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NEGOTIATED AGREEMENT

BETWEEN THE

FAIRBORN CLASSIFIED EMPLOYEES  
ASSOCIATION/OEA/NEA

AND THE

FAIRBORN CITY BOARD OF EDUCATION

**EFFECTIVE**

**March 1, 2014**

**THROUGH**

**JUNE 30, 2016**

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## ARTICLE 1 - RECOGNITION

This Agreement made and entered into this 20th day of March, 2003, by and between FAIRBORN CITY SCHOOL DISTRICT BOARD OF EDUCATION (herein "BOARD"), and the FAIRBORN CLASSIFIED EMPLOYEES ASSOCIATION affiliated with THE OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein "ASSOCIATION").

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

## ARTICLE 2 - NEGOTIATIONS PROCEDURE

### 2.01 Initiating Meetings

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

### 2.02 Scope of Negotiations

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

### 2.03 Good Faith Negotiations

"Good faith negotiations" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with the intention of reaching an agreement or to resolve questions arising under the agreement. This includes executing a written contract and incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.

### 2.04 Submission of Issues

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

2.05 Negotiating Sessions

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

2.06 Representation

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

2.07 Press Releases

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

2.08 Agreement

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

2.09 Ratification

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

2.10 Impasse

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

2.11 Right to Strike

A. Nothing contained herein shall restrict the rights of the Association as set forth in Section 4117.14 (D) (2), ORC, provided the Association has given the Board and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement. Such notice shall contain the day and time that the action will commence, provided, however, the parties may extend such date and time by written agreement.

- B. It is agreed that during the life of this Agreement, there shall be no lockout on the part of the Employer, nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the employees or the Association.

2.12 Miscellaneous

- A. No action to coerce, censor or penalize any negotiating participant shall be made or implied.
- B. Either party may call for a caucus at any time. Efforts shall be made to limit caucus sessions to a minimum of time.
- C. This agreement shall be subject to amendment(s) by negotiations between the parties. Any such amendment(s) shall be reduced to writing, state the effective date of such amendment(s) and be executed by the parties in the same manner as this Agreement.

2.13 Interim Bargaining

The Board and Association agree to follow the provisions of ORC 4117 with respect to interim bargaining.

## ARTICLE 3 - GRIEVANCE PROCEDURE

### 3.01 Grievance Defined

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

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

### 3.02 Time Limits

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

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

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

### 3.03 Representation

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

### 3.04 General Provisions

- A. A grievance may be initiated at Level II (Addendum B) when it has been determined by the Supervisor and the Employee the subject is not within the Supervisor's realm of responsibility or control.
- B. Nothing contained in this procedure shall be construed as limiting the individual rights of an Employee having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

- C. There shall be no reprisals of any kind taken against the grievant, the Association, its representatives, nor its officers for utilization of the provisions of this Article.
- D. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in this procedure.
- E. A group grievance may be initiated by the Association within twenty (20) days of an alleged violation that affects two (2) or more Employees arising out of like circumstances.
- F. If an Employee does not file a grievance in writing within twenty (20) days after he/she knows or should have known of the act or conditions on which the grievance is based, the grievance shall be considered waived.
- G. Written grievance and appeals shall be deemed to be received one day after postmarked or the date received and initials of the official shall be recorded thereon if hand-delivered.
- H. The Association shall receive notice of each grievance meeting held (except at the informal level) and shall be given a copy of the administrative decision at each step. Such written notice and decision shall be made at the same time and in the same manner as such notice or decision is required to be sent to the grievant.
- I. In the event a grievance is filed after May 15th of any year, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

### 3.05 Procedure for Processing Grievances

#### A. Informal Procedures

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

B. Level I

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

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

C. Level II

If the Employee and the Association are not satisfied with the decision in Level I, or if no decision has been made within the above time limits, the grievant, and the Association shall complete Grievance Report Form, Level II (Addendum B) and submit the grievance to the Superintendent. Within eight (8) workdays of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association representative. Within eight (8) work 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 Employee. The Association and the Building Administrator shall be notified in writing of said decision.

D. Level III

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

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

list submitted, the American Arbitration Association would submit additional lists to the parties until an arbitrator is mutually selected.

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

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

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

## ARTICLE 4 - MANAGEMENT RIGHTS

### 4.01 Recognition of Board Rights

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

### B. Board Functions

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the school district, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Determine location and use of the school(s), school system property and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
3. Determine financial policies of the school district, including the general accounting procedures and inventory procedures of supplies and equipment.
4. Direct, supervise, evaluate, and hire employees.
5. Maintain and improve the efficiency and effectiveness of school operations.
6. Determine the overall methods, processes, and/or personnel by which school district operations are to be conducted.
7. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
8. Determine the size of the work force and effectively manage the work force.

9. Determine the layout and the equipment to be used and plan, direct and control school activities.
10. Take whatever action is necessary to carry out the functions of the Board in situations of emergency.
11. Take whatever action is necessary to comply with state or federal law.

#### 4.02 Required Bargaining

The Board is not required to bargain on subjects reserved to the management and direction of the school district except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

## ARTICLE 5 - ASSOCIATION RIGHTS

### Exclusive Rights

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

#### 5.01 Right to Act without Reprisals

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

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

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

#### 5.03 Right to Communicate Association Business

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

Included are:

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

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

5.04 Right to Information

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

5.05 Right to Fair Share Fee

Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the FCEA, a fair share fee for the Association's representation of such non-members during the 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

For the 2013-14 school year, FCEA will provide a list of FSF payers to the District's Treasurer no later than February 15, 2014, and payroll deductions for said FSF will begin after March 15, 2014. All payments will be collected by the last pay in June, 2014, and transmitted to the Association no later than July 15, 2014.

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 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- i) Sixty (60) days employment in a bargaining unit position, or

ii) January 15<sup>th</sup>

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© 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.

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

5.06 Furnishing Information

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

5.07 Contract Reproduction

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

5.08 Labor/Management Meetings

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

5.09 Association Leave

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

5.10 New Employee Checklist

A committee of two (2) members of the Association appointed by the President of the Association and two (2) administrators appointed by the Superintendent shall meet prior to June 5, 2003, to create an employee checklist. This checklist will be used with any new bargaining unit member (Addendum E).

## ARTICLE 6 - EMPLOYEE CONTRACTS

### 6.01 Probationary Period

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

### 6.02 Contract Sequence

The term of an employee's initial employment contract shall not exceed one (1) year. Subsequent contracts if renewed by the Board shall be issued in the following sequence: Two (2) consecutive one year contracts, a Two (2) year contract, continuing contract. If an employee has previously been granted four (4) years or more service credit upon conclusion of the 2002-2003 school year, the employee will be awarded a continuing contract.

### 6.03 Non-renewal/Termination

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

#### 6.04 Assignments

Employees will be notified of a tentative assignment for a new school year prior to August 15 of each year. Changes to employee's tentative assignment after August 15, may be made at administrative discretion. Every effort will be made to meet with the employee to discuss the new assignment.

## ARTICLE 7 - SENIORITY

### 7.01 Definitions

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

### 7.02 Seniority Tie

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

- A. length of service beginning with the date of the first day of work as a contracted employee.
- B. the first date of substitute work in the District shall prevail.
- C. The date of application for the position shall prevail.
- D. The names of the employees will be drawn by the Superintendent or his designee, with the Association President in attendance as a witness.

### 7.03 Seniority Accrual

- A. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension for reduction in staff if the employee is reinstated.
- B. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the employee was on such unpaid leave will not be counted in total years of service in determining seniority rights.

7.04 Termination of Seniority

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

7.05 Seniority List

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

## ARTICLE 8 - VACANCIES, TRANSFERS AND PROMOTIONS

### 8.01 Definitions

#### A. Transfers

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

#### B. Promotion

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

#### C. Vacancy

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

### 8.02 Discontinuation of Positions

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

### 8.03. Posting of Vacancies

- A. The Administration shall post on the office bulletin boards at work locations and on the Fairborn City Schools website for five (5) days all bargaining unit positions. Posted notices shall include job title, location, pay range, length of work year, number of hours, and a general job description. The President of the Association shall be sent a copy of each job posting during the year school year. During the summer months, the

posting will be on the District website and the Job Hotline and sent to the Association President.

- B. Open positions will be posted within 30 calendar days of the opening.

#### 8.04 Procedure for Filling Vacancies

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

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

If no one in the same classification applies for the posted vacancy, the position shall be filled by a bargaining unit employee meeting the qualifications of the position.

Thereafter, consideration may be given to applicants not in the bargaining unit.

- B. An employee may transfer to a different position after the sixty (60) calendar day probationary period, for new employees, and the thirty (30) calendar day probationary period for current employees.

#### 8.05 Job Description

Board approved job descriptions or revisions for each position contained in each classification shall be completed by the employer no later than January 1, 2007 and thereafter be immediately distributed to each employee. If both parties agree, job descriptions may be reviewed annually by a joint committee consisting of three (3) union representatives and three (3) employer representatives. The recommendations of the joint committee will be forwarded to the superintendent for review and approval.

ARTICLE 9 - REDUCTION IN FORCE

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

- A. The reduction shall be done by Classifications.
- B. All probationary, temporary, seasonal and provisional employees shall be first laid off.
- C. Displacement will occur in the following order:
  - 1. If it is then determined necessary to layoff regular employees, such layoff shall be done by classification seniority, with the least senior employees, within each classification, being the first laid off by contract suspension.
  - 2. Employees who are displaced by layoff who held a regular contracted position in another classification may exercise their district seniority and return to the most recent former classification if there is an employee in that classification with less district seniority. Upon re-entry into a former classification the employee shall acquire the classification seniority date the employee had when he/she left the classification and maintain their current rate of pay. If there is no step at the employee's current rate of pay they shall be placed on the salary schedule to a step equivalent to, or the next highest step up to and including Step 33. This becomes effective July 1, 2010.
  - 3. An employee who is displaced by layoff may exercise his/her district seniority and take the position of the least senior employee in the district if he/she meets the qualifications listed in the job description used for posting the position. Upon placement in this new classification, the employee will maintain his/her current rate of pay. If there is no step at the employee's current rate of pay, he/she shall be placed on the salary schedule to a step equivalent to, or the next highest step, up to and including Step 33. The employee will have a trial period of thirty (30) calendar days in the new position. At the end of the thirty (30) calendar day probationary period, the employee will either be granted the position or be placed on the recall list.
- D. Prior to the superintendent's notification to the Board on any layoffs, or reduction in force, the superintendent or his/her designee shall notify the association president of pending layoffs, and work out all displacement issues. Thereafter, the superintendent or his/her designee shall prepare

and post for inspection the seniority lists, noting which employees are to be laid off.

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

#### 9.02 Recall Rights

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

ARTICLE 10 - DISCIPLINE AND TERMINATION OF EMPLOYMENT

10.01 Discipline

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

10.02 Termination

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

10.03 Discipline Action Removed

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

## ARTICLE 11 - HEALTH AND SAFETY

### 11.01 Medical Exam

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

### 11.02 Chronic Communicable Diseases

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

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

The Board and all employees of the Board involved in any way in the implementation/administration of this 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 employee diagnosed to have a chronic communicable disease shall have full access to sick leave, sick leave bank donations, FMLA and disability leave as provided by this Agreement and Ohio Revised Code.

## ARTICLE 12 - WORKWEEK

### 12.01 Hours Worked

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

### 12.02 Report of Time Worked

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

### 12.03 Breaks

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

### 12.04 Travel Time

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

### 12.05 Emergency Closing/Calamity Days

- A. In accordance with ORC 3319.081G those employees who are called by their Building Administrator will report to work at their scheduled time and receive vacation accrual for time worked. Such time worked shall be added to the employees' vacation accumulation up to a maximum of five (5) days per school year.
- B. If current weather conditions deem the necessity for the employee to not report to work or reports to work late, the employee will not be penalized.

No employee is required to report to work at the employee's regular time if there is a delay in the start of school.

## ARTICLE 13 - WORKING CONDITIONS

### 13.01 Subcontracting

No employee in this bargaining unit will lose their position due to sub contracting.

### 13.02 Supervision of Students

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

### 13.03 Training

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

### 13.04. Substitutes

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

### 13.05 Complaints

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

## ARTICLE 14 - PAYROLL

### 14.01 Payroll Process

- A. Employees will be paid every other Friday during the period of the employee's contract. Pay to equal the amount calculated by the hourly rate times the number of hours worked during the previous ten (10) work days ending on the Friday fourteen (14) days prior to payment.
- B. Employees being promoted to another pay schedule shall be placed on the new schedule at least fifty (.50) cents greater than the previous schedule. At no time may this pay equal more than the highest step of the new schedule.
- C. Employees new to the system may receive credit for like jobs worked but never to exceed the fifth (5th) step of the appropriate schedule.
- D. An employee may be advanced to the next step of the appropriate salary schedule if the employee has credit for one hundred twenty (120) days during the contract period at the number of hours per day for which the employee is contracted. Credit includes days worked or an approved paid leave.

### 14.02 Payroll Deductions

- A. Deductions shall be made from paychecks for the following:
  - 1. Federal Income Tax
  - 2. State Income Tax
  - 3. City Income Tax
  - 4. Ohio State Employees Retirement System
  - 5. School District Income Tax
  - 6. Medicare
  - 7. Court-ordered deductions (all errors shall be resolved directly with the courts)
  - 8. Other payroll deductions as required by law
  - 9. Association Dues

B. Other optional deductions:

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

14.03 Direct Check Deposit

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

14.04 SERS Pick-up

The employer shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked-up" by the Employer as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as Permitted by

Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked-up" by the Employer shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick-up," nor is the Employer's total contribution to the State Employees Retirement System increased thereby.

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

## ARTICLE 15 - COMPENSATION

### 15.01 Wage Schedules

#### 2013-14 School Year

Current salary maintained for bargaining unit members. A ½ step advancement on the salary schedule for anyone eligible for movement. Anyone not eligible for step movement will receive a \$250 pay increase.

#### 2014-15 School Year

Implement the new pay schedules. Each employee is placed on the step and column that equates to the current compensation level. Anyone who falls between two steps will be moved to the closest higher step. Everyone is granted one vertical step.

#### 2015-16 School Year

Everyone receives one vertical step. No other movement on the salary schedule will be made unless such movement is included in a successor collective bargaining agreement.

### 15.02 Overtime

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

### 15.03 Severance Pay

- A. Employees who terminate their employment with the Board shall be eligible to convert their unused sick leave at the time of termination. Eligible Employees shall be those who:
1. Have ten (10) or more years in active pay status, or
  2. Have attained the age of fifty-five (55), or
  3. Retire through the State Employees Retirement System and who, upon retirement, are immediately eligible for retirement benefits.
- B. The maximum accumulation shall be two hundred forty-three (243) total days and the maximum number of severance days shall be one third of the maximum, which shall be eighty-one (81) days.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be made only once to any employee. In order to be eligible for severance

pay, an application must be made to the Treasurer within ninety (90) calendar days following the employee's last date of work.

D. The Employee shall elect the payment option.

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

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

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

F. In the 2014-15 school year, a Compensation Committee will be created to include representatives selected by the FCEA and 3 administrators to review and revise the FCEA salary schedules to be implemented in a successor agreement.

#### 15.04 Adult School Tuition Reimbursement

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

#### 15.05 Attendance at Educational Meetings, Conferences, and Conventions

- A. Attendance by employees at meetings, conferences, conventions, workshops, seminars, clinics, or to conduct school visitations outside of the District may be approved by the Superintendent or his/her designee.
- B. An estimate of anticipated expenses must be submitted on the appropriate form prior to the day any such leave commences. Reimbursement for eligible expenses shall include the approved costs of travel, housing, meals, and registration. In order to receive reimbursement for eligible expenses, the employee must submit a request for reimbursement and any appropriate receipts for such expenditures.

#### 15.06 Voluntary Internal Substitution

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

#### 15.07 Mileage Reimbursement

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

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

#### 15.08 Testing Requirements

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

#### 15.09 Records Day

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

## ARTICLE 16 - INSURANCE

### 16.01 Life Insurance

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

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

### 16.02 Health Care

- A. The Fairborn Board of Education agrees to pay eighty percent (80%) of the cost of a family plan or a single plan per month of a benefit plan for health care, for employees working ten (10) months or more. The employee shall pay the remaining twenty percent (20%).
- B. The Fairborn Board of Education agrees to pay eighty percent (80%) of the cost of a single plan selected by the employee per month of a benefit plan for health care for employees working less than ten (10) months and working twenty (20) or more hours per week. The employee shall pay the remaining twenty percent (20%) of the single plan. Should such an employee select a family plan, the board agrees to pay fifty percent (50%) of the cost of the family contract paid on percentage of contracted hours.
- C. Benefit Plan – The benefit level currently in effect (March 1, 2014) will remain in effect unless revised by agreement between the Association and Board of Education. For illustrative purposes only, highlight of level includes the following (actual benefit level summary is attached):

80%/20% Premium Co-pay  
\$25/\$30 Office Visits  
95%/5% Co-insurance  
\$1500/\$3000 Out-of-Pocket Maximum  
\$25 Urgent Care  
\$100 Emergency Room  
RX: \$10/\$30/\$50  
RX: Mandatory Generic  
RX: Mandatory Mail

- D. Employees purchasing coverage beyond that for which the Fairborn Board of Education provides a contribution will assume all premiums.
- E. In order for an employee to be eligible for such Board contributions in 16.02(A) or 16.02 (B), said employee must agree in writing to have the balance of the applicable monthly premium due the carrier withheld from the employee's pay. The Board contributions will be paid for the eligible employees except for:
  - 1. An employee who has coverage elsewhere, other than individually purchased coverage or coverage for their dependents only under survivor benefits, or
  - 2. An employee whose spouse has coverage for themselves and/or their dependents at the place of employment or other coverage other than individually purchased coverage.

#### 16.03 Coverage Continuation

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

#### 16.04 Section 125 – Benefits Plan

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

#### 16.05 Dental Care

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

#### 16.06 Other Approved Leave of Absence

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

proceeding the date the premiums are due to the insurance provider. The benefit shall terminate at the expiration of such leave.

16.07 Insurance Carriers

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

16.08 Change in Carriers

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

## ARTICLE 17 - VACATION AND HOLIDAYS

### 17.01 Vacation

Employees working eleven (11) months or more per year after service of one (1) calendar year in an eleven (11) month or more position shall be entitled during each year thereafter, while continuing in the employment of the Board, to vacation leave with full pay for two (2) calendar weeks, excluding legal holidays at 1-8 years of service. An employee continuing in the employ of the Board for 8-20 years of service shall be entitled to vacation leave with full pay for three (3) calendar weeks excluding legal holidays. Any employee, continuing in the employ of the Board for more than 20+ years of service, shall be entitled to vacation leave with full pay for four (4) calendar weeks excluding legal holidays.

### 17.02 Leaving Employment

Upon leaving the employ of the Board, an employee will be paid at his/her current rate for each day of unused vacation.

### 17.03 Vacation Accumulation

Employees may accumulate and carry over up to two (2) years of vacation accumulation. At time of separation, an employee is entitled to compensation at the employee's current rate of pay for all unused vacation leave to the employee's credit up to a maximum of vacation leave accrued for the immediately preceding two years in addition to the prorated portion of earned but unused vacation leave for the current year.

### 17.04 Approval of Vacation

Specific day for vacation must be approved in advance by the Building Administrator.

### 17.05 Holidays

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

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

Christmas Day

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

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

- C. If any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday. In the event the holiday falls on a Sunday, the following Monday will be observed.

## ARTICLE 18 - LEAVES

### 18.01 Sick Leave

#### A. Accumulation

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

All bargaining unit members will have sick leave balances restored to totals reflected as of July 1, 2013. To that total, bargaining unit members will receive an additional 1.25 days for the months of July, 2013, through February, 2014, (10 days) minus any sick leave days taken since July 1, 2013.

#### B. Uses of Sick Leave

Sick leave may be used for absences due to disability by personal illness, pregnancy, recovery from childbirth, or injury, or exposure to contagious disease which could be communicated to other Employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury, or death in the Employee's immediate family that requires the care and/or attendance of the employee. Sick Leave may be used in increments of 1/4, 1/2, or a whole day.

#### C. Notification of Sick Leave

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

#### D. False Claim

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

E. Transfer of Sick Leave Credits

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

F. Advancement of Sick Leave Credit

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

18.02 Donation of Sick Leave for Catastrophic Illness or Injury

Each Employee of the district, certified or classified, may contribute one day of his/her accumulated sick leave to a designated 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 Employee (or close family member of the Employee).

The operational procedure shall be as follows:

- A. The 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 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 B)
- 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 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.

### 18.03 Personal Leave

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

B. Payment for Unused Personal Leave

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

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

C. No Charge Against Accrued Sick Leave Credits

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

D. Use of Personal Leave

Such personal leave must be taken in one-half, 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 Employee.
7. Other necessary reasons as may be approved by the Superintendent or his/her designee.

E. Notification for Personal Leave

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

F. Restrictions on Use of Personal leave

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

1. On the last 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 personal leave benefits hereunder may constitute just cause for disciplinary action.

18.04 Unpaid Maternity/Parental Leave

A. Leave Rights

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

B. Application for Leave

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

C. Return to Active Service

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

upon the mutual agreement of the Employee and the Superintendent or his/her designee.

D. Contract Rights

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

18.05 Unpaid Sabbatical Leave

- A. Sabbatical leave may be granted to an Employee who has served in the District at least two (2) years. Any request for sabbatical leave (form located in Addendum B) must be made in writing not later than May 1 of any school year or at a later date at the discretion of the Superintendent or his/her designee. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel, or other reasons deemed to have value to the school system.
1. Sabbatical leave shall not be granted to more than five (5) percent of the Employee staff at any one time.
  2. Sabbatical leave shall not be granted to any Employee more than once for every five (5) years of service.
  3. Sabbatical 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 Employee staff have filed such a request.

- B. Sabbatical leave shall be without pay.
- C. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.
- D. The return date to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester, unless the Employee and the Superintendent or his/her designee mutually agree in writing to a different date.
- E. If the Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Employee shall be assigned to the Employee position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Employee shall be offered a position for which the Employee is qualified.
- F. The Employee on leave may exercise the option of maintaining group insurance coverage, at the Employee's expense, during such leaves and if allowable by the insurers under the current provisions.
- G. Upon return from leave, the Employee may purchase S.E.R.S. credit under the time restrictions and other rules and regulations of S.E.R.S.

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

- A. Upon written request of an employee (Addendum B), the Board shall grant a leave of absence for a period of not more than two (2) consecutive school years for illness or other disability. A licensed physician shall certify the illness or disability.
- B. Upon subsequent request, the Board may renew the leave.
- C. Without request, the Board may grant similar leave of absence and renewals thereof to an Employee because of illness or other disability, but such Employee may have a hearing on such unrequested leave of absence or its renewal, in accordance with Section 3319.16 O.R.C.
- D. If the Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Employee shall be assigned to the position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or

combining positions, changes in enrollment or class offerings, the Employee shall be offered a position for which the employee is qualified.

- E. An Employee, prior to returning from a health leave of absence, must furnish a physician's certificate stating that the Employee is able to perform the duties of the employee's position.
- F. Insurance benefits for Employees on leave of absence for health reasons are covered under the current provisions.
- G. Upon return from leave, the Employee may purchase S.E.R.S. credit under the time restrictions and other rules and regulations of S.E.R.S.

#### 18.07 Military Leave

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

#### 18.08 Other Unpaid Leaves of Absence

- A. In addition to other current unpaid leaves of absences, an unpaid leave of absence may be granted an Employee for other reasons satisfactorily justified to the Board.
- B. Such unpaid leaves of absence not otherwise set forth in this Agreement shall be defined as a period of time up to one (1) year that an Employee is granted away from the District. All leaves are subject to the approval of the Superintendent or his/her designee and the Board of Education.
- C. To be eligible for a long term unpaid leave of absence not otherwise set forth in this Agreement, an Employee must have completed two (2) full years in the District. The Employee must request the leave (Addendum B) at least thirty (30) days prior to the date on which the leave is to begin.
- D. A leave of absence shall be without pay and the Employee returning from leave of absence shall not be entitled to advancement on the salary schedule for the period of absence unless provisions are met, nor shall any sick leave accrue during that time.
- E. Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return at the beginning of the student year, or no later than December 1 if the intent is to return at the beginning of the second semester.
- F. The return date to active service shall be a date mutually agreed to in writing by the Employee and the Superintendent or his/her designee.

- G. The Employee on leave may exercise the option of maintaining group insurance coverages, at the Employee's expense, during such leaves and if allowable by the insurers under the current provisions.
- H. Upon return from leave, the Employee may purchase an S.E.R.S. credit under the time restrictions and other rules and regulations of S.E.R.S.
- I. If the Employee returns to active service on the first day of the school calendar or the first day of the second semester, the returning Employee shall be assigned to the Employee position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the Employee shall be offered a position for which the Employee is qualified.
- J. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or initiation of termination procedures under the Ohio Revised Code.

#### 18.09 Assault Leave

- A. An Employee covered hereunder who is absent from work as a result of a physical assault while in the course of his/her employment and which renders the Employee physically unable to perform the duties of his/her the 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 Employee receives, through the courts or other legal processes, damages as a settlement for lost earnings, said Employee must return to the Board said damages received up to the salary paid under this article. Any salary payable shall be reduced by the amount of any Worker's Compensation disability awarded.
- D. Assault leave shall be reported on the appropriate form located in Addendum B.

#### 18.10 Jury and Witness Duty Leave

- A. Employees covered hereunder selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection or order, shall be paid the regular earnings due such persons, provided the provisions set forth in "E" of this section are met.

- B. The Employee subpoenaed as a witness in court shall, except in situations where they are a party litigant or witness against the Board, be paid the regular earnings due such person, provided the provisions set forth in "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 Employee receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to their supervisor within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within two (2) weeks following receipt of same.

#### 18.11 Unpaid Political Leave

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

#### 18.12 Family and Medical Leave Act

- A. To be eligible for FMLA leave, an Employee must have one (1) year of service with the Board and must also have actually worked a total of 730 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 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 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 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 19 - EVALUATIONS

### 19.01 Purpose

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

### 19.02 Conduct of Evaluations

- A. The performance of each employee shall be evaluated in writing by the employee's Building Administrator on the appropriate form. The employee will be notified of the name of the employee's Building Administrator the first week of the school year.
- B. A probationary employee shall be evaluated no earlier than ten (10) days after employment and no less than five (5) days prior to the completion of the probationary period of ninety (90) days.
- C. All evaluations, other than probation evaluations, will be completed and delivered to the evaluated employees by the supervisor no later than May 15 of each year. The evaluation shall be reviewed at a post-conference, with a copy given to the employee at the conclusion of the conference. The employee shall sign the evaluation documents and return it to the supervisor. The employee's signature does not constitute approval or disapproval but only that the evaluation has been reviewed and retained by the employee. All meetings and conferences relating to an employee's evaluation shall be conducted in private.
- D. All supervisors shall submit evaluation reports for all personnel to the Superintendent by June 15 of each year. The report must be signed by the supervisor and included in the personnel file for the employee.
- E. The evaluation form is included in this agreement as Addendum C.

## ARTICLE 20 - PERSONNEL FILES

### 20.01 Official File

There shall be one (1) official personnel file for each employee which will have contents limited to items relating to work performance, discipline, and routine financial or personnel data. All employees shall be entitled to the rights granted by O.R.C. Chapter 1347.

### 20.02 Review of File

- A. An employee shall have the right, upon request and with reasonable notice, to review the contents of the employee's personnel file and to receive one (1) copy of any document contained therein.
- B. An employee may have an Association representative present when the employee inspects the employee's personnel file or may authorize in writing an Association representative to review the employee's file.

### 20.03 Contents of File

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

## ARTICLE 21 - MISCELLANEOUS

### 21.01 Sexual Harassment Procedure

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

## ARTICLE 22 - EFFECTS OF CONTRACT

### 22.01 Provisions Contrary to Law

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

### 22.02 Non-Discrimination

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

### 22.03 Amendments

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

### 22.04 Copies of Agreement

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

ARTICLE 23 – DURATION OF AGREEMENT

23.01 Duration

This Agreement shall be effective as of March 1, 2014, and shall remain in effect through June 30, 2016, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of June 30, 2016, or the end of any yearly extension period.

23.02 The Board and Association will enter into a two year, four month Collective Bargaining Agreement, effective March 1, 2014, through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have set their hands this 13<sup>th</sup> day of Feb. 2014.

FAIRBORN CITY SCH. BOARD OF EDUCATION

FAIRBORN CLASSIFIED EMPLOYEES ASSOC.

By [Signature]  
Superintendent

By [Signature]  
President

By [Signature]  
Treasurer

By [Signature]  
Negotiations Chairperson

By [Signature]  
Board President

By [Signature]  
Committee Member

By [Signature]  
Director, Classified Personnel

By [Signature]  
OEA Designated Representative

Step	Noon-Duty	Assistants	Clinical/Sped Ast	Clerk/Lib	Bldg. Tech	Secretary	Resp. Assoc.	Resp. BA	Coordinator
1	\$ 10.31	\$ 10.31	\$ 10.99	\$ 11.26	\$ 11.71	\$ 14.55	\$ 16.08	\$ 16.71	\$ 18.18
2	\$ 10.51	\$ 10.51	\$ 11.27	\$ 11.48	\$ 11.93	\$ 14.79	\$ 16.38	\$ 17.01	\$ 18.54
3	\$ 10.71	\$ 10.71	\$ 11.55	\$ 11.70	\$ 12.15	\$ 15.03	\$ 16.68	\$ 17.31	\$ 18.90
4	\$ 10.91	\$ 10.91	\$ 11.83	\$ 11.92	\$ 12.37	\$ 15.27	\$ 16.98	\$ 17.61	\$ 19.26
5	\$ 11.11	\$ 11.11	\$ 12.11	\$ 12.14	\$ 12.59	\$ 15.51	\$ 17.28	\$ 17.91	\$ 19.62
6	\$ 11.31	\$ 11.31	\$ 12.39	\$ 12.36	\$ 12.81	\$ 15.75	\$ 17.58	\$ 18.21	\$ 19.98
7	\$ 11.51	\$ 11.51	\$ 12.67	\$ 12.58	\$ 13.03	\$ 15.99	\$ 17.88	\$ 18.51	\$ 20.34
8	\$ 11.71	\$ 11.71	\$ 12.95	\$ 12.80	\$ 13.25	\$ 16.23	\$ 18.18	\$ 18.81	\$ 20.70
9	\$ 11.91	\$ 11.91	\$ 13.23	\$ 13.02	\$ 13.47	\$ 16.47	\$ 18.48	\$ 19.11	\$ 21.06
10	\$ 12.11	\$ 12.11	\$ 13.51	\$ 13.24	\$ 13.69	\$ 16.71	\$ 18.78	\$ 19.41	\$ 21.42
11	\$ 12.31	\$ 12.31	\$ 13.79	\$ 13.46	\$ 13.91	\$ 16.95	\$ 19.08	\$ 19.71	\$ 21.78
12	\$ 12.51	\$ 12.51	\$ 14.07	\$ 13.68	\$ 14.13	\$ 17.19	\$ 19.38	\$ 20.01	\$ 22.14
13	\$ 12.71	\$ 12.71	\$ 14.35	\$ 13.90	\$ 14.35	\$ 17.43	\$ 19.68	\$ 20.31	\$ 22.50
14	\$ 12.91	\$ 12.91	\$ 14.63	\$ 14.12	\$ 14.57	\$ 17.67	\$ 19.98	\$ 20.61	\$ 22.86
15	\$ 13.11	\$ 13.11	\$ 14.91	\$ 14.34	\$ 14.79	\$ 17.91	\$ 20.28	\$ 20.91	\$ 23.22
16	\$ 13.31	\$ 13.31	\$ 15.19	\$ 14.56	\$ 15.01	\$ 18.15	\$ 20.58	\$ 21.21	\$ 23.58
17	\$ 13.51	\$ 13.51	\$ 15.47	\$ 14.78	\$ 15.23	\$ 18.39	\$ 20.88	\$ 21.51	\$ 23.94
18	\$ 13.71	\$ 13.71	\$ 15.75	\$ 15.00	\$ 15.45	\$ 18.63	\$ 21.18	\$ 21.81	\$ 24.30
19	\$ 13.91	\$ 13.91	\$ 16.03	\$ 15.22	\$ 15.67	\$ 18.87	\$ 21.48	\$ 22.11	\$ 24.66
20	\$ 14.11	\$ 14.11	\$ 16.31	\$ 15.44	\$ 15.89	\$ 19.11	\$ 21.78	\$ 22.41	\$ 25.02
21	\$ 14.31	\$ 14.31	\$ 16.59	\$ 15.66	\$ 16.11	\$ 19.35	\$ 22.08	\$ 22.71	\$ 25.38
22	\$ 14.51	\$ 14.51	\$ 16.87	\$ 15.88	\$ 16.33	\$ 19.59	\$ 22.38	\$ 23.01	\$ 25.74
23	\$ 14.71	\$ 14.71	\$ 17.15	\$ 16.10	\$ 16.55	\$ 19.83	\$ 22.68	\$ 23.31	\$ 26.10
24	\$ 14.91	\$ 14.91	\$ 17.43	\$ 16.32	\$ 16.77	\$ 20.07	\$ 22.98	\$ 23.61	\$ 26.46
25	\$ 15.11	\$ 15.11	\$ 17.71	\$ 16.54	\$ 16.99	\$ 20.31	\$ 23.28	\$ 23.91	\$ 26.82
26	\$ 15.31	\$ 15.31	\$ 17.99	\$ 16.76	\$ 17.21	\$ 20.55	\$ 23.58	\$ 24.21	\$ 27.18
27	\$ 15.51	\$ 15.51	\$ 18.27	\$ 16.98	\$ 17.43	\$ 20.79	\$ 23.88	\$ 24.51	\$ 27.54
28	\$ 15.71	\$ 15.71	\$ 18.55	\$ 17.20	\$ 17.65	\$ 21.03	\$ 24.18	\$ 24.81	\$ 27.90
29	\$ 15.91	\$ 15.91	\$ 18.83	\$ 17.42	\$ 17.87	\$ 21.27	\$ 24.48	\$ 25.11	\$ 28.26
30	\$ 16.11	\$ 16.11	\$ 19.11	\$ 17.64	\$ 18.09	\$ 21.51	\$ 24.78	\$ 25.41	\$ 28.62
31	\$ 16.31	\$ 16.31	\$ 19.39	\$ 17.86	\$ 18.31	\$ 21.75	\$ 25.08	\$ 25.71	\$ 28.98
32	\$ 16.51	\$ 16.51	\$ 19.67	\$ 18.08	\$ 18.53	\$ 21.99	\$ 25.38	\$ 26.01	\$ 29.34
33	\$ 16.71	\$ 16.71	\$ 19.95	\$ 18.30	\$ 18.75	\$ 22.23	\$ 25.68	\$ 26.31	\$ 29.70

*Bali Wilson*  
*APL*

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 (after Level I)

Grievance # \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

Date Received by Superintendent \_\_\_\_\_

GRIEVANCE FORM

LEVEL II

SUPERINTENDENT'S LEVEL – Association Grievance

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/Designee \_\_\_\_\_

(Date)

(Initial)

1-23-01  
Rev. 8/02

Fairborn City Schools  
306 E. Whittier Ave., Fairborn, Ohio 45324

**SICK LEAVE FORM**

Name \_\_\_\_\_ Date \_\_\_\_\_

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

I am making application for the use of sick leave as provided in ORC 3319.141 and the use of this sick leave is justified for the following reason:

- Personal Illness (nature of illness) \_\_\_\_\_
- Personal Injury (nature of injury) \_\_\_\_\_
- Illness or Injury in Immediate Family \_\_\_\_\_  
Name/Relationship \_\_\_\_\_
- Death in Family \_\_\_\_\_  
Name/Relationship \_\_\_\_\_
- Other \_\_\_\_\_

I hereby request \_\_\_\_\_ days of sick leave. (List both the day and date absent in space provided below.)

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

For extended absence (two weeks, three weeks, month, etc.)

\_\_\_\_\_ through \_\_\_\_\_

If medical attention was required, complete the following:

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

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

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

(Falsification of this statement is grounds for disciplinary action.)

Certified Employee Signature of Employee \_\_\_\_\_

Non-Certified Employee Signature of Supervisor \_\_\_\_\_

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

*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.

**APPLICATION FOR UNPAID LEAVE OF ABSENCE**

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

Maternity

To: \_\_\_\_\_  
*Principal or Supervisor*

Parental

Sabbatical

Employee Name: \_\_\_\_\_  
*Please Print*

Health/Disability

Other

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Certified

Classified

Approved

Not Approved\*

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

\* Except for Maternity/Parental Leaves

*Fairborn City Schools*  
**PERSONAL LEAVE FORM**

**N** \_\_\_\_\_ **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)*

REV. 7/2013

**Fairborn City**

**Employee Accident Report**

Check which applies:

PERSONAL INJURY

PROPERTY DAMAGE

**PART A -- To be completed by Employee**

Employee Name \_\_\_\_\_ Building \_\_\_\_\_ Job Title \_\_\_\_\_

Date of Accident \_\_\_\_\_ Time of Accident \_\_\_\_\_

Location of Accident/Exposure \_\_\_\_\_

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

Witnesses \_\_\_\_\_

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

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

Cause of the accident: \_\_\_\_\_

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

Describe the injury or property damage (be specific): \_\_\_\_\_

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

Did you seek medical attention for this accident?  YES  NO If YES, what date? \_\_\_\_\_

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

School Nurse \_\_\_\_\_

Physician \_\_\_\_\_

Hospital \_\_\_\_\_

Other \_\_\_\_\_

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

Did you miss any work?  YES  NO If YES, how many hours or days? \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date of Report \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

(over)

**PART A** (continued)

**ADDITIONAL INFORMATION FOR SLIPS/TRIPS/FALLS**

Type of shoes worn \_\_\_\_\_ Condition of soles \_\_\_\_\_

Were any long clothing/loose laces worn? \_\_\_\_\_

Were any packages/materials being carried?  YES  NO If YES, what? \_\_\_\_\_

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

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

Employee's Signature

Position

**PART B** - To be completed by Principal or Immediate Supervisor

Was the accident preventable?  YES  NO

If YES, describe: \_\_\_\_\_

What should be done to prevent similar accidents? \_\_\_\_\_

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

Principal or Immediate Supervisor Signature

Position

**PRINCIPAL OR IMMEDIATE SUPERVISOR:** Forward original to Paula Montgomery, FCS Safety Coordinator, P-S Elementary School; send copy to Ed Gibbons, CO; and give a copy to the employee.





ADDENDUM B

FCS 25  
Rev. 7-1-2011

*Fairborn City Schools*  
**REQUEST FOR ATTENDANCE AT PROFESSIONAL MEETING**

Today's Date \_\_\_\_\_  Certified  Classified

Staff Member's Name \_\_\_\_\_ Building \_\_\_\_\_

Meeting Name \_\_\_\_\_ Meeting Location \_\_\_\_\_

Meeting/Absent Date(s) \_\_\_\_\_  Full Day  Half Day  Other \_\_\_\_\_

Sub / Intern Needed?  Yes  No Sub Funding Source: \_\_\_\_\_

	REIMBURSEMENT AMOUNT REQUESTED	REIMBURSEMENT AMOUNT APPROVED	REIMBURSEMENT FUNDING SOURCE
REGISTRATION			
ROUND TRIP MILEAGE @ \$ .555 (7-1-2011)			
LODGING \$100 per day or convention rate			
MEALS up to \$35 per day			
TAXI, BUS, RENTAL CAR			
PARKING FEES			
OTHER EXPENSES			
<b>TOTAL</b>			

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

Signature of Superintendent (or His/Her Designee) \_\_\_\_\_ Date \_\_\_\_\_

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

(See reverse side for reimbursement instructions.)

## PROFESSIONAL LEAVE

### 1. Complete FCS 25

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

### 2. Processing FCS 25

- Complete FCS 25, sign and give to building principal or supervisor. The building principal or supervisor will sign and then send to Gary Walker (except Title IIA send to Denny Morrison).
- Mr. Walker or Mr. Morrison will approve, a copy will be sent to the building/supervisor and the original will remain at Central Office with the receptionist.
- The receptionist will keep original and make a copy for the treasurer's office.

**Fairborn City Schools  
Performance Appraisal/Rating  
FCEA Classified**

ADDENDUM C

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

Building: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

Appraiser: \_\_\_\_\_

**Purpose:** The purpose of this appraisal is to provide the employees with information about his/her strengths and to identify areas needing improvement.

**Procedure:** Each supervisor shall complete this form for each person being appraised. Refer to the appraisal process for more information if needed.

**Part I -- General Performance Factors**

- |     |   |                     |                          |                       |                          |
|-----|---|---------------------|--------------------------|-----------------------|--------------------------|
| 1.  | <b>Dependability:</b> Consider the amount of supervision required.<br><i>Comments:</i>  | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 2.  | <b>Personal Appearance:</b> Consider cleanliness, neatness, personal habits and appropriate dress.<br><i>Comments:</i>  | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 3.  | <b>Attendance:</b> Consider promptness in coming to work daily and conforming to work hours.<br><i>Comments:</i>  | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 4.  | <b>Attitude:</b> Consider interest and enthusiasm toward work, willingness to accept suggestions, rules, and dedication to school system. Displays positive attitude.<br><i>Comments:</i> | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 5.  | <b>Knowledge of Job:</b> Consider total job familiarity to include correct usage of equipment, supplies, and people skills.<br><i>Comments:</i>   | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 6.  | <b>Cooperativeness:</b> Consider ability to work harmoniously with others, willingness to help and work with others<br><i>Comments:</i>   | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 7.  | <b>Quality of Work:</b> Consider neatness, orderliness of work, incidence of errors.<br><i>Comments:</i>  | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 8.  | <b>Quantity of Work:</b> Consider amount of work done and promptness with which it was completed. Were schedules and deadlines maintained?<br><i>Comments:</i>                            | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 9.  | <b>Initiative:</b> Consider how observant and if things are done without having to be requested.<br><i>Comments:</i>  | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |
| 10. | <b>Relationship with Others:</b> Consider peer relations, public interaction and interaction with students.<br><i>Comments:</i>   | <i>Satisfactory</i> | <input type="checkbox"/> | <i>Unsatisfactory</i> | <input type="checkbox"/> |

Part II Overall Rating

ADDENDUM C

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

Satisfactory

Unsatisfactory

Evaluator Comments:

Employee Comments:

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

Signature of Appraiser: \_\_\_\_\_

(The employee signature indicates that the appraisal has been discussed. It does not mean that the employee agrees or disagrees with the appraisal.)

Signature of Employee: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_



## ADDENDUM D – Medical Plan – Summary of Benefits

### Your Summary of Benefits



Fairborn City Schools  
 Blue Access® (PPO)  
 Effective 10/1/2013

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$150/\$300	\$300/\$600
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,500/\$3,000	\$3,000/\$6,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>o allergy injections (PCP and SCP)</li> <li>o allergy testing</li> <li>o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	\$25/\$30  No Cost Share 5% 5%	30%  30% 30% 30%
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	No Cost Share	30%
<b>Emergency and Urgent Care</b> Emergency Room Services <ul style="list-style-type: none"> <li>o facility/other covered services (copayment waived if admitted)</li> </ul> Urgent Care Center Services <ul style="list-style-type: none"> <li>o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>o Allergy injections</li> <li>o Allergy testing</li> </ul>	\$100  \$25 5%  No Cost Share 5%	\$100  30% 30%  30% 30%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	5%	30%
<b>Blue 6.0</b>		

Anthem, Blue Cross and Blue Shield is the trade name of Centennial Insurance Company, An Independent Company of the Blue Cross and Blue Shield Association, ®Registered marks Blue Cross and Blue Shield Association.

## Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services (Network/Non-Network combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>Unlimited days for skilled nursing facility</li> </ul>	5%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	5%	30%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	5% No Cost Share 5%	30% No Cost Share 5%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network Limits) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation Unlimited</li> <li>Pulmonary Rehabilitation Unlimited</li> <li>Physical Therapy: 60 visits</li> <li>Occupational Therapy: 60 visits</li> <li>Manipulation Therapy: 18 visits</li> <li>Speech therapy: 40 visits</li> </ul>	\$25/\$30 5%	30% 30%
<b>Accidental Dental: Unlimited</b>	Copayments/Coinsurance based on setting where covered services are received	30%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	30%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No Cost Share	50%

## Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> Network Tier structure equals 1/2/3		
<ul style="list-style-type: none"> <li>o Network Retail Pharmacies: (30-day supply)</li> <li>o Home Delivery Service: (90-day supply)</li> </ul>	\$10/\$30/\$50  \$20/\$60/\$100  Out of Pocket Limit: None	50%, min. \$50*  Not covered
Member may be responsible for additional cost when not selecting the available generic drug.		
Requires the use of Home Delivery after the 3rd retail fill of the same prescription.		
Medicare Rx - Wrap		

**Notes:**

- o Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- o Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- o When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- o No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.
- o Benefit period = calendar
- o Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

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

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

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

**Pre-certification:**

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

**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 and excludes members under age 19):

## Your Summary of Benefits

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

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

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

Authorized group signature (if applicable)	<i>Eric H. Powers</i>	Date	8.30.2013
Underwriting signature (if applicable)		Date	





International emergency dental program. If you need emergency dental care while traveling internationally, call our international service center right away. Our English speaking customer service representatives can help you find a dentist. And they can even assist with translation services when contacting the dentist's office.

**Limitations & Exclusions**

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

**Exclusions — Below is a partial listing of non-covered services. Please see Certificate for full list:**

- Experimental or investigative procedures
- Cosmetic dentistry
- Procedures requiring appliances or restorations to alter, restore or maintain occlusion
- Harmful habit appliances
- Charges for lost or stolen dentures or appliances or for a duplicate prosthetic device or appliance
- Prescribed drugs, pre-medication or anesthesia (includes nitrous oxide)
- Charges for the extraction of immature erupting third molars and nonpathologic, asymptomatic third molars
- Melanomas and neoplasms and the removal of tumors, cysts, and foreign bodies
- Charges for tobacco counseling, oral hygiene instruction, dietary planning or behavior management
- Treatment for temporomandibular joint disorder (TMJ)
- Hospital costs
- Replacement of teeth missing prior to coverage under this Plan
- Services or treatments that are not medically necessary
- Charges for missed or cancelled appointments
- Prosthodontic services unless specifically included under Covered Services
- Orthodontic services unless specifically included under Covered Services

Note: The Certificate of Coverage may contain variations by state due to specific state regulatory requirements.

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

<small>Authorized group member</small> <i>Eli M. Brown</i>	<small>Date</small> 8.30.2013
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Anthem Blue Cross and Blue Shield is the trade name of: In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Missouri: Anthem Health Plans of Missouri, Inc. In Kansas City area: FirstCHOICE+ Managed Care, Inc. (FMC), Firstby Alliance Life Insurance Company (FALIC), and FMO of Iowa, Inc. FIC and certain affiliated administrative services (FAS) are also administered by FALIC and FMO benefits administered by FMO Missouri, Inc. FIC and certain affiliated administrative services (FAS) are also administered by FALIC and FMO. In Ohio: Community Insurance Company, In Wisconsin: Blue Cross and Blue Shield of Wisconsin (BCBSWI) Insurance Company of America the FIC and administrative services; Community Health Exchange Insurance Corporation (CHX) Insurance Company; and Olympia and BGSWI collectively administer or administer the FIC policies. Independent members of the Blue Cross and Blue Shield Association. © ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield logos and symbols are the registered marks of the Blue Cross and Blue Shield Association.