio Revised Code. Further, the suspension shall occur on the basis of seniority by teaching field and shall occur to non-tenured teachers first. Should it become necessary to suspend the contract of any tenured teacher, such suspension shall be on the basis of seniority.
- C. Certificated areas must be on record in the Instructional Employees' personnel file by March 1 of any school year. Continuing contracts will be granted only once each year, prior to April 30.
- D. Any Instructional Employee displaced as a result of a reduction in force from his/her current teaching assignment when the teacher position has been abolished, may displace the least senior Instructional Employee in any area for which the teacher is certified/licensed to do so in the field(s) in which he/she holds a certificate.
- E. Should administrative transfers or reassignments become necessary due to a reduction in force, qualified volunteers may be sought first. However, if there are none, no employee shall be involuntarily transferred or reassigned from his or her position as a result of a reduction in force.

### 14.01 DISPLACEMENT RIGHTS

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

- A. The displaced employee must be the least senior Instructional Employee in that area for which the teacher is certified/licensed.
- B. The displaced teacher shall transfer to any open positions for which the teacher is certified/licensed within the building. The displaced teacher with seniority will have first choice. If the displaced teacher should choose not to accept the open position within the building, the teacher will choose from vacancies open positions within the District for which they are certified/licensed. In order for an Instructional Employee's area(s) of certification/licensure to be considered, that Instructional Employee's

certificate(s)/license showing such area(s) must be in the Instructional Employee's official personnel file as set forth above. The Instructional Employee exercising displacement rights may only do so in the field(s) in which he/she holds a certificate/licensure.

- C. If there are no vacancies, the displaced teacher with seniority, may displace the least senior teacher in the district in that area for which the teacher is certified/licensed.

#### 14.02 SENIORITY

- A. When used in this Article, seniority is defined as years of continuous employment within the Fairborn School District. Where seniority among two (2) or more affected Instructional Employees is equal under this definition, preference shall be given in priority as follows:
  - 1. Total numbers of years of teaching experience in the Fairborn School District.
  - 2. Date of employment as determined by Board Minutes (Board meeting date).
  - 3. Date of "Intent to Employ."
  - 4. Amount of training in subject area(s) of certification/licensure using courses that qualify for salary schedule advancement.
  - 5. Additional ties in seniority shall be broken by a hat draw by the Superintendent or designee in the presence of affected employees.
- B. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension for reduction in teaching staff reasons if the Instructional Employee is reinstated.
- C. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the Instructional Employee was on such unpaid leave will not be counted in total years of service in determining seniority rights hereunder.
- D. Seniority shall be lost when an Instructional Employee resigns or leaves the employ of the Board due to non-renewal or termination of contract.
- E. A seniority list of all salaried teaching Instructional Employees will be made available to the Association by October 30.

#### 14.03 RECALL RIGHTS

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

- A. Recall rights shall be limited to twenty-four (24) months, commencing with the first affected day
- B. Instructional Employees whose contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area of certification/licensure at the time of recall. Instructional Employees must notify the District of any changes in their area(s) of certification.
- C. An Instructional Employee notified of recall to a position may turn down the first offered position, allowing the Superintendent or his/her designee to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If an Instructional Employee refuses recall to second position, said Instructional Employee's name shall be removed from the recall list.
- D. Instructional Employees on recall status shall have the responsibility for keeping the Superintendent or his/her designee informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail to the Instructional Employee's last known address. Failure to contact the Superintendent or his/her designee to accept such recall within five (5) calendar days of the date of such mailing is delivered and signed for shall remove the Instructional Employee from recall status.

#### 14.04 NOTICE OF CONTRACT SUSPENSION

No Instructional Employee covered hereunder shall have his/her contract suspended unless the affected Instructional Employee(s) has been given at least a fifteen (15) calendar day notice of the Superintendent's intention to recommend such suspension to the Board. Notice of any impending reduction in force shall be given to the Association President thirty (30) calendar days prior to the Board taking action under this Article.

- 14.05 Nothing contained herein shall abridge the Board's right to non-renew a limited contract Instructional Employee for reasons other than a reduction in force, in accordance with applicable Ohio law.
- 14.06 The suspended Instructional Employee may exercise the option of maintaining group insurance coverages, at the Instructional Employee's expense, during his/her suspension and if allowable by the insurers under the provision of Article VII, Insurance.

## ARTICLE XV

### 15.00 EFFECTS OF CONTRACT

#### 15.01 Provisions Contrary to Law

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

#### 15.02 Non-Discrimination

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against an Instructional Employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
  
- B. The Board, the Association, and each Instructional Employee will comply with all applicable laws forbidding discrimination on account of race, color, creed, religion, handicap, sex, age, or political affiliation.

#### 15.03 Amendments

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

#### 15.04 Copies of Agreement

The Board shall provide copies of this Agreement to all Instructional Employees covered hereunder. The President of the Association shall be given thirty-five (35) extra copies. New Instructional Employees to the District shall receive a copy of this Agreement.

ARTICLE XVI

16.00 MISCELLANEOUS

16.01 Day

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

**ARTICLE XVII**

**17.00 DURATION OF AGREEMENT**

**17.01 Duration**

This Agreement shall be effective as of June 9, 2011 and shall remain in effect through June 30, 2013, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date June 30, 2013, or the end of any yearly extension period.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23 day of June 2011.

FAIRBORN BOARD OF EDUCATION

By [Signature]  
Superintendent

By [Signature]  
Treasurer

By [Signature]  
Board President

By [Signature]  
Director Certified Personnel

FAIRBORN EDUCATION ASSOCIATION

By [Signature]  
President

By [Signature]  
Negotiations Co-Chairperson

By [Signature]  
Negotiations Co-Chairperson

By [Signature]  
Designated Representative

## ADDENDUM A

Two semester hours equal three quarter hours.

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

Masters + 30 means any Masters' Degree with at least 30 semester hours earned after the date of the Masters' Degree.

**ADDENDUM B**

2011-2012 Teacher Salary Schedule

Years of Teaching	Non-Degree	Bachelors	Yrs.	Bach. With 135 Sem Hrs	Bach. With 150 Sem Hrs	Yrs.	Masters	MA or MS (60) MA or MS +30	Doctorate
1	\$31,368	\$33,194	1	\$35,053	\$36,912	1	\$38,771	\$40,629	\$42,488
2	\$33,194	\$35,053	2	\$36,912	\$38,771	2	\$40,629	\$42,488	\$44,347
3	\$35,053	\$36,912	3	\$38,771	\$40,629	3	\$42,488	\$44,347	\$46,206
4	\$36,912	\$38,771	4	\$40,629	\$42,488	4	\$44,347	\$46,206	\$48,065
5	\$38,771	\$40,629	5	\$42,488	\$44,347	5	\$46,206	\$48,065	\$49,924
6	\$40,629	\$42,488	6	\$44,347	\$46,206	6	\$48,065	\$49,924	\$51,783
7	\$42,488	\$44,347	7	\$46,206	\$48,065	7	\$49,924	\$51,783	\$53,642
8	\$44,347	\$46,206	8	\$48,065	\$49,924	8	\$51,783	\$53,642	\$55,500
9	\$46,206	\$48,065	9	\$49,924	\$51,783	9	\$53,642	\$55,500	\$57,359
10	\$48,065	\$49,924	10	\$51,783	\$53,642	10	\$55,500	\$57,359	\$59,218
11	\$49,924	\$51,783	11	\$53,642	\$55,500	11	\$57,359	\$59,218	\$61,077
12	\$51,783	\$53,642	12	\$55,500	\$57,359	12	\$59,218	\$61,077	\$62,936
13	\$53,642	\$55,500	13	\$57,359	\$59,218	13	\$61,077	\$62,936	\$64,795
14	\$55,500	\$57,359	14	\$59,218	\$61,077	14	\$62,936	\$64,795	\$66,654
15	\$57,359	\$59,218	15	\$61,077	\$62,936	15	\$64,795	\$66,654	\$68,512
20	\$59,218	\$61,077	20	\$62,936	\$64,795	20	\$66,654	\$68,512	\$70,371
21	\$61,077	\$62,936	21	\$64,795	\$66,654	21	\$68,512	\$70,371	\$72,230
25	\$62,936	\$64,795	25	\$66,654	\$68,512	25	\$70,371	\$72,230	\$74,089
27	\$64,795	\$66,654	27	\$68,512	\$70,371	27	\$72,230	\$74,089	\$75,948
	Intra-School	Intramural		Supervision	\$23.72				
	Summer	School			\$23.72				
	Home	Instruction			\$23.72				

**ADDENDUM B**

2012-2013 Teacher Salary Schedule

Years of Teaching	Non-Degree	Bachelors	Yrs.	Bach. With 135 Sem Hrs	Bach. With 150 Sem Hrs	Yrs.	Masters	MA or MS (60) MA or MS +30	Doctorate
1	\$31,368	\$33,194	1	\$35,053	\$36,912	1	\$38,771	\$40,629	\$42,488
2	\$33,194	\$35,053	2	\$36,912	\$38,771	2	\$40,629	\$42,488	\$44,347
3	\$35,053	\$36,912	3	\$38,771	\$40,629	3	\$42,488	\$44,347	\$46,206
4	\$36,912	\$38,771	4	\$40,629	\$42,488	4	\$44,347	\$46,206	\$48,065
5	\$38,771	\$40,629	5	\$42,488	\$44,347	5	\$46,206	\$48,065	\$49,924
6	\$40,629	\$42,488	6	\$44,347	\$46,206	6	\$48,065	\$49,924	\$51,783
7	\$42,488	\$44,347	7	\$46,206	\$48,065	7	\$49,924	\$51,783	\$53,642
8	\$44,347	\$46,206	8	\$48,065	\$49,924	8	\$51,783	\$53,642	\$55,500
9	\$46,206	\$48,065	9	\$49,924	\$51,783	9	\$53,642	\$55,500	\$57,359
10	\$48,065	\$49,924	10	\$51,783	\$53,642	10	\$55,500	\$57,359	\$59,218
11	\$49,924	\$51,783	11	\$53,642	\$55,500	11	\$57,359	\$59,218	\$61,077
12	\$51,783	\$53,642	12	\$55,500	\$57,359	12	\$59,218	\$61,077	\$62,936
13	\$53,642	\$55,500	13	\$57,359	\$59,218	13	\$61,077	\$62,936	\$64,795
14	\$55,500	\$57,359	14	\$59,218	\$61,077	14	\$62,936	\$64,795	\$66,654
15	\$57,359	\$59,218	15	\$61,077	\$62,936	15	\$64,795	\$66,654	\$68,512
20	\$59,218	\$61,077	20	\$62,936	\$64,795	20	\$66,654	\$68,512	\$70,371
21	\$61,077	\$62,936	21	\$64,795	\$66,654	21	\$68,512	\$70,371	\$72,230
25	\$62,936	\$64,795	25	\$66,654	\$68,512	25	\$70,371	\$72,230	\$74,089
27	\$64,795	\$66,654	27	\$68,512	\$70,371	27	\$72,230	\$74,089	\$75,948
	Intra-School	Intramural		Supervision	\$23.72				
	Summer	School			\$23.72				
	Home	Instruction			\$23.72				

2011-2012 and 2012-2013 Teacher Salary Index

Years of Teaching	Non-Degree	Bachelors	Yrs.	Bach. With 135 Sem Hrs	Bach. With 150 Sem Hrs	Yrs.	Masters	MA or MS (60) MA or MS +30	Doctorate
1	0.945	1.000	1	1.056	1.112	1	1.168	1.224	1.280
2	1.000	1.056	2	1.112	1.168	2	1.224	1.280	1.336
3	1.056	1.112	3	1.168	1.224	3	1.280	1.336	1.392
4	1.112	1.168	4	1.224	1.280	4	1.336	1.392	1.448
5	1.168	1.224	5	1.280	1.336	5	1.392	1.448	1.504
6	1.224	1.280	6	1.336	1.392	6	1.448	1.504	1.560
7	1.280	1.336	7	1.392	1.448	7	1.504	1.560	1.616
8	1.336	1.392	8	1.448	1.504	8	1.560	1.616	1.672
9	1.392	1.448	9	1.504	1.560	9	1.616	1.672	1.728
10	1.448	1.504	10	1.560	1.616	10	1.672	1.728	1.784
11	1.504	1.560	11	1.616	1.672	11	1.728	1.784	1.840
12	1.560	1.616	12	1.672	1.728	12	1.784	1.840	1.896
13	1.616	1.672	13	1.728	1.784	13	1.840	1.896	1.952
14	1.672	1.728	14	1.784	1.840	14	1.896	1.952	2.008
15	1.728	1.784	15	1.840	1.896	15	1.952	2.008	2.064
20	1.784	1.840	20	1.896	1.952	20	2.008	2.064	2.120
21	1.840	1.896	21	1.952	2.008	21	2.064	2.120	2.176
25	1.896	1.952	25	2.008	2.064	25	2.120	2.176	2.232
27	1.952	2.008	27	2.064	2.120	27	2.176	2.232	2.288

**FAIRBORN CITY SCHOOLS  
SALARY PAYMENT PLAN  
2011-2012 YEAR ONLY**

Base Salary: \$ 33,194

**BASE & STEP FREEZE**

<u>Step</u>	<u>Non-Degree Salary</u>	<u>Bachelors Salary</u>	<u>BA+135 Salary</u>	<u>BA+150 Salary</u>	<u>Masters Salary</u>	<u>MA or MS (60) +30 Salary</u>	<u>Doctorate Salary</u>
1	\$ 31,368	\$ 33,194	\$ 35,053	\$ 36,912	\$ 38,771	\$ 40,629	\$ 42,488
2	\$ 33,194	\$ 35,053	\$ 36,912	\$ 38,771	\$ 40,629	\$ 42,488	\$ 44,347
3	\$ 35,053	\$ 36,912	\$ 38,771	\$ 40,629	\$ 42,488	\$ 44,347	\$ 46,206
4	\$ 36,912	\$ 38,771	\$ 40,629	\$ 42,488	\$ 44,347	\$ 46,206	\$ 48,065
5	\$ 38,771	\$ 40,629	\$ 42,488	\$ 44,347	\$ 46,206	\$ 48,065	\$ 49,924
6	\$ 40,629	\$ 42,488	\$ 44,347	\$ 46,206	\$ 48,065	\$ 49,924	\$ 51,783
7	\$ 42,488	\$ 44,347	\$ 46,206	\$ 48,065	\$ 49,924	\$ 51,783	\$ 53,642
8	\$ 44,347	\$ 46,206	\$ 48,065	\$ 49,924	\$ 51,783	\$ 53,642	\$ 55,500
9	\$ 46,206	\$ 48,065	\$ 49,924	\$ 51,783	\$ 53,642	\$ 55,500	\$ 57,359
10	\$ 48,065	\$ 49,924	\$ 51,783	\$ 53,642	\$ 55,500	\$ 57,359	\$ 59,218
11	\$ 49,924	\$ 51,783	\$ 53,642	\$ 55,500	\$ 57,359	\$ 59,218	\$ 61,077
12	\$ 51,783	\$ 53,642	\$ 55,500	\$ 57,359	\$ 59,218	\$ 61,077	\$ 62,936
13	\$ 53,642	\$ 55,500	\$ 57,359	\$ 59,218	\$ 61,077	\$ 62,936	\$ 64,795
14	\$ 55,500	\$ 57,359	\$ 59,218	\$ 61,077	\$ 62,936	\$ 64,795	\$ 66,654
15	\$ 57,359	\$ 59,218	\$ 61,077	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512
20	\$ 59,218	\$ 61,077	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371
21	\$ 61,077	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371	\$ 72,230
25	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371	\$ 72,230	\$ 74,089
27	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371	\$ 72,230	\$ 74,089	\$ 75,948

**FAIRBORN CITY SCHOOLS  
SALARY PAYMENT PLAN  
2012-2013 YEAR ONLY**

Base Salary: \$ 33,194

**BASE FREEZE & 1/2 STEP INCREASE**

Step	Non-Degree Salary	Bachelors Salary	BA+135 Salary	BA+150 Salary	Masters Salary	MA or MS (60)/+30 Salary	Doctorate Salary
1	\$ 31,368	\$ 33,194	\$ 35,053	\$ 36,912	\$ 38,771	\$ 40,629	\$ 42,488
2	\$ 32,281	\$ 34,123	\$ 35,982	\$ 37,841	\$ 39,700	\$ 41,559	\$ 43,418
3	\$ 34,123	\$ 35,982	\$ 37,841	\$ 39,700	\$ 41,559	\$ 43,418	\$ 45,277
4	\$ 35,982	\$ 37,841	\$ 39,700	\$ 41,559	\$ 43,418	\$ 45,277	\$ 47,135
5	\$ 37,841	\$ 39,700	\$ 41,559	\$ 43,418	\$ 45,277	\$ 47,135	\$ 48,994
6	\$ 39,700	\$ 41,559	\$ 43,418	\$ 45,277	\$ 47,135	\$ 48,994	\$ 50,853
7	\$ 41,559	\$ 43,418	\$ 45,277	\$ 47,135	\$ 48,994	\$ 50,853	\$ 52,712
8	\$ 43,418	\$ 45,277	\$ 47,135	\$ 48,994	\$ 50,853	\$ 52,712	\$ 54,571
9	\$ 45,277	\$ 47,135	\$ 48,994	\$ 50,853	\$ 52,712	\$ 54,571	\$ 56,430
10	\$ 47,135	\$ 48,994	\$ 50,853	\$ 52,712	\$ 54,571	\$ 56,430	\$ 58,289
11	\$ 48,994	\$ 50,853	\$ 52,712	\$ 54,571	\$ 56,430	\$ 58,289	\$ 60,148
12	\$ 50,853	\$ 52,712	\$ 54,571	\$ 56,430	\$ 58,289	\$ 60,148	\$ 62,006
13	\$ 52,712	\$ 54,571	\$ 56,430	\$ 58,289	\$ 60,148	\$ 62,006	\$ 63,865
14	\$ 54,571	\$ 56,430	\$ 58,289	\$ 60,148	\$ 62,006	\$ 63,865	\$ 65,724
15	\$ 56,430	\$ 58,289	\$ 60,148	\$ 62,006	\$ 63,865	\$ 65,724	\$ 67,583
16-19	\$ 57,359	\$ 59,218	\$ 61,077	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512
20	\$ 58,289	\$ 60,148	\$ 62,006	\$ 63,865	\$ 65,724	\$ 67,583	\$ 69,442
21	\$ 60,148	\$ 62,006	\$ 63,865	\$ 65,724	\$ 67,583	\$ 69,442	\$ 71,301
22-24	\$ 61,077	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371	\$ 72,230
25	\$ 62,006	\$ 63,865	\$ 65,724	\$ 67,583	\$ 69,442	\$ 71,301	\$ 73,160
26	\$ 62,936	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371	\$ 72,230	\$ 74,089
27	\$ 63,865	\$ 65,724	\$ 67,583	\$ 69,442	\$ 71,301	\$ 73,160	\$ 75,018
28+	\$ 64,795	\$ 66,654	\$ 68,512	\$ 70,371	\$ 72,230	\$ 74,089	\$ 75,948

Lines added to accommodate 1/2 step increase  
for salary payment plan purposes and use by Treasurer's office.

ADDENDUM C

**SUPPLEMENTAL SALARY SCHEDULE**

- CATEGORY I** - Athletic positions (coaches, cheerleader advisors, trainers, strength coaches)
- CATEGORY II** - Class, club, and other advisors
- CATEGORY III** - Department Coordinators

**Masters Step 1 - Basis**

	<u>Step 1</u>	<u>Percentage</u> <u>Step 2</u>	<u>Step 3</u>
<b><u>Position: Category I</u></b>			
Football - Head Coach	.16	.1625	.165
Assistant	.10	.1025	.105
Freshman	.055	.0575	.06
8 <sup>th</sup> Grade Head Coach	.05	.0575	.06
8 <sup>th</sup> Grade Assistant	.04	.0425	.045
7 <sup>th</sup> Grade Head Coach	.055	.0575	.06
7 <sup>th</sup> Grade Assistant	.04	.0425	.045
Soccer - Boys			
Varsity Coach	.12	.1225	.125
Varsity Assistant	.07	.0725	.075
Reserve Coach	.07	.0725	.075
"B" Coach	.055	.0575	.06
Soccer - Girls			
Varsity Coach	.12	.1225	.125
Varsity Assistant	.07	.0725	.075
Reserve Coach	.07	.0725	.075
"B" Coach	.055	.0575	.06
Basketball - Boys			
Varsity Coach	.145	.1475	.15
Varsity Assistant	.09	.0925	.095
Reserve Coach	.09	.0925	.095
Freshman Coach	.055	.0575	.06
8 <sup>th</sup> Grade Coach	.055	.0575	.06
7 <sup>th</sup> Grade Coach	.055	.0575	.06

	<u>Step 1</u>	<u>Percentage</u> <u>Step 2</u>	<u>Step 3</u>
Basketball - Girls			
Varsity Coach	.145	.1475	.15
Varsity Assistant	.09	.0925	.095
Reserve Coach	.09	.0925	.095
Freshman Coach	.055	.057	.06
8 <sup>th</sup> Grade Coach	.055	.0575	.06
7 <sup>th</sup> Grade Coach	.055	.0575	.06
Cross Country - Boys			
Head Coach	.055	.0575	.06
Middle High Head Coach	.04	.0425	.045
Cross Country - Girls			
Head Coach	.055	.0575	.06
Middle High Head Coach	.04	.0425	.045
Wrestling			
Varsity Coach	.145	.1475	.15
Reserve Coach	.09	.0925	.095
Freshman Coach	.055	.0575	.06
Middle High Head	.055	.0575	.06
Middle High Assistant	.04	.0425	.045
Track - Boys			
Varsity Coach	.09	.0925	.095
Reserve Coach	.065	.0675	.07
Freshman Coach	.055	.0575	.06
Middle High Head	.045	.0475	.05
Middle High Assistant	.04	.0425	.045
Track - Girls			
Varsity Coach	.09	.0925	.095
Reserve Coach	.065	.0675	.07
Freshman Coach	.055	.0575	.06
Middle High Head	.045	.0475	.05
Middle High Assistant	.04	.0425	.045
Baseball			
Varsity Coach	.09	.0925	.095
Varsity Assistant	.065	.0675	.07
Reserve Coach	.065	.0675	.07
Freshman Coach	.055	.0575	.06
Middle High Coach	.045	.0475	.05

	<u>Step 1</u>	<u>Percentage</u> <u>Step 2</u>	<u>Step 3</u>
Softball			
Varsity Coach	.09	.0925	.095
Varsity Assistant	.065	.0675	.07
Reserve Coach	.065	.0675	.07
Freshman Coach	.055	.0575	.06
Middle High Coach	.045	.0475	.05
Bowling			
Varsity Coach	.09	.0925	.095
Varsity Assistant	.065	.0625	.07
Golf - Boys			
Varsity Coach	.055	.0575	.06
Reserve Coach	.045	.0475	.05
Golf - Girls			
Varsity Coach	.05	.0575	.06
Reserve Coach	.045	.0475	.05
Tennis - Boys			
Varsity Coach	.055	.0575	.06
Reserve Coach	.045	.0475	.05
Tennis - Girls			
Varsity Coach	.055	.0575	.06
Reserve Coach	.045	.0475	.05
Swimming - Boys			
Varsity Coach	.055	.0575	.06
Swimming - Girls			
Varsity Coach	.055	.0575	.06
Volleyball - Boys			
Varsity Coach	.08	.0825	.085
Reserve Coach	.055	.0575	.06
Freshman Coach	.055	.0575	.06
Middle High Head	.045	.0475	.05
Middle High Assistant	.04	.0425	.045
Volleyball - Girls			
Varsity Coach	.08	.0825	.085
Reserve Coach	.055	.0575	.06
Freshman Coach	.055	.0575	.06
Middle High Head	.045	.0475	.05
Middle High Assistant	.04	.0425	.045

	<u>Step 1</u>	<u>Percentage</u> <u>Step 2</u>	<u>Step 3</u>
Cheerleader - Varsity			
Football	.04	.0425	.045
Soccer	.04	.0425	.045
Basketball	.045	.0475	.05
Cheerleader - Freshman			
Football and Basketball	.05	.0525	.055
Cheerleader - Middle			
Football and Basketball	.05	.0525	.055
Trainer - Fall			
Head (2)	.08	.1075	.11
Trainer - Winter			
Head(2)	.08	.1075	.11
Trainer - Spring			
Head(2)	.075	.1075	.11
Strength Coach - Fall			
Head	.05	.0525	.055
Strength Coach - Winter			
Head	.05	.0525	.055
Strength Coach - Spring			
Head	.05	.0525	.055
Site Manager, J.H	.065	.0675	.07
Strength Coach - Summer			
Head	.05	.0525	.055
<b><u>Position: Category II</u></b>			
High School Advisors			
Senior Class	.05	.0525	.055
Junior Class	.05	.0525	.055
Sophomore Class	.015	.0175	.02
Freshman Class	.015	.0175	.02
Special Education Coordinator	.075	.0775	.08
Student Congress	.05	.0525	.055
Yearbook	.065	.0675	.07
Newspaper	.05	.0525	.055
Speech Club	.05	.0525	.055

	<u>Step 1</u>	<u>Percentage</u> <u>Step 2</u>	<u>Step 3</u>
High School Advisors (continued)			
Activity/Club Advisor (10)	.04	.0425	.045
Drama Club	.04	.0425	.045
School Play (Limit 4 - each)	.025	.0275	.03
Art	.04	.0425	.045
French	.025	.0275	.03
Varsity Club	.025	.0275	.03
Science Club	.025	.0275	.03
International Club	.025	.0275	.03
Spanish	.025	.0275	.03
Nat'l. Honor Society	.025	.0275	.03
Director(ess) Marching Corps	.059	.0615	.064
Flag Corps Director	.059	.0615	.064
Marching Band Director	.13	.1325	.135
Marching Band Assistant Director	.059	.0615	.064
Stage Band Director	.059	.0615	.064
Vocal Director	.059	.0615	.064
Show Choir	.059	.0615	.064
Chorale Director	.059	.0615	.064
July 4 <sup>th</sup> Band			\$100
Band Camp			\$200
Pep Band	.035	.0375	.04
Strings Director	.059	.0615	.064
W.O.L. Academic Challenge	.015	.0175	.02
Junior High School Advisors			
Student Council	.03	.0325	.035
Newspaper	.03	.0325	.035
Yearbook	.035	.0375	.04
Class Play (limit 2 each)	.02	.0225	.025
Activity/Club Advisor (5)	.025	.0275	.030
Junior High School Advisors (continued)			
Muse Machine	.045	.0475	.05
National Junior Honor Society	.02	.0225	.025
Spanish	.02	.0225	.025
Science	.02	.0225	.025
Science Fair Director	.025	.0275	.03
Power of the Pen	.01	.0125	.015
Elementary Advisors			
Patrol Advisor	.02	.0225	.025
Activity/Clubs Advisors (27)	.015	.0155	.016

	<u>Step 1</u>	<u>Percentage</u> <u>Step 2</u>	<u>Step 3</u>
IAT (7)	.015	.0155	.016
Lead Teacher	75.00 per substitution (cap of 20 days per year)		

**Position: Category III**

Department Coordinators			
English	.075	.0775	.08
Mathematics	.075	.0775	.08
Science	.075	.0775	.08
Social Studies	.075	.0775	.08
Business	.075	.0775	.08
Art	.16	.1625	.165
Music	.16	.1625	.165
Health/Phys. Ed.	.16	.1625	.165
Home Economics	.05	.0525	.055
Industrial Arts	.05	.0525	.055
Counseling Serv.	.035	.0375	.04
Foreign Language	.035	.0375	.04
Nursing Services	.035	.0375	.04
Head Teacher	.10	.1025	.105

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

**Service Credit**

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

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

Note

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

**ADDENDUM D**  
**MEDICAL PLAN - SUMMARY OF BENEFITS**

**Your Anthem Benefits**



*Fairborn City Schools*  
*Blue Access<sup>SM</sup> (PPO)*  
*Summary of Benefits, Effective 10/01/2010*

ADDENDUM D

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	\$150/\$300	\$300/\$600
Out-of-Pocket Maximum (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Office Services Including Office Surgeries, allergy serum and injections <sup>1</sup> • Allergy testing	\$15 0%	30% 30%
Preventive Care Medical History Mammography <sup>1</sup> , Pelvic exams, Pap testing and PSA tests <sup>1,2,3</sup> Immunizations <sup>1</sup> Annual diabetic eye exam Annual vision and hearing exams	\$15	30%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 60/60 visit limit Spinal manipulations: 24 visit limit Speech therapy: 40 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility	0%	30%
Other Outpatient Services Hospital/Alternative Care Facility	0%	30%
Inpatient and Outpatient Professional Charges	0%	30%
Home Care Services	0%	30%
Hospice Services	0%	0%
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> Urgent Care Facility	\$75 \$15	\$75 \$15
Ambulance Services	0%	0%
Maternity Services	0%	30%
Behavioral Health Services • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	0% 0% 0% 0%	30% 30% 30% 30%

Covered Benefits	Network	Non-Network
Lifetime Maximum (Combined Network and Non-Network)	Unlimited	Unlimited
Human Organ and Tissue Transplants except Kidney and Cornea transplants <sup>3</sup> A separate Unlimited lifetime maximum applies (Combined Network and Non-Network)	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	50%
Prescription Drug Options**:  Network Retail Pharmacies: (30-day supply)  Anthem Rx Direct Mail Service: (90-day supply)	\$10 gen form/\$20 brand form \$30 non-form generic/brand  \$20 gen form/\$40 brand form \$60 non-form generic/brand	50%, min \$30*  Not covered

**Notes:**

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).
- Deductibles apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network).
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the month of the child's 19<sup>th</sup> birthday; or to the end of the month of the child's 25<sup>th</sup> birthday if the child qualifies as a Full-time student.
- Anthem standardly covers up to diagnosis of infertility. For Fairborn City Schools, we will also cover most procedures and tests connected to diagnosing and treating the infertility as long as those tests and procedures are not specifically related to the preparation and actual fertilization process. Benefit will be payable same as any illness. Examples of procedures and supplies which are not covered are: in-vitro fertilization, embryo implantation, gamete intra-fallopian transfer (GIFT), zygote intra-fallopian transfer (ZIFT), artificial insemination, fertility drugs, and reversal of sterilization. All applicable medical coverage deductibles, copayments, etc. will apply and will accumulate to the out-of-pocket maximum and the lifetime maximum.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies including diabetic test strips.
- These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- We encourage you to contact our Mental Health Subcontractor to assure the use of appropriate procedures, settings and Medical Necessity. Refer to Schedule of Benefits for limitations.
- Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- \*\*Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

\*Fourth quarter deductible credit carryover is provided.

**Pre-certification:**

- Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

**Pre-existing Exclusion Period:**

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

Timely enrollee: 12 months after the member's enrollment date

Late enrollee: 18 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

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

Authorized group signature	Date
Underwriting signature	Date

**ADDENDUM E**  
**DENTAL PLAN - SUMMARY OF BENEFITS**

**Your Anthem Benefits**



*Fairborn City Schools  
 Anthem Dental PPO*

**ADDENDUM E**  
 Dental Plan - Summary of Benefits

*Summary of Benefits, Effective 10/01/2010*

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

<b>BENEFITS</b>	<b>NETWORK/NON-NETWORK (MEMBER'S RESPONSIBILITY)</b>
Annual Deductible (Single/Family)	\$50/\$100 Network and Non-network
Annual Maximum	\$1,000 Network and Non-network combined
<b>DIAGNOSTIC/PREVENTIVE</b>	Covered in full* Network and Non-network
Diagnostic and Preventive Services ( <i>no deductible</i> ) <ul style="list-style-type: none"> <li>• oral evaluations</li> <li>• X-rays</li> <li>• cleanings</li> <li>• space maintainers</li> <li>• other selected diagnostic and preventive services</li> </ul>	
<b>GENERAL/RESTORATIVE</b>	20% Network/20% Non-network
General (Adjunctive) Services ( <i>deductible applied</i> ) <ul style="list-style-type: none"> <li>• emergency palliative treatment</li> <li>• consultations</li> <li>• general anesthesia (surgical procedures)</li> <li>• I.V. sedation (surgical procedures)</li> <li>• office visits for observation</li> <li>• other selected general services</li> </ul> Restorative Services ( <i>deductible applied</i> ) <ul style="list-style-type: none"> <li>• amalgam and composite restorations</li> <li>• pin retention procedures</li> </ul>	
<b>SPECIALTY</b>	20% Network/20% Non-network
Endodontic Services ( <i>deductible applied</i> ) <ul style="list-style-type: none"> <li>• root canal therapy</li> <li>• apexification</li> <li>• therapeutic pulpotomy</li> <li>• other selected endodontic services</li> </ul> Oral Surgery Services ( <i>deductible applied</i> ) <ul style="list-style-type: none"> <li>• simple and surgical tooth extractions</li> <li>• other selected oral surgery services</li> </ul> Periodontal Services ( <i>deductible applied</i> ) <ul style="list-style-type: none"> <li>• gingivectomy</li> <li>• crown lengthening</li> <li>• osseous surgery</li> <li>• soft tissue grafts</li> <li>• other selected periodontal services</li> </ul>	
<b>PROSTHODONTIC</b>	50% Network/50% Non-network
Prosthetic Services ( <i>deductible applied</i> ) <ul style="list-style-type: none"> <li>• crowns/onlays</li> <li>• partial and full dentures</li> <li>• other selected prosthodontic services</li> </ul> Missing Tooth Rider Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan. <ul style="list-style-type: none"> <li>• removable prosthodontics (partials or dentures)</li> <li>• fixed prosthodontics (bridges) for the replacement of teeth (or tooth)</li> </ul>	Covered
<b>ORTHODONTIC</b>	Child and Adult: 50% Network/50% Non-network
Orthodontic Services ( <i>no deductible</i> ) Dependent child to age 19. <ul style="list-style-type: none"> <li>• non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth</li> <li>• examination</li> <li>• records</li> <li>• tooth guidance</li> <li>• repositioning (straightening) of the teeth</li> </ul>	

*(continued on back)*

In Indiana: Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc.  
 In Kentucky: Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc.  
 In Ohio: Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.  
 Independent licensees: The Anthem Blue Cross and Blue Shield of Ohio.

BENEFITS	NETWORK/NON-NETWORK (MEMBER'S RESPONSIBILITY)
Separate Orthodontic Lifetime Maximum	\$1,000 Network and Non-network combined

Note: A waiting period may apply. Please refer to your Dental Certificate for additional information.  
 \*When choosing a Non-network provider, the member is responsible for any balance due after the plan payment, even if the benefit indicates covered in full (up to the maximum allowable amount).

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

Authorized group signature <i>Eric H. Beard</i>	Date
Underwriting signature	Date

In Indiana: Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc.  
 In Kentucky: Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc.  
 In Ohio: Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company  
 Independent territories: Blue Cross and Blue Shield of the United States

**ADDENDUM F**  
**GRIEVANCE FORM**  
**LEVEL I**

Name of the Aggrieved \_\_\_\_\_

Name of Supervisor \_\_\_\_\_

Name of School \_\_\_\_\_

Date of the Occurrence of the Grievance \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provisions of collective bargaining agreement allegedly violated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reasons, Explanations or Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

Date Received by Immediate Supervisor \_\_\_\_\_

(Date)                      (Initial)

**GRIEVANCE FORM  
LEVEL II  
SUPERINTENDENT'S LEVEL**

Name of the Aggrieved: \_\_\_\_\_

Name of School: \_\_\_\_\_

Date of the Occurrence of the Grievance: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_

Provisions of collective bargaining agreement allegedly violated  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reasons, Explanations or Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

Date Received by Superintendent \_\_\_\_\_  
(Date) (Initial)

**GRIEVANCE FORM**

**LEVEL II**

Disposition of Level I is unsatisfactory. I wish to move the grievance to Level II.

Signature of the Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

Signature of FEA Representative \_\_\_\_\_

Date Submitted to Superintendent \_\_\_\_\_

Date Received by Superintendent \_\_\_\_\_  
(Date) (Initial)

Fairborn City Schools

**PERSONAL LEAVE FORM**

Name \_\_\_\_\_

Date \_\_\_\_\_

Building \_\_\_\_\_

Number Days Requested \_\_\_\_\_

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

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

- Doctor, dental, or business appointment which can only be scheduled during the working hours
- Required court appearances as a litigant or witness (not covered under "Jury and Witness Duty Leave" Section 8.08)
- Religious holiday requiring complete abstinence from work
- Death of a close friend
- A father or prospective father, immediately before, at, or following the birth of a child
- Emergencies, natural or personal, for the employee (state reason):  
\_\_\_\_\_  
\_\_\_\_\_

Other necessary reasons as may be approved by the Superintendent or his/her designee:  
\_\_\_\_\_  
\_\_\_\_\_

Certified Employee

Non-Certified Employee

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_  
(or his/her Designee)

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

# Fairborn City Schools

## APPLICATION FOR UNPAID LEAVE OF ABSENCE

Date: \_\_\_\_\_

Maternity

To: \_\_\_\_\_

Parental

*Principal or Supervisor*

Sabbatical

Employee Name: \_\_\_\_\_

Health/Disability

Position \_\_\_\_\_

*Please Print*

Other

Building \_\_\_\_\_

I hereby request an Unpaid Leave of Absence beginning on \_\_\_\_\_

and ending on \_\_\_\_\_

Total Days Requested: \_\_\_\_\_

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

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Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature \_\_\_\_\_ Date: \_\_\_\_\_

Certified

Classified

Approved

Not Approved\*

\_\_\_\_\_  
*Superintendent (or his/her Designee Signature)*

\_\_\_\_\_  
*Date*

\* Except for Maternity/Parental Leaves

INSTRUCTIONAL EMPLOYEE OFFICE DISCIPLINE REFERRAL FORM

Student \_\_\_\_\_ Instructional Employee \_\_\_\_\_

Date \_\_\_\_\_ Period \_\_\_\_\_ Time \_\_\_\_\_ Grade \_\_\_\_\_

Infraction(s):

Action Taken:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

5. \_\_\_\_\_

Was a phone call made to the parents? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "No" why not? \_\_\_\_\_

Recommendation by Instructional Employee \_\_\_\_\_

(The final disciplinary authority rests with the administrator.)

Principal: \_\_\_\_\_

Action(s) taken:

\_\_\_\_\_ Time Out

\_\_\_\_\_ Discussion and counseling

\_\_\_\_\_ Call Home - Spoke to \_\_\_\_\_

\_\_\_\_\_ Saturday School assigned for \_\_\_\_\_ days.

\_\_\_\_\_ I.S.S. for \_\_\_\_\_ days.

\_\_\_\_\_ Suspended for \_\_\_\_\_ days

\_\_\_\_\_ Referred to \_\_\_\_\_

\_\_\_\_\_ The detention(s) and/or call home should still stand in addition to the action taken by my office.

\_\_\_\_\_ Because of the nature of the action taken by my office, I recommend that the student not be required to take the detention(s) assigned in this series of events.

\_\_\_\_\_ I'd like to discuss this further with you. Please stop by to see me about the student and/or the action taken.

\_\_\_\_\_ Other: \_\_\_\_\_

This form will be returned to the Instructional Employee.

Parental Input Regarding Elementary Student Placement  
Fairborn City Schools

Child's Name \_\_\_\_\_ Room # \_\_\_\_\_ Date \_\_\_\_\_

Grade child will be entering \_\_\_\_\_

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

- Achievement
- Work habits/study skills
- Social and/or emotional needs
- Special needs

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

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

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Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**FAIRBORN CITY SCHOOLS  
ASSAULT LEAVE FORM**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Principal/Supervisor

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

Description of Incident and resulting Injury: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name of Physician \_\_\_\_\_

Address of Physician \_\_\_\_\_

Date(s) Consulted \_\_\_\_\_

\_\_\_\_\_  
Instructional Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_  
Date

**Fairborn City Schools**  
**SICK LEAVE BANK REQUEST FORM**

Applicant's Name (PRINT): \_\_\_\_\_

Date: \_\_\_\_\_ Number of Days Requested: \_\_\_\_\_

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

Nature of Catastrophic Illness or Injury: \_\_\_\_\_

Projected Date of Return: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

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

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

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Disapproved: \_\_\_\_\_ Reason(s): \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee

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

**\*Form A**

**FAIRBORN CITY SCHOOLS**

**INSTRUCTIONAL EMPLOYEE EVALUATION PROGRAM**

**Applies to all instructional staff on continuing contract status.**

## **I. STAFF EVALUATION PHILOSOPHY**

It shall be the philosophy of the Fairborn City Schools to maintain a staff evaluation system, which has a threefold purpose of improving instruction, improving student achievement, and promoting the professional growth of the instructional staff. The Fairborn City Schools have the responsibility to provide a program of on-going evaluation of all staff personnel. The development of the evaluation system cannot be left to chance, it must be carefully planned and implemented.

The evaluation system shall be research-based as it applies to classroom instruction, and shall follow a clinical approach to provide the desired results. The evaluation system shall have as its components a list of classroom teaching competencies that are research-based. The evaluation system shall also use the clinical approach of Instructional Employee observation to assess the teaching competencies. The evaluation system shall also provide the evaluator and evaluatee the opportunity to discuss and record other factors that relate to the Instructional Employee's performance.

There will be deep involvement of Instructional Employees and administrators through frequent meetings to build strong bridges of cooperation in the evaluative efforts. Improvement will be sought through self-evaluation and providing the opportunity to identify and correct areas of deficiency within a reasonable time frame. This evaluation process will be pursued in a positive and highly professional manner by all parties.

## **II. EVALUATION TECHNIQUES**

### **CLASSROOM OBSERVATION: THE CLINICAL APPROACH**

The staff evaluation system employed by the Fairborn City Schools is patterned after the "Clinical Approach" to supervision and evaluation. The clinical approach is a procedure for observation in the classroom, and rests on the conviction that instruction can best be improved by direct feedback to an Instructional Employee on the specific aspects of teaching. The sequential process for clinical supervision is as follows:

- A. Pre-Observation Conference
- B. Observation
- C. Analysis and Strategy
- D. Post-Observation Conference
- E. Post-Conference Analysis and Record

#### **A. Pre-Observation Conference**

The purpose of the pre-observation conference between the Instructional Employee and evaluator is to establish or re-establish rapport, to share the results of the Instructional Employee's objective work plan and focus for the year, to get an orientation to the group the evaluator will be observing, receive information on the lesson to be taught (objectives, procedures, evaluation) and discuss what is to be observed, and make suggestions that might improve the lesson. The observation may be of general nature or for specific approaches, techniques, etc., that the

Instructional Employee or evaluator wishes to observe or receive information. The principal will schedule the conferences at a time and place mutually agreeable to both parties.

The pre-conference with a staff member may be conducted in one of two ways:

- (1) A comprehensive pre-conference in the pure clinical approach; or
- (2) Prior to drop-in visits in which the plans for the class are discussed.

## **B. Observation**

Adequate observation is essential if the evaluator is to gather the pertinent evaluation data. A series of observations spaced over the span of a school year should provide sufficient opportunities for the evaluator to view a broad spectrum of the evaluatee's teaching performance. The time of the day and the content of the lessons to be observed may vary. Each observation should be for not less than 20 minutes. It is important to remember that entry of an observer into the classroom may alter the normal interaction in the classroom. However, when classroom visits by the evaluator become a normal activity and when the length of stay in the classroom is of sufficient time, there is a greater chance that the evaluator will be able to observe normal classroom activities.

The evaluator observes the lesson(s) discussed with the Instructional Employee. During the observation, the evaluator writes objectively what is happening in the classroom relative to the Fairborn teaching competencies.

The notes taken during the classroom observation should be used by the evaluator in conducting the post-observation conference and in writing the general evaluation comments. These written notes should be shared with the Instructional Employee before the post-observation conference.

Both the evaluator's observation record sheet and general write-up of the observation and post-conference will become a part of the staff member's evaluation record at the building principal's office, with only the final year-end evaluation record placed in the Instructional Employee's personnel folder at the Central Office level.

## **C. Analysis and Strategy**

Using the data collected in the observation, the evaluator looks for recurring patterns in the classroom lesson, and notes these for further discussion.

Upon completing the analysis, the evaluator must decide on a strategy, a method of presenting the results of the analysis in a manner most likely to result in improved Instructional Employee performance. The decision about strategy depends on the evaluator's knowledge of the Instructional Employee. Some Instructional Employees would prefer a direct approach; others a less direct approach, perhaps one that begins with the Instructional Employee's own analysis of the lesson.

#### **D. Post-Observation Conference**

The conference session brings together the two people who are best able to judge how well the year is going or has gone. It is time for sharing of ideas, observations, comments, and impressions relative to the evaluatee's performance. Improvement suggestions can be discussed, concerns about responsibilities clarified, and long and short-range goals established or modified. Using those aspects of instruction that have been previously identified through classroom observation as areas of concern by the Instructional Employee/evaluator, the evaluator will attempt to implement the strategy developed during "Analysis and Strategy." This post-observation conference should take place within forty-eight hours of the visit.

#### **E. Post-Conference Analysis and Record**

The final step in the sequence is a review by the evaluator of actions taken in each of the preceding steps with regard to whether they facilitated improved instruction and Instructional Employee growth toward self-supervision, the two primary goals of clinical supervision.

It is of vital importance to maintain an emphasis in the clinical supervisory process on enhancing the professional status of the Instructional Employee in the evaluator-Instructional Employee relationship.

The evaluation comments could include both commendations and recommendations for improvement.

When a staff member has been identified as having problems, documentation as to assistance rendered must be maintained, including dates.

The evaluator's summary conclusions from each visit should be given to both parties.

Information which accrues through the process of evaluation, either from evaluation instruments or informal anecdotal records, may be placed in the evaluation file without the Instructional Employee's approval, but not without his/her knowledge. The Instructional Employee will be given the opportunity to respond to all such information by submitting personal comments and other supporting data.

#### **SELF-EVALUATION**

The first step each school year for those Instructional Employees on the Comprehensive Evaluation shall be a self-evaluation. The Instructional Employee will rate their abilities against the Fairborn teaching competencies. After rating their own abilities, the Instructional Employee will write at least one objective and plan of action on the objective work plan. Both the self-evaluation and the plan of action shall be submitted to the principal for consideration and review during the first pre-observation conference.

## OBJECTIVE SETTING

Objective setting for those on Comprehensive Evaluation will come as an outgrowth of the self-evaluation session or of the steps of the clinical approach. At least one objective should be set for those Instructional Employees on the Comprehensive Evaluation Cycle. If only one objective is selected, then it must be directly related to the Fairborn teaching competencies.

In developing specific objectives and plans of action, primary emphasis should be devoted to the areas of improvement of instruction and professional growth and development of the individual. The use of measurable objectives is encouraged, but it should be recognized that not everything that happens as a consequence of an objective and plan of action can, or should, be measured precisely. There should be some evidence, however, of an effort to measure the degree of success in accomplishing the stated objective. As an example, measuring attitudinal change in students is difficult, but efforts should be made to do so.

## III. EVALUATION CYCLES

### 1. Comprehensive Evaluation

This procedure will consist of four parts: (1) a self-evaluation session, where the Instructional Employee judges his or her own abilities as described by the Fairborn teaching competencies; (2) objective setting, where the Instructional Employee selects at least one objective and plan of action related to the items set forth in the Fairborn teaching competencies, and submits the self-evaluation and objective to the principal for review; (3) classroom observation and the application of the five steps of the clinical approach, the minimum number of observations will vary according to the criteria listed below; (4) performance of non-instructional duties may be included in the evaluation procedure.

Each staff member shall be observed teaching a minimum number of times depending on the following criteria.

- \* A. Instructional Employees on continuing contract status and on the comprehensive cycle involved in the complete cycle of the clinical approach at least once during each semester. The evaluator should begin working with these staff members during the first weeks of school to offer assistance and see to it that the staff member has a good beginning.
- B. Instructional Employees who have been notified that their performance is questionable will be involved in the complete cycle of the clinical approach during the first, second, and fourth grading periods of the following school year. These Instructional Employees will still remain on the established evaluation cycle.
- \*C. Instructional Employees on continuing contract status will participate in a Comprehensive Evaluation once every four years. They will be involved in the complete cycle of the clinical approach at least once each semester.

\* D. Instructional Employees, on continuing contract status, returning from a leave of absence will be placed in the sequence of evaluation as if they had been in continuous employment.

## **2. Year-End Evaluation Record**

The year-end evaluation record shall be signed by both parties. Three copies shall be prepared: one each for the evaluatee, building file, and central office file.

## **3. Appeal Procedure for Instructional Employees**

If, during the evaluation process, a disagreement arises between the Instructional Employee and the evaluator over conclusions drawn by the evaluator concerning the Instructional Employee's performance, an appeal procedure as herein outlined will be followed.

If the disagreement is a direct result of a classroom observation, the Instructional Employee may request another observation by the principal, at the principal's earliest convenience.

If the Instructional Employee is still not satisfied as the evaluation process continues through the year, or if the disagreement results in the final stages of the early evaluation process, the Instructional Employee may appeal to the appropriate administrative assistant, in writing, specifying the reason for the disagreement. If there is no final resolution at the administrative assistant's level, then the Instructional Employee and administrative assistant shall submit a report in writing to the superintendent. The superintendent's decision shall be final.

This section is intended only to identify the process to be followed during an appeal procedure. Nothing stated above should be taken to supercede appropriate provisions of the Ohio Revised Code.

## **4. Training of Evaluators**

All members of the administrative staff will undergo training in staff evaluation. This training may be given by members of the administrative staff who have been through previous training themselves and/or by specialists from outside the district who have expertise in the field. all members of the administrative staff will undergo periodic refresher training in staff evaluations.

## **5. Evaluation Committee Review**

The evaluation procedure will be reviewed by a study committee on an annual basis.

#### IV. FAIRBORN TEACHING COMPETENCIES (Used in Self-Evaluation)

- A. The numbered areas listed below are the major competency areas.
- B. The lettered items listed in each area below are skill indicators.

**1. The Instructional Employee has planned properly for the day's instruction.**

- a. Instructional Employee has materials, supplies, and equipment for each lesson ready at the start of the lesson or instructional activity.
- b. Instructional Employee gets students on task quickly at the beginning of each lesson or instructional activity.
- c. Instructional Employee maintains a high level of student time-on task.
- d. Instructional Employee begins lesson or instructional activity with a review of previous material.
- e. Instructional Employee introduces the lesson or instructional activity and specifies learning objectives when appropriate.
- f. Instructional Employee summarizes the main point(s) of the lesson at the end of the lesson or instructional activity.
- g. Instructional Employee has an instructional plan which is compatible with the school and system-wide curricular goals.
- h. Instructional Employee has instructional plan that matches/aligns objectives, learning strategies, assessment, and student needs at the appropriate level of difficulty.

**2. The Instructional Employee's presentation to students when the instruction is Instructional Employee-centered indicates proper use of lecture techniques and active learning by students.**

- a. Instructional Employee begins lesson or instructional activity with a review of previous material.
- b. Instructional Employee speaks fluently and precisely.
- c. Instructional Employee presents the lesson or instructional activity using concepts and language understandable to the students.
- d. Instructional Employee provides relevant examples and demonstrations to illustrate concepts and skills.

- e. Instructional Employee poses questions clearly and one at a time.
  - f. Instructional Employee asks appropriate levels of questions that students handle with a high rate of success.
  - g. Instructional Employee provides sustaining feedback after an incorrect response or no response by proving, repeating the question, giving a clue, or allowing more time.
  - h. Instructional Employee makes transitions between lessons and between instructional activities within lessons efficiently and smoothly.
  - i. There are student-initiated questions during class time.
- 3. When the instruction moves from Instructional Employee-centered to instructional activities or when the instruction is instructional activities, the student is an active participant in the learning experience.**
- a. Instructional Employee makes sure that the assignment is clear.
  - b. Instructional Employee provides feedback on the correctness or incorrectness of in-class work to encourage student growth.
  - c. Instructional Employee affirms a correct oral response appropriately, and moves on.
  - d. Instructional Employee provides sustaining feedback after an incorrect response or no response by probing, repeating the question, giving a clue, or allowing more time.
  - e. Instructional Employee circulates during class work to check all students' performance.
  - f. Instructional Employee summarizes the main point(s) of the lesson at the end of the lesson or instructional activity.
  - g. Instructional Employee uses available human and material resources to support the instructional program.
- 4. The Instructional Employee shows the ability to properly assess the success of the instruction during the class period and after instruction.**
- a. Instructional Employee maintains clear, firm, and reasonable work standards and due dates.
  - b. Instructional Employee uses diagnostic information obtained from tests and other assessment procedures to develop and revise objectives and/or tasks.

- c. Instructional Employee maintains accurate records to document student performance.
- d. Instructional Employee routinely uses oral, written, and other work products to check student progress.
- e. Instructional Employee regularly provides prompt feedback on assigned out-of-class work.
- f. Instructional Employee provides sustaining feedback after an incorrect response or no response by probing, repeating the question, giving a clue, or allowing more time.

**5. There is appropriate student behavior.**

- a. Instructional Employee has established a set of rules and procedures that govern the handling of routine administrative matters.
- b. Instructional Employee has established a set of rules and procedures that govern student verbal participation and talk during different types of activities -- whole-class instruction, small group instruction, etc.
- c. Instructional Employee has established a set of rules and procedures that govern student movement in the classroom during different types of instructional and non-instructional activities.
- d. Instructional Employee frequently monitors the behavior of all students during whole-class, small group, and seat work activities and during transitions between instructional activities.
- e. Instructional Employee stops inappropriate behavior promptly and consistently, yet maintains the dignity of the student.

**6. There is performance of non-instructional duties.**

**OBJECTIVE WORK PLAN ELEMENTS**

(One Plan for each Objective)

This form relates to the Fairborn Instructional Employee Competencies

NAME \_\_\_\_\_ POSITION \_\_\_\_\_

DATE \_\_\_\_\_

**OBJECTIVE(S)**

(Specific statements of intent which are subject to assessment within a given time frame)

**ACTIVITIES/RESOURCES**

(Those activities necessary to reach each objective)

**EVALUATION CRITERIA**

(Those criteria which can be used to determine how well the objectives have been met)

**PRE-OBSERVATION CONFERENCE AND OBSERVATION FORM**

Instructional Employee \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Observer \_\_\_\_\_

**Pre-Observation (15 minutes)**

1. Objective:
2. What Instructional Employee will do:
3. What students will do:
4. What should be the focus of observation:

**Observer's Observations (25 minutes minimum)**

**POST-OBSERVATION REPORT**  
**(Completed after Post-Observation Conference)**

Instructional Employee \_\_\_\_\_  
Date \_\_\_\_\_ of \_\_\_\_\_ Post-Observation  
Conference \_\_\_\_\_  
Date of Observation \_\_\_\_\_  
Date \_\_\_\_\_

**Principal's Comments:**

**Instructional Employee's Comments**

\_\_\_\_\_  
**Instructional Employee's Signature**

**YEAR-END EVALUATION REPORT**

**Name:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**School**

**Year:** \_\_\_\_\_

**Objective (If Applicable):**

**Principal's Narrative:**

\_\_\_\_\_  
Principal's Signature

**YEAR-END EVALUATION REPORT**

**Instructional Employee's Comments:**

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Instructional Employee's Signature

**\*Form B**

**FAIRBORN CITY SCHOOLS**

**INSTRUCTIONAL EMPLOYEE EVALUATION PROGRAM**

**Applies to all instructional staff on limited contract status, including substitutes and tutors.**

## I. STAFF EVALUATION PHILOSOPHY

It shall be the philosophy of the Fairborn City Schools to maintain a staff evaluation system, which has a threefold purpose of improving instruction, improving student achievement, and promoting the professional growth of the instructional staff. The Fairborn City Schools have the responsibility to provide a program of on-going evaluation of all staff personnel. The development of the evaluation system cannot be left to chance, it must be carefully planned and implemented.

The evaluation system shall be research-based as it applies to classroom instruction, and shall follow a clinical approach to provide the desired results. The evaluation system shall have as its components a list of classroom teaching competencies that are research-based. The evaluation system shall also use the clinical approach of Instructional Employee observation to assess the teaching competencies. The evaluation system shall also provide the evaluator and evaluatee the opportunity to discuss and record other factors that relate to the Instructional Employee's performance.

There will be deep involvement of Instructional Employees and administrators through frequent meetings to build strong bridges of cooperation in the evaluative efforts. Improvement will be sought through self-evaluation and providing the opportunity to identify and correct areas of deficiency within a reasonable time frame. This evaluation process will be pursued in a positive and highly professional manner by all parties.

## II. EVALUATION TECHNIQUES

### CLASSROOM OBSERVATION: THE CLINICAL APPROACH

The staff evaluation system employed by the Fairborn City Schools is patterned after the "Clinical Approach" to supervision and evaluation. The clinical approach is a procedure for observation in the classroom, and rests on the conviction that instruction can best be improved by direct feedback to an Instructional Employee on the specific aspects of teaching. The sequential process for clinical supervision is as follows:

- A. Pre-Observation Conference
- B. Observation
- C. Analysis and Strategy
- D. Post-Observation Conference
- E. Post-Conference Analysis and Record

**Note: It should be noted that the clinical approach and steps that follow exceed the requirements of Ohio Revised Code 3319.111.**

#### A. Pre-Observation Conference

The purpose of the pre-observation conference between the Instructional Employee and evaluator is to establish or re-establish rapport, to share the results of the Instructional Employee's objective work plan and focus for the year, to get an orientation to the group the evaluator will be

observing, receive information on the lesson to be taught (objectives, procedures, evaluation) and discuss what is to be observed, and make suggestions that might improve the lesson. The observation may be of general nature or for specific approaches, techniques, etc., that the Instructional Employee or evaluator wishes to observe or receive information. The principal will schedule the conferences at a time and place mutually agreeable to both parties.

The pre-conference with a staff member may be conducted in one of two ways:

- (1) A comprehensive pre-conference in the pure clinical approach; or
- (2) Prior to drop-in visits in which the plans for the class are discussed.

### **B. Observation**

Adequate observation is essential if the evaluator is to gather the pertinent evaluation data. The administrators of the Fairborn City Schools will be directed to conduct two complete evaluation cycles, as described in C, D, and E which follow, by December 1. The second set of complete evaluation cycles will be completed between January 15 and April 1, with the final write-up delivered to the evaluatee by April 10. All observations will be at least 30 minutes duration. It is important to remember that entry of an observer into the classroom may alter the normal interaction in the classroom. However, when classroom visits by the evaluator become a normal activity and when the length of stay in the classroom is of sufficient time, there is a greater chance that the evaluator will be able to observe normal classroom activities.

The evaluator observes the lesson(s) discussed with the Instructional Employee. During the observation, the evaluator writes objectively what is happening in the classroom relative to the Fairborn teaching competencies.

The notes taken during the classroom observation should be used by the evaluator in conducting the post-observation conference and in writing the general evaluation comments. These written notes should be shared with the Instructional Employee before the post-observation conference.

Both the evaluator's observation record sheet and general write-up of the observation and post-conference will become a part of the staff member's evaluation record at the building principal's office, with only the final year-end evaluation record placed in the Instructional Employee's personnel folder at the Central Office level.

### **C. Analysis and Strategy**

Using the data collected in the observation, the evaluator looks for recurring patterns in the classroom lesson, and notes these for further discussion. The data collected during the observations must include specific recommendations for improvement, as well as to specify how to obtain assistance for the necessary improvement.

Upon completing the analysis, the evaluator must decide on a strategy, a method of presenting the results of the analysis in a manner most likely to result in improved Instructional Employee performance. The decision about strategy depends on the evaluator's knowledge of the Instructional Employee. Some Instructional Employees would prefer a direct approach; others a less direct approach, perhaps one that begins with the Instructional Employee's own analysis of the lesson.

#### **D. Post-Observation Conference**

The conference session brings together the two people who are best able to judge how well the year is going or has gone. It is time for sharing of ideas, observations, comments, and impressions relative to the evaluatee's performance. Improvement suggestions can be discussed, concerns about responsibilities clarified, and long and short-range goals established or modified. Using those aspects of instruction that have been previously identified through classroom observation as areas of concern by the Instructional Employee/evaluator, the evaluator will attempt to implement the strategy developed during "Analysis and Strategy". This post-observation conference should take place within forty-eight hours of the visit.

#### **E. Post-Conference Analysis and Record**

The final step in the sequence is a review by the evaluator of actions taken in each of the preceding steps with regard to whether they facilitated improved instruction and Instructional Employee growth toward self-supervision, the two primary goals of clinical supervision. The data collected during the observations must include specific recommendations for improvement, as well as to specify how to obtain assistance for the necessary improvement.

It is of vital importance to maintain an emphasis in the clinical supervisory process on enhancing the professional status of the Instructional Employee in the evaluator-Instructional Employee relationship.

The evaluation comments could include both commendations and recommendations for improvement.

When a staff member has been identified as having problems, documentation as to assistance rendered must be maintained, including dates.

The evaluator's summary conclusions from each visit should be given to both parties.

Information which accrues through the process of evaluation, either from evaluation instruments or informal anecdotal records may be placed in the evaluation file without the Instructional Employee's approval, but not without his/her knowledge. The Instructional Employee will be given the opportunity to respond to all such information by submitting personal comments and other supporting data.

## SELF-EVALUATION

The first step each school year for those Instructional Employees on the Comprehensive Evaluation shall be a self-evaluation. The Instructional Employee will rate their abilities against the Fairborn teaching competencies. After rating their own abilities, the Instructional Employee will write at least one objective and plan of action on the objective work plan. Both the self-evaluation and the plan of action shall be submitted to the principal for consideration and review during the first pre-observation conference.

## OBJECTIVE SETTING

Objective setting for those on Comprehensive Evaluation will come as an outgrowth of the self-evaluation session or of the steps of the clinical approach. At least one objective should be set for those Instructional Employees on the Comprehensive Evaluation Cycle. If only one objective is selected, then it must be directly related to the Fairborn teaching competencies.

In developing specific objectives and plans of action, primary emphasis should be devoted to the areas of improvement of instruction and professional growth and development of the individual. The use of measurable objectives is encouraged, but it should be recognized that not everything that happens as a consequence of an objective and plan of action can, or should, be measured precisely. There should be some evidence, however, of an effort to measure the degree of success in accomplishing the stated objective, but efforts should be made to do so.

## III. EVALUATION CYCLES

### 1. Comprehensive Evaluation

This procedure will consist of four parts: (1) a self-evaluation session, where the Instructional Employee judges his or her own abilities as described by the Fairborn teaching competencies; (2) objective setting, where the Instructional Employee selects at least one objective and plan of action related to the items set forth in the Fairborn teaching competencies, and submits the self-evaluation and objective to the principal for review; (3) classroom observation and the application of the five steps of the clinical approach, the minimum number of observations will vary according to the criteria listed below; (4) performance of non-instructional duties may be included in the evaluation procedure.

Each staff member shall be observed teaching a minimum of four times of thirty (30) minutes each and shall take place for all Instructional Employees who are to be evaluated. The first set of two observations, with write-up, shall be completed by December 1. The second set of two observations shall be completed between January 15 and April 1, with the final post-conference analysis and record delivered to the evaluatee by April 10. All aspects of the clinical procedure will be followed. It should be noted that this procedure meets the ORC 3319.111 stipulations for written analysis and conferences.

- A. The evaluator should begin working with new staff members during the first weeks of school to offer assistance and see to it that the staff member has a good beginning.
- B. Instructional Employees will participate in a Comprehensive Evaluation every year. They will be involved in the complete cycle of the clinical approach and will follow the time line specified in III. 1.
- C. Instructional Employees returning from a leave of absence will be placed in the sequence of evaluation as if they had been in continuous employment.
- D. At the beginning of the school year, those Instructional Employees planning to apply for a professional certificate, which would lead to eligibility for continuing contract should notify their principal. The principal should take the staff member on a Comprehensive Evaluation. The staff member will be involved in the five-step cycle of the clinical approach within the time line specified in III. 1. This will provide the necessary data to support the principal's recommendation to the superintendent as to whether or not a continuing contract should be granted.

## **2. Year-End Evaluation Record**

The post-conference analysis and record for the fourth observation, which shall take place before April 1, shall be discussed with the evaluatee before April 10 and will serve as the year-end evaluation record. This year-end evaluation record shall include, where appropriate, commendations, recommendations for improvement, and notification of the evaluatee's next time to be evaluated.

The year-end evaluation record shall be signed by both parties. Three copies shall be prepared: one each for the evaluatee, building file, and central office file.

## **3. Appeal Procedure for Instructional Employees**

If, during the evaluation process, a disagreement arises between the Instructional Employee and the evaluator over conclusions drawn by the evaluator concerning the Instructional Employee's performance, an appeal procedure as herein outlined will be followed.

If the disagreement is a direct result of a classroom observation, the Instructional Employee may request another observation by the principal, at the principal's earliest convenience.

If the issue is not resolved at this level, then the Instructional Employee may respond in writing to the principal. This response will become part of the Instructional Employee's evaluation record.

If the Instructional Employee is still not satisfied as the evaluation process continues through the year, or if the disagreement occurs during the March 1-April 1 final stages of the evaluation process, the Instructional Employee may appeal to the appropriate administrative assistant, in

writing, specifying the reason for the disagreement. If there is no final resolution at the administrative assistant's level, then the Instructional Employee and administrative assistant shall submit a report in writing to the superintendent. The superintendent's decision shall be final. The time line for appeal must be completed by April 20.

\* This section is intended as a guideline to the process to be followed during an appeal procedure. Nothing stated above should be taken to supercede appropriate provisions of the Ohio Revised Code.

#### **4. Training of Evaluators**

All members of the administrative staff will undergo training in staff evaluation. This training may be given by members of the administrative staff who have been through previous training themselves and/or by specialists from outside the district who have expertise in the field. All members of the administrative staff will undergo periodic refresher training in staff evaluations.

#### **5. Evaluation Committee Review**

The evaluation procedure will be reviewed by a study committee on an annual basis.

### **IV. FAIRBORN TEACHING COMPETENCIES (Used in Self-Evaluation)**

- A. The numbered areas listed below are the major competency areas.
- B. The lettered items listed in each area below are skill indicators.

#### **1. The Instructional Employee has planned properly for the day's instruction.**

- a. Instructional Employee has materials, supplies, and equipment for each lesson ready at the start of the lesson or instructional activity.
- b. Instructional Employee gets students on task quickly at the beginning of each lesson or instructional activity.
- c. Instructional Employee maintains a high level of student time-on task.
- d. Instructional Employee begins lesson or instructional activity with a review of previous material.
- e. Instructional Employee introduces the lesson or instructional activity and specifies learning objectives when appropriate.
- f. Instructional Employee summarizes the main point(s) of the lesson at the end of the lesson or instructional activity.

- g. Instructional Employee has an instructional plan which is compatible with the school and system-wide curricular goals.
  - h. Instructional Employee has instructional plan that matches/aligns objectives, learning strategies, assessment, and student needs at the appropriate level of difficulty.
2. **The Instructional Employee's presentation to students when the instruction is Instructional Employee-centered indicates proper use of lecture techniques and active learning by students.**
- a. Instructional Employee begins lesson or instructional activity with a review of previous material.
  - b. Instructional Employee speaks fluently and precisely.
  - c. Instructional Employee presents the lesson or instructional activity using concepts and language understandable to the students.
  - d. Instructional Employee provides relevant examples and demonstrations to illustrate concepts and skills.
  - e. Instructional Employee poses questions clearly and one at a time.
  - f. Instructional Employee asks appropriate levels of questions that students handle with a high rate of success.
  - g. Instructional Employee provides sustaining feedback after an incorrect response or no response by probing, repeating the question, giving a clue, or allowing more time.
  - h. Instructional Employee makes transitions between lessons and between instructional activities within lessons efficiently and smoothly.
  - i. There are student-initiated questions during class time.
  - j. The class has the opportunity to clarify, questions, and restate information at least twenty percent of the class time.
3. **When the instruction moves from Instructional Employee-centered to instructional activities or when the instruction is instructional activities, the student is an active participant in the learning experience.**
- a. Instructional Employee makes sure that the assignment is clear.
  - b. Instructional Employee provides feedback on the correctness or incorrectness of in-class work to encourage student growth.

- c. Instructional Employee affirms a correct oral response appropriately, and moves on.
  - d. Instructional Employee provides sustaining feedback after an incorrect response or no response by probing, repeating the question, giving a clue, or allowing more time.
  - e. Instructional Employee circulates during class work to check all students' performance.
  - f. Instructional Employee summarizes the main point(s) of the lesson at the end of the lesson or instructional activity.
  - g. Instructional Employee uses available human and material resources to support the instructional program.
- 4. The Instructional Employee shows the ability to properly assess the success of the instruction during the class period and after instruction.**
- a. Instructional Employee maintains clear, firm, and reasonable work standards and due dates.
  - b. Instructional Employee uses diagnostic information obtained from tests and other assessment procedures to develop and revise objectives and/or tasks.
  - c. Instructional Employee maintains accurate records to document student performance.
  - d. Instructional Employee routinely uses oral, written, and other work products to check student progress.
  - e. Instructional Employee regularly provides prompt feedback on assigned out-of-class work.
  - f. Instructional Employee provides sustaining feedback after an incorrect response or no response by probing, repeating the question, giving a clue, or allowing more time.
- 5. There is appropriate student behavior.**
- a. Instructional Employee has established a set of rules and procedures that govern the handling of routine administrative matters.
  - b. Instructional Employee has established a set of rules and procedures that govern student verbal participation and talk during different types of activities -- whole-class instruction, small group instruction, etc.
  - c. Instructional Employee has established a set of rules and procedures that govern student movement in the classroom during different types of instructional and non-instructional activities.

- d. Instructional Employee frequently monitors the behavior of all students during whole-class, small group, and seat work activities and during transitions between instructional activities.
  - e. Instructional Employee stops inappropriate behavior promptly and consistently, yet maintains the dignity of the student.
6. There is performance of non-instructional duties.

**OBJECTIVE WORK PLAN ELEMENTS**

(One Plan for each Objective)

This form relates to the Fairborn Instructional Employee Competencies

**NAME** \_\_\_\_\_ **POSITION** \_\_\_\_\_

**DATE** \_\_\_\_\_

**OBJECTIVE(S)**

(Specific statements of intent which are subject to assessment within a given time frame)

**ACTIVITIES/RESOURCES**

(Those activities necessary to reach each objective)

**EVALUATION CRITERIA**

(Those criteria which can be used to determine how well the objectives have been met)

**PRE-OBSERVATION CONFERENCE AND OBSERVATION FORM**

Instructional  
Employee \_\_\_\_\_

Date \_\_\_\_\_

Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Observer \_\_\_\_\_

**Pre-Observation (15 minutes)**

1. Objective:
2. What Instructional Employee will do:
3. What students will do:
4. What should be the focus of observation:

**OBSERVER'S OBSERVATIONS (30 minutes minimum)**

**POST-OBSERVATION REPORT**  
**(Completed after Post-Observation Conference)**

Instructional Employee \_\_\_\_\_

Date of Post-Observation Conference \_\_\_\_\_

Date of Observation \_\_\_\_\_

Date \_\_\_\_\_

**Principal's Comments:**

**Instructional Employee's Comments:**

\_\_\_\_\_  
Instructional Employee's Signature

**MID-YEAR EVALUATION REPORT -To be completed by December 1  
(Second Observation Post-conference Analysis and Record)**

Name: \_\_\_\_\_

School: \_\_\_\_\_

Evaluator: \_\_\_\_\_

School Year: \_\_\_\_\_

**Objective (If Applicable):**

**Principal's Narrative:**

\_\_\_\_\_  
**Principal's Signature**

**YEAR-END EVALUATION REPORT - To be completed by April 10  
(Fourth Observation Post-conference Analysis and Record to Personnel File)**

Name: \_\_\_\_\_

School: \_\_\_\_\_

Evaluator: \_\_\_\_\_

School Year: \_\_\_\_\_

**Objective (If Applicable):**

**Principal's Narrative:**

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**Principal's Signature**

**YEAR-END EVALUATION REPORT**

**Instructional Employee's Comments:**

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**Instructional Employee's Signature**