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MASTER CONTRACT AGREEMENT

between the

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION

an affiliate of the

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

FAIRFIELD BOARD OF EDUCATION

of the

FAIRFIELD CITY SCHOOL DISTRICT

BUTLER COUNTY, OHIO

Effective June 30, 2014 through June 29, 2017

PREAMBLE

The Board of Education of the Fairfield City School District and the Fairfield Classroom Teachers' Association do hereby agree that the welfare of the children of Fairfield City School District is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

I. BARGAINING AGREEMENT

1.01 **Recognition**

The Board of Education of the Fairfield City School District, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Fairfield Classroom Teachers' Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all certificated or licensed nonadministrative professional [as defined in O.R.C. Section 4117.01 (J)] personnel under contract with the Board, including substitute teachers who are employed by the District to teach at least sixty (60) days in the same position, but excluding all other substitutes, hereinafter referred to as "members."

The Association recognizes that the Board is the legally constituted body responsible for the management, direction and control of all the public schools of the Board and employees and other personnel employed by the Board, and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of existing provisions of this contract.

1.02 **Principles**

1.0201 **Attaining Objectives**

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- A. The Board, under the law, has the final responsibility of establishing policy for the school district.
- B. The Superintendent and his/her staff have the responsibility of carrying out the policies established.
- C. The professional staff has the ultimate responsibility of providing the best possible education in the classroom.
- D. The Board and the Association agree to abide by the statutes of the State of Ohio.
- E. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Board and the Association agree that there will be no interruption of the school program pertaining to local issues until final agreement is reached on the items negotiated or all of the negotiation procedures as prescribed in this agreement have been followed.
- F. The Association by June 1 shall provide in writing to the Superintendent or designee a complete list of all Association office holders and by October 15 shall provide a complete list of building representatives, shall update such lists through the year as changes occur, and shall provide a written statement of the number of Association members.
- G. The Board agrees to negotiate with and recognize the Association as the sole and exclusive bargaining agent for the members unless the bargaining representative is changed in accordance with Ohio Revised Code.

1.0202 Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications, and the success of the educational program in the district depends upon the maximum utilization of the abilities of members who are satisfied with the conditions under which their services are rendered.

Members have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

II. RIGHTS OF THE BOARD AND THE ASSOCIATION

2.01 Association Rights

2.0101 The President of the Association or designees may visit the schools in the district for the purpose of carrying out Association business. Such visits shall be made upon notification to the principal's office in the building to be visited. In no event shall such visits interfere with or interrupt scheduled school operations.

2.0102 The Association shall be provided bulletin board space in each school for the posting of notices and other materials relating to Association activities. The bulletin board space may be identified with the name of the Association Building Representative who has the responsibility of maintaining the bulletin board.

2.0103 Representatives of the Association shall be permitted to conduct business on school property at reasonable times with the approval of the principal, without charges, except necessary charges incurred as a result of the meeting. Such business shall not interfere with or interrupt normal school operations.

2.0104 The Association shall have the right to use the interschool mail facilities for the Association's official business only. This right shall extend to the use of members' mailboxes in each building, with a prior courtesy notification to the building principal.

2.0105 **Association Leave**

A. The Association shall be granted a cumulative annual total of twenty (20) member working days release time to conduct Association business. Approval shall be granted upon notification to the Superintendent by the Association President on the appropriate form (Appendix H) and designated as an Association Day. Personal or any other leave will not be deducted for the member(s) listed on this form. Association leave does not apply to attendance at negotiation sessions (Appendix I).

B. In the interest of the parties to this Agreement to facilitate communication, timeliness, and local decision-making, the Association shall be granted the right to have its President on a paid leave of absence for half-time (three hours and forty-five minutes). The President shall be considered as a regular full-time employee and shall continue with all benefits, rights, and responsibilities as per the Agreement except as noted in Item 2. below.

(1) **Structure**

The half-time release leave will be structured so as to achieve the least negative impact on the continuity of the education of students. At minimum the half-day release time will include the period of time encompassing what would be the planning period of the

President were the President teaching full-time with a loss of no more than 25% of the daily instructional time. Further, it is expected that the President be assigned instructional duties with students or typical duties for bargaining unit positions which do not include direct instruction of students for the half-time that he/she is not released for Association duties. The specific format will be dependent upon the President's assignment (be it secondary, elementary, special area, or special services). The Association President, the Association Bargaining Team chairperson, the assigned building principal, and the Superintendent or designee will collaborate to develop the structure of the half-day release time within the guidelines noted herein, with the final approval reserved for the Superintendent or designee, once the new Association President is identified, but by July 1. Further, it is agreed by the parties that there will be no use of "flex time" during the half-day release leave, although the starting and ending time of the President's work day may be shifted earlier or later as long as the half-day teaching time as scheduled is honored. In addition, the Association President is exempt from internal substitution.

(2) Finances

The Board is committed to financing the half-day release leave in terms of the President's salary and benefits except that the Board will bill the Association annually for one-half of the cost of the half day release, to a maximum of 12.5% of the cost of salary and benefits of the Association President. Any regularly scheduled release leave options beyond half-day will be financed by the Association. However, the Association President may use the Association Leave days provided in Section 2.0105A. Any mileage, travel, or expenses incurred by or arising from the President's travel during the portion of the day of this release leave will be financed by the Association. Any full days or half-days of extended service which the Association wishes for the Association President to have shall be financed completely by the Association.

(3) Schedule of the Association President

The parties to this agreement are committed to the Association President's productive, professional, and positive use of the half-day release leave to enhance the effectiveness of the Association and increase the positive working relationship between the parties.

Upon the Association's identification of the new President and on or before July 1, the Association President, Association Bargaining Team Chairperson, the building principal, and Superintendent or designee will meet and determine a mutually agreeable assigned "home base" location for the Association President during the half-day release leave. Further, other applicable logistics such as telephone use, copy machine use,

computer access, and so forth will be addressed and determined to the mutual agreement of the parties. The Association President shall be expected to meet contractual obligations of open house(s), conference evenings, inservice days, early release inservice time, faculty meetings, and so forth as applicable under this Agreement.

It is understood by the parties to this Agreement that the Association President may work on-site in the district and may travel as needed to the area OEA office or to other Association offices during the half-day release leave. However, it is not appropriate for the Association President to work at his/her home during the hours of the half-day release leave.

The Association President will maintain a monthly log in general terms of activities conducted during the half-day release leave. A copy of this log will be submitted at the end of each month to the Association's Executive Committee and to the Superintendent or designee for review.

(4) Assignment of Association President

The Association President's return to a regular full-time teaching assignment from the half-time release leave shall coincide with the beginning of the next academic year unless a different time of return is mutually agreed to by the Association and the Board. When the Association President vacates the office of President and returns to a regular full-time teaching position, he/she shall be returned to his/her previous teaching assignment as listed on the last "Teacher Assignment for Next Year" form (Appendix M) issued prior to assuming office as Association President. If such assignment no longer exists, he/she will be assigned to a position mutually agreed upon for which he/she is certificated.

(5) Supplemental Contracts

The Association President may continue to maintain any supplemental contracts for which he/she is recommended for the duration of half-day release leave as Association President. It is expected that to the greatest extent possible there be minimal, if any, supplemental contract duties performed during the half-day release leave. This is not to prevent discussions/meetings regarding supplemental contract duties during the half-day release leave, but the spirit of this section is to prevent the use of the half-day release leave to perform supplemental contract duties for a significant portion of the release leave.

(6) Procedure to Address Concerns

If at any time either party to this Agreement wishes to discuss the President's use of release leave or any other issues related to the Presidential Release Leave, that party will direct a request to the other party to meet regarding such issue(s). Within fourteen calendar days after receipt of such request from the other party, such meeting will be held. Any outcomes of such meeting requiring some action will be processed according to the procedures spelled out elsewhere in this agreement or as mutually agreed upon by the parties.

2.0106 All agendas, minutes and other public information made available to Board members shall be available to the Association President in the office of the Superintendent no later than the time of public distribution or placed in interschool mail addressed to the President.

2.0107 The Association may schedule Association meetings of members in individual buildings before and after school. Times and dates will be mutually established by the Association President or designee and the principal of the building in accordance with the Board adopted policy concerning the use of school buildings.

2.0108 The Association President at his/her option may have a telephone in his/her building at Board expense. The site shall be agreed upon by the Association President and building principal. The Board expenses shall be limited to basic service and all long distance charges will be assumed by the Association.

2.0109 The Association President at his/her option may store no more than three (3) four-drawer file cabinets in his/her building at Board expense. The site shall be agreed upon by the Association President and building principal. Access to the contents of these files is limited to those persons authorized by the Association President or designee. Any Association access to such files outside of established hours of building operation shall be at Association expense.

2.02 Management Rights

The Board has the following enumerated rights, except as expressly and specifically modified by the express terms of this Agreement:

2.0201 To 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 Fairfield City School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- 2.0202 To direct, supervise, evaluate or hire employees;
- 2.0203 To maintain and improve the efficiency and effectiveness of the Fairfield City School District;

- 2.0204 To determine the overall methods, process, means, or personnel by which the operations of the Fairfield City School District are to be conducted;

- 2.0205 To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;

- 2.0206 To determine the adequacy of the work force;

- 2.0207 To determine the overall mission of the Fairfield City School District;

- 2.0208 To effectively manage the work force; and

- 2.0209 To take actions to carry out the mission of the Fairfield City School District.

2.03 Membership Dues Deduction

- 2.0301 Professional Association (FCTA, SWOEA, OEA, and NEA) membership dues shall be deducted in twenty-two (22) installments beginning with the month of October. Deductions will be made on the basis of current deduction authorizations and amounts supplied by the Association to the Treasurer by annual list before October 1.

- 2.0302 Authorization for payroll deductions for Association memberships shall be on a continuing basis unless a request for withdrawal is submitted by the member to the Association on or before September 15.

- 2.0303 The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.

- 2.0304 The Association shall have sole and exclusive payroll deduction rights for membership dues for members of the bargaining unit.

2.04 Fair Share Fee

- 2.0401 **Right to Fair Share Fee**
 - A. 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 Fairfield Classroom Teachers' Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Nothing contained in this Article or contract shall be construed to require that any employee become a member of the Association or any of its affiliates.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall be transmitted in writing by the Association to the Board Treasurer 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 on the same schedule as Association membership dues deductions are transmitted.

C. Schedule of Fair Share Fee Deductions

(1) All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 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 for which membership dues deductions are made on or after the later of sixty (60) days employment in a bargaining unit position or January 15.

(2) Upon Termination of Membership During the Membership Year

The Board Treasurer shall, upon written notification from the Association that a member has terminated Association membership, commence the deduction of the fair share fee with respect to the former member on the first pay date for which membership dues deductions are made occurring on or after thirty (30) days from the receipt by the Board Treasurer of the written notice of termination of Association membership.

2.0402 Transmittal of Deductions

The Board further agrees to accompany each such 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 amounts deducted for each.

2.0403 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. Section 4117.09(C) and that a procedure for challenging the amount of the

representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

2.0404 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.

2.0405 Board Responsibility and Indemnification by Association

It is specifically understood that the only responsibility the Board assumes is to deduct the fair share fees in the amount specified by the Association and to forward such fair share fees according to the terms of this Article. The Association agrees to save the Board, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

III. PROCEDURES FOR NEGOTIATIONS

The following procedures shall replace O.R.C. 4117.14(C)(2) through 4117.14(D)(1) as provided for under O.R.C. 4117(C)(1)(f) in the negotiations for a successor contract.

3.01 Directing Notices to Negotiate

Notices to Negotiate from the Association shall be submitted in writing to the Superintendent or designee. Notices to Negotiate from the Superintendent or designee shall be submitted in writing to the President of the Association or the Association's agent. A mutually convenient meeting date shall be set within fifteen (15) workdays of the date of the notice to negotiate. Notices to Negotiate shall be made no more than six (6) months prior to the contract termination date or a currently bargained reopener.

3.02 Negotiating Teams and Sessions

Meetings composed of members of the Association negotiation team and Board negotiation team shall not exceed seven (7) members per team unless mutually agreed upon by both parties prior to the first meeting. Negotiation sessions shall be called upon the written request of either team. The Association's negotiating team shall be released from school duties to attend negotiation sessions. Negotiation sessions shall be scheduled to interfere the least with school schedules.

3.03 Exchange of Financial Information

At the request of the Association, directed to the Superintendent or designee, the Board agrees to make available to the Association all available information concerning financial resources of the district and such other information as is necessary to arrive at a point where meaningful negotiations can begin. The Association shall provide the Board with all financial information generated by its Research Division or any other department of its state or national organization concerning the Board's financial resources.

3.04 Successor Contract Bargaining

3.0401 In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of sixty (60) days or until the expiration date of the contract, whichever is less.

3.0402 After the minimum periods prescribed above, either party shall have the right to declare that impasse exists between the parties. At impasse, O.R.C. 4117.14(D)(2) and provisions thereafter shall then apply, except that partial or intermittent strikes are prohibited whether conducted during or after the expiration of the term of this agreement and any strike must be for full, consecutive work days and the beginning date of any strike must be at least ten (10) work days after the ending date of the most recent prior strike.

3.05 In-Term Contract Bargaining

3.0501 If during the term of the contract, bargaining is necessary due to severability or a scheduled reopener provision in the contract, the parties shall meet and bargain in accordance with the provisions of subsections 3.01 through 3.04 above.

3.0502 If in-term contract bargaining occurs for any other reason, the parties shall negotiate for no more than twenty (20) days, after which the parties shall request the assistance of a mediator through the FMCS. If no resolution is achieved within an additional twenty (20) days after the first mediation session, the process shall be considered concluded and impasse shall exist between the parties, unless the time period is extended by mutual agreement. The participation of the Board and/or Association in in-term bargaining shall not prejudice or prevent any grievance by the Association or Unfair Labor Practice (ULP) charge by either party nor be construed as an admission by either party that any such grievance or ULP charge has merit. Following the conclusion of in-term bargaining without resolution of the issue or issues, either party shall have an additional period of time equal to the original filing period in which to

file such grievance or, subject to the requirements of the State Employment Relations Board, a ULP charge.

3.06 Approval of Agreement

When an agreement is reached through negotiations, the outcome will be reduced to writing, signed by the chairperson of each negotiating team and submitted to the Association's membership for ratification and to the Board for its consideration and will not become effective until ratified and approved by both parties.

The results of the ratification vote by the Association's membership shall be communicated to the Superintendent or designee by the President of the Association. Upon receipt of notification of the results of the vote on the tentative agreement, the Board shall consider the approval or non-approval of the tentative agreement at the next regular or special meeting.

IV. GRIEVANCE PROCEDURE

4.01 Definitions

4.0101 A "grievance" is a written claim (Appendices J and J-1) filed within thirty (30) days of the alleged occurrence by a member based upon an alleged misinterpretation or misapplication of the provisions of this Agreement.

4.0102 A "grievant" is a member or members having a grievance.

4.0103 The Association may file a grievance if the subject matter involved concerns:

- A. An alleged violation of the contract as respects rights granted to the Association.
- B. An alleged violation of the contract affecting two (2) or more members.

4.02 Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

4.03 Procedure

4.0301 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

4.0302 Grievances shall be resolved as follows:

A. Level One

A member shall discuss his/her potential grievance with the building principal/immediate supervisor with the objective of resolving the matter informally. The member may be accompanied by an Association representative.

B. Level Two

If the member is not satisfied with the disposition made at Level One or if no disposition is made within seven (7) calendar days after such discussion, the member may file a grievance in writing with the building principal/immediate supervisor, with a copy to the Superintendent and the chairperson of the Association's Professional Rights and Responsibilities Committee. The written grievance must be filed within thirty (30) calendar days of the occurrence. The principal/immediate supervisor shall within seven (7) calendar days after receiving the grievance give the grievant a written answer, with a copy to the Superintendent and the Chairperson of the Professional Rights and Responsibilities Committee.

C. Level Three

- (1) If the grievant is not satisfied with the resolution of the grievance at Level Two, the grievant may refer the grievance to the Superintendent within seven (7) calendar days of receipt of the written response at Level Two.
- (2) The Superintendent or designee shall within fourteen (14) calendar days after receipt of the grievance meet with the grievant, the Association Representative and such other persons as is necessary, to consider the grievance.
- (3) Within seven (7) calendar days after such meeting, the Superintendent or designee shall give to the grievant and the Association a written disposition of the grievance.
- (4) A grievance may be initiated at Level Three when the subject is not within the realm of responsibility or control of the principal/immediate supervisor. A grievance must be filed in writing within thirty (30) calendar days of the occurrence and the procedure

stated in items of subsections 2 and 3 above shall apply except that the Superintendent may refer the grievance back to Level One or Level Two. If the grievance is referred back to Levels One or Two, the procedures stated for those levels shall be followed except the thirty (30) calendar day limitation shall be determined by the date of original filing at Level Three.

D. Level Four

- (1) If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the member, the Association may within fourteen (14) calendar days of receipt of such written response make written request to the Superintendent or designee for binding arbitration.
- (2) The arbitrator shall be selected from the American Arbitration Association, according to its rules and regulations. The cost of said arbitrator shall be shared equally by the grievant and the Board.
- (3) The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial written recommendation on the grievance as stated.
- (4) The recommendation of the arbitrator is binding on all parties and shall be made in writing to the Association and the Superintendent.

E. A copy of all grievance adjustments shall be sent to the Association. The grievant will be represented at Level Two and above of the grievance procedure by an Association representative of his/her choice.

F. Forms for filing and processing grievances shall be available from the Association building representative. (See Appendix J)

4.04 Grievance Records

Official records of the grievance proceedings are confidential information and shall be kept in a confidential separate file in the office of the Superintendent. The official records of the proceedings shall be destroyed three (3) years from the date of completion of said grievance.

4.05 Calendar Day

For the purpose of Article IV, the term "calendar day" shall not include legal holidays or days included in the District's Thanksgiving, Winter, or Spring recesses.

V. INDIVIDUAL EMPLOYEE CONTRACTS

5.01 Job Descriptions

If job descriptions are written for members of the bargaining unit, a copy of said job description shall be provided to the Association for input prior to the adoption by the Board. Once established, job descriptions shall not be changed without giving the Association opportunity for input on the proposed changes. The Board and the Association agree to bargain the effects on wages, hours and terms and conditions of employment of all changes in job descriptions.

Members shall be provided a current copy of the appropriate job description.

5.02 Types of Contracts

5.0201 All members employed by the Board, excluding substitute teachers, shall be issued individual written limited, extended limited, or continuing contracts (Appendices T, T-1, T-2). Substitute teachers shall be issued written substitute contracts. Limited, extended limited, and continuing contracts shall be defined and issued as provided in Ohio Revised Code Sections 3319.08 and 3319.11(A)-(F), except that eligibility for continuing contract (service) status shall be as provided in subsection 5.0203, contract status shall be as provided in subsection 5.0202, evaluation procedures shall be as provided in Article 10, reduction in force shall be as provided in Article 11, hearing procedures regarding notices of intention not to re-employ (nonrenewal) shall be as provided in subsection 5.0206, and except as otherwise provided in this agreement.

5.0202 Subject at all times to the Board's nonrenewal of any limited or extended limited contract as provided in section 5.0206 or termination of any contract as provided in this agreement, the contract status of the members in the Fairfield City Schools shall be:

- A. Members without a continuing contract from another public school district shall initially receive a one (1) year limited contract, then may be recommended for a one (1) or two (2) year limited contract and thereafter may be recommended for further contracts in accordance with this agreement.
- B. Experienced members with a continuing contract from another Ohio public school district may initially receive:
 - (1) Two (2) successive one-year limited contracts, or
 - (2) A recommendation for a continuing contract.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

Thereafter, if the member has not received and does not apply for continuing contract (service) status, the member may receive additional limited contracts. If the member applies for continuing contract status, the member may be granted a continuing contract or their contract (service) status shall be determined under subsection D. below.

- C. Members who have previously taught in the Fairfield City Schools under a continuing contract and have been re-employed by the Fairfield City Schools may initially receive:
- (1) A one-year limited contract, or
 - (2) A recommendation for a continuing contract.

Thereafter, if the member has not received and does not apply for continuing contract (service) status, the member may receive additional limited contracts. If the member applies for continuing contract (service) status, the member may be granted a continuing contract or their contract status shall be determined under subsection D. below.

- D. Members who have met all qualifications and/or requirements, as stated in subsection 5.0203 below, to become eligible for a continuing contract but who are not approved for a continuing contract by the Board of Education shall be given either an extended limited contract or nonrenewed. When issuing an extended limited contract, written reasons directed to the professional improvement of the member shall be given on or before June 1st.

5.0203 Continuing Contract Qualifications and/or Requirements:

- A. Must provide the building principal with a written request for continuing contract status by September 15th of the school year within which continuing contract status is to be considered.
- B. All members must hold a Bachelor's Degree.
- C. Must hold a current valid eight (8) year professional certificate or a current, valid five (5) year professional educator license for the State of Ohio, except registered nurses paid on the registered nurses salary schedule and athletic trainers who are required to maintain current licenses issued by the State of Ohio.
- D. Must have successfully performed their assigned duties in the position for which a continuing contract is sought in Fairfield City Schools for no less than three (3) of the last five (5) years except for experienced teachers with a continuing contract from another Ohio public school district or members who previously held a continuing contract of the same type with the Fairfield City Schools.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- E. Members licensed after January 1, 2011 will be eligible to apply for a continuing contract after seven (7) years of holding an educator license.
- F. Must have documentation of all items listed above in the district office personnel file prior to the recommendation to the Board for action on or prior to April 30th.
- G. Members who attain all the qualifications and/or requirements, as stated in subsection 5.0203, for continuing contract status during the term of a limited contract shall be considered for continuing contract status regardless of the term of the limited contract.
- H. Nothing in this subsection 5.0203 shall be construed so as to alter or limit in any way the options of the Board with regard to a member who is being considered for continuing contract status.

5.0204 A salary notice will be issued each year to each member holding a continuing contract.

5.0205 Limited Supplemental Contracts

The Board shall enter into written limited supplemental contracts with members in accordance with the attached Appendix T-3. Limited supplemental contracts are separate and distinct from the teaching contract, if any, and need annual approval by the Board and notice of nonrenewal is not required.

5.0206 Nonrenewal

Nonrenewal of limited and extended limited contracts shall be in accordance with the procedures and requirements of Ohio Revised Code Section 3319.11 except as otherwise provided in this section as permitted by law. An order affirming the intention of the Board not to re-employ the member shall be subject to the grievance and arbitration provisions of this agreement on the grounds that the Board has not complied with the requirements of this section, including Ohio Revised Code Section 3319.11 as modified herein. Such grievances shall be initiated at level three with the Superintendent. If the principal or other evaluator does not have a reasonable opportunity to evaluate a member in accordance with this agreement due to the member's absence, the lack of such evaluation shall not be a procedural error and shall not prevent an otherwise valid nonrenewal of the member. Because arbitration is a remedy available under this section, the member shall not be entitled to appeal to court under Ohio Revised Code Section 3319.11(G)(7). In any arbitration of a nonrenewal, the arbitrator shall be limited to a determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order the Board to re-employ a teacher, except that the arbitrator may order the Board to re-employ a teacher in compliance with the requirements of division (B), (C)(3), (D) or (E) of Ohio Revised Code Section 3319.11 if the arbitrator determines that evaluation procedures in the school year in which notice of nonrenewal is given have not been complied with pursuant to this agreement or the Board has not given the teacher written notice of its intention not to re-employ the teacher on or before the first day of

June. Otherwise, the determination whether to re-employ or not re-employ a teacher is solely the Board's decision and not a proper subject of review by the arbitrator and, except as provided hereinabove, shall not be invalidated by the arbitrator on any basis, including that the decision was not warranted by the results of any evaluation or was not warranted by any statement given by the Treasurer pursuant to Ohio Revised Code Section 3319.11(G)(2). The fact that any alleged error in the evaluation procedure was or was not grieved at the time of the evaluation shall not prevent the member from alleging noncompliance with the evaluation procedures of this agreement during a later grievance and arbitration process relative to a nonrenewal of the member's contract.

5.03 Priority of Contract

It is the intention of the parties to this agreement that the provisions of this article shall govern member contracts and nonrenewal. It is also the intention of the parties that the provisions of this article shall supercede and replace Section(s) 3319.07, 3319.08, 3319.09(C), 3319.11 and 3319.111 of the Ohio Revised Code, except as specifically provided otherwise herein.

5.04 Re-employment

A member who is offered a contract is presumed to have accepted employment for the succeeding school year unless he/she notifies the Board of Education in writing to the contrary on or before July 10th (O.R.C. 3319.11).

VI. COMPENSATION

6.01 Placement on Salary Schedule

6.0101 **Salary Definition**

The base salary of members covered by this contract shall be adopted to reflect the rates set forth in the schedule (Appendices A-1, A-2 and A-3). Applicable credit hours are expressed in semester hours. Official transcript hours not expressed in terms of semester hours will be converted to semester hours by the Superintendent or designee. The column designations are as follows:

Bachelor's: Member possesses a bachelor's degree but has less than 150 applicable semester hours.

BA+30 or Bachelor's with a total of 150 Hrs.: Member possesses a bachelor's degree and has earned 30 applicable semester hours beyond the total number of semester hours held when the bachelor's degree was awarded or member possesses a bachelor's degree and has at least a total of 150 applicable semester hours.

Master's: Member possesses a master's degree but has less than 190 applicable semester hours.

MA+30 or Master's with a total of 190 Hrs.: Member possesses a master's degree and has earned 30 applicable semester hours beyond the total number of semester hours held when the master's degree was awarded or member possesses a master's degree and has at least a total of 190 applicable semester hours.

6.0102 Service Increment

A full increment shall be granted to members who have served one hundred twenty (120) or more school days in paid status within a school year. Incremental adjustments will be made at the beginning of the next following school year, except that no service increment adjustment will be made in the school years for 2011-2012, 2012-2013, 2013-2014. Service increment steps not granted during the foregoing school years will not automatically be restored.

6.0103 Experience Credit for Newly-employed or Re-employed members

- A. Newly-employed or re-employed members shall be granted up to and including fifteen (15) years of chartered (public or non-public) school teaching service (PreK-12), including up to five (5) years of military service. Administrative and teaching service in the Fairfield City School District shall be included as teaching service without regard to the fifteen (15) year limit and shall be added to non-Fairfield teaching service as defined above which is limited to a maximum of fifteen (15) years. Non-Fairfield administrative service shall not be included.
- B. Members employed after September 1, 2001 may be granted experience credit, not to exceed the aforementioned fifteen (15) year limit, for employment other than chartered school teaching service if the provisions of 6.0102 are met and if, in the judgment of the Superintendent or designee, any of the following descriptors of the employment other than chartered school teaching service apply:
 - (1) employment was with an agency whereby the member was placed in a school setting to perform duties with school-age children which are essentially the same as the duties for which the member is employed by the Board; or,
 - (2) employment was by a Head Start agency or other federally funded preschool program; or,
 - (3) employment was with a hospital, agency, or clinic where the member directly provided services to school-age children in a manner similar to the manner in which the member will be providing services upon employment by the Board.
- C. Verification of experience credit with former employers is required in order for experience credit to be granted.

6.0104 Higher Salary Classification

Members who have earned additional college credit which would entitle them to a higher salary classification must submit to the Superintendent or designee an official transcript from an accredited college or university. Notification of such additional college credit by means of an official transcript shall cause appropriate advancement on the salary schedule retroactive to the date of receipt of the official transcript by the Superintendent or designee.

Salary schedule advancements shall be made three (3) times per calendar year based upon official transcripts received by the Superintendent or designee on or before October 1, February 1, and June 1.

Salary adjustments will be made within thirty (30) days after each of the dates stated above.

6.0105 Calculation of Per Diem Pay

The per diem rate of pay for members for all purposes except severance pay, shall be calculated by dividing the individual's base salary as established pursuant to Appendix A of this Agreement by the number of days in the member's contract year, as established in Article VIII, Section 8.0301 or on the adopted salary schedule for those members with a contract year which differs from 8.0301. The per diem rate for purposes of calculation of severance pay is described in Article VII, Section 7.0802.

6.0106 Long term substitutes who have worked sixty (60) days in the same assignment shall, as of their 61st day in the same assignment, be placed on the BA 0 step of the teacher salary schedule.

6.02 District Athletic Trainer

Full-time District Athletic Trainer(s) will work not less than an average of forty (40) hours per week over the forty-two (42) week period encompassed by the school calendar. Work hours are flexible, determined by the schedule of athletic events and practices, may extend over seven (7) days, and may extend outside the adopted school calendar. Full-time District Athletic Trainer(s) shall not be required to work evening conferences (8.0406). The compensation for full-time District Athletic Trainer(s) shall be at the rate specified in the District Athletic Trainer(s) salary schedule (Appendices A-4, A-5 and A-6).

6.03 School Nurses

- 6.0301 Beginning with nursing vacancies occurring on or after the effective date of this contract, the Board of Education will determine whether the vacant nursing position requires school nursing certification. The vacancy will then be posted as a “Certificated School Nurse”, which requires that school nursing certification be attained; or a “Registered Nurse”, for which school nursing certification is not required. A separate job description shall be written for a Registered Nurse.
- 6.0302 Certificated school nurses will be paid according to the teachers’ salary schedule.
- 6.0303 Regardless of any certification or license held or attained through the Ohio Department of Education, an individual hired in a Registered Nurse position shall be paid according to the Registered Nurses salary schedule included as Appendices A-7, A-8 and A-9 herein.
- 6.0304 School nurses hired prior to the effective date of this Agreement have been required to attain school nursing certification, and shall be paid according to the teacher salary schedule.
- 6.0305 The Board agrees not to contract for nursing services with independent contractors of any kind or hire health aides to replace Certificated School Nurses or Registered Nurses.

6.04 School Psychologists

- 6.0401 The compensation for School Psychologists shall be at the rate specified in the School Psychologists salary schedule (Appendices A-10, A-11 and A-12).
- 6.0402 **Intern School Psychologists**
- A. Interns, if employed by the Board, shall be issued a modified limited teaching contract (Appendix T-4) for a period of one school year only.
 - B. Interns so employed shall be given a salary based on their number of years of experience as defined in Article VI, Section 6.0103 of this Agreement between the parties, but shall be placed on the state minimum salary schedule for teachers (ORC 3317.13).
 - C. Interns so employed shall be eligible for health insurance, dental insurance, life insurance, STRS pick-up, and Professional Employee Assistance Program as defined in Article VII, Section 7.01 through 7.05, 7.07, and 7.09 of this Agreement. Interns shall accumulate sick leave, and shall be eligible for leaves of absence as defined in Article IX except for Section 9.12.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
 MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

6.05 Pay Periods

The contract year shall be divided into twenty-six (26) equal pay periods, as set forth on the following schedule.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
JANUARY		9, 23	8, 22	6, 20
FEBRUARY		6, 20	5, 19	3, 17
MARCH		6, 20	4, 18	3, 17, 31
APRIL		3, 17	1, 15, 29	14, 28
MAY		1, 15, 29	13, 27	12, 26
JUNE		12, 26	10, 24	9, 23
JULY	3, 18	10, 24	8, 22	7, 21
AUGUST	1, 15	7, 21	5, 19	4, 18
SEPTEMBER	*2, 19	*4, 18	*2, 16, 30	
OCTOBER	3, 17, 31	2, 16, 30	14, 28	
NOVEMBER	14, 28	13, 27	10, 25	
DECEMBER	12, 26	11, 24	9, 23	

*First pay of new contract year.

The treasurer reserves the right to modify the above schedule during holiday breaks. At no time will the pay period fall later than the date specified above.

6.06 Payroll Deductions

6.0601 Payroll deductions may be made if requested by a member. The Board authorizes the Treasurer to make payroll deductions upon request for insurance premiums, credit union deposits, political contributions, 457 plan contributions and contributions to designated community organizations. Deductions will only be made for companies or organizations that have a minimum of one (1%) percent of the district's employees enrolled. The company or organization designated may be required to execute a reasonable agreement protecting the district from any liability. The Treasurer will deduct the premiums/contributions and forward them to the appropriate party.

6.0602 Payroll deductions for 403(b) contributions may be made if requested by member. The Board authorizes the Treasurer to make payroll deductions for companies that have a minimum of one (1%) percent of the district's employees enrolled and that comply with the IRS regulations regarding information sharing. Regardless of the number of employees enrolled, deductions for companies used by current employees will be maintained as long as they comply with the IRS requirements regarding information sharing. The company designated may be required to execute a reasonable agreement protecting the district from any liability. The Treasurer will deduct the contributions and forward them to the appropriate party.

6.07 Extracurricular Compensation

6.0701 Salary compensation for all extracurricular positions listed on the Extracurricular Placement Schedule shall be in accordance with the Extracurricular Index (Appendix B), except that no experience credit increment will be granted in school years 2014-2015, 2015-2016, 2016-2017. Service increment steps not granted during the foregoing school years will not automatically be restored. Payment for staff leadership positions provided for in section 6.11 is excluded from this section.

6.0702 The Extracurricular Index is computed on the Bachelor's base salary of the contract in effect for the 2013-2014 school year. Released time from a classroom assignment is considered when computing the value of a job for placement.

6.0703 A. Experience placement on the Extracurricular Index shall be based upon the total years of service, not necessarily continuous, in the same or a like position in chartered (public or non-public) schools (Pre-K - 12) and/or in a two-year and/or four-year college or university inside or outside of Ohio. Experience placement for service outside the Fairfield School District shall not exceed fifteen (15) years except that no member's existing experience placement shall be reduced as a result of this provision. Service in the same or a like position for purposes of experience placement on the Extracurricular Index shall be determined by the Superintendent or designee. Members who do not agree with their experience placement may appeal to the Extracurricular Review Committee whose decision shall be final and not subject to the grievance procedure.

If a member should volunteer for a total of one year in a position which is not yet listed on the Extracurricular Placement Schedule but which in the immediately subsequent school year is officially established by the parties through the process designated in Article 6, Section 6.0705, and is officially listed on the Extracurricular Placement Schedule, it is agreed that the member who served in the volunteer role shall be granted one year of experience placement on the Extracurricular Index.

B. Verification of experience credit with former employers is required in order for experience credit to be granted.

6.0704 There shall be a written job description on file in the Superintendent's or designee's office for every approved extracurricular position.

6.0705 Revisions and/or re-evaluations to the Extracurricular Placement Schedule are to be made as follows:

A. Except if there has been a change in the job description by the Administration after April 1 in any calendar year, requests for revisions will be considered annually. The evaluations will be

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

completed by April 1 and acted upon by April 30. If there is a change in job description by the Administration after April 1 in any calendar year, the person who holds the position may request that a revision and/or re-evaluation be completed. Such request must occur within thirty (30) calendar days after the effective date of the change and shall be acted upon within thirty (30) days of the request.

- B. The review and re-evaluation process must consider the position in relation to like positions as well as in relation to all positions on the schedule.
- C. A request to have a new and/or duplicate position created must be jointly submitted by a member and an administrator.
- D. All requests are to be filed by completing and submitting the Extracurricular Re-Evaluation Request Form (Appendices B-3-a through B-3-d) prior to the established deadline.
- E. The Extracurricular Review Committee will evaluate the request and forward recommendations to the Superintendent and FCTA President for review.
- F. The FCTA President will forward his/her recommendations to the Executive Committee for their review prior to approval by the FCTA President.
- G. The Superintendent will forward his/her recommendations to the Board of Education for their review prior to approval by the Superintendent.
- H. Any changes will become effective upon approval by the Superintendent and FCTA President. A veto from either party will nullify the recommendation of the Extracurricular Review Committee.

6.0706 Membership on the Extracurricular Review Committee shall include four representatives from the FCTA and four administrative representatives. The committee shall be chaired by the Superintendent or designee who shall be one of the administrative representatives. The District Athletic Director shall serve as an ex-officio member. Effort shall be made to include both elementary and secondary representation on the committee, as well as both athletic and non-athletic representation.

6.08 Extended Service

6.0801 Extended service shall be defined as employment for performing selected duties listed in a position's job description for more than the regular contract year or the regular contract workday.

6.0802 Members on extended service shall be paid their per diem rate as determined by dividing the member's regular base salary by the number of days in the member's contract year.

6.0803 Extended service days should be served in a manner whereby some days are served prior to the start of the regular contract year but no earlier than July 15 and the remaining days are served after the close of the regular contract year but prior to July 15. A member's proposed calendar for serving extended service days must receive prior approval by the building principal and/or immediate supervisor. No extended service days may be served during the regular contract year unless such days are specifically approved by the Superintendent or designee prior to the day of service.

6.0804 All extended service on or after July 15 of each calendar year shall be at the rate of pay for the forthcoming school year. Such rate shall be reflected in the first regular pay of the forthcoming school year. All service prior to July 15 shall be at the rate of the last day of school for that year.

6.0805 The positions which shall include extended service are listed in Appendices U - U-1.

6.09 Modular Pay Rate

6.0901 Members who are required by a principal or other administrator to perform any job-related responsibilities in excess of the required workday will be compensated at the rate of five dollars (\$5.00) per fifteen (15) minute increment or part thereof.

6.10 Stipends

Services rendered by bargaining unit members at the request of the administration which are not included in the normal course of any member's duties and which are of such a nature that normal extracurricular positions and supplemental contracts are not warranted, shall be compensated at the applicable rate of pay as follows:

6.1001 **Attendance at Professional Activities:**

- A. Between the first teacher work day of the school calendar year and the last teacher work day of the school calendar year, the modular pay rate will apply.

- B. After the last teacher work day of the school calendar year and prior to the first teacher work day of the subsequent school calendar year, the following rate will apply:

Full Day = Current Sub Rate

Half Day = ½ Current Sub Rate

6.1002 Leadership/Services:

Duties not specified herein shall be compensated at the modular pay rate unless a different rate is approved in writing by the FCTA President on behalf of the Association and the Superintendent of Schools on behalf of the Board of Education.

- 6.1003 Payment for mentoring and transition coach programs provided for in Section 10.06 and 10.07 are excluded from this section.

- 6.1004 Stipends automatically terminate and notice of nonrenewal is not required.

6.11 Staff Leadership Positions

- 6.1101 There shall be a written job description on file in the Superintendent's or designee's office for every approved staff leadership position.

- 6.1102 Staff leadership positions identified in appendix B-2-c and authorized by the Board of Education shall be compensated on limited supplemental contracts as shown in said appendix B-2-c.

6.12 Direct Deposit and Electronic Notification of Payroll Disbursement

Payroll will be disbursed in the following manner:

- A. All members must be on direct deposit status for payroll disbursement. This requires completion of the direct deposit form, "Authorization Agreement for Direct Deposit Payroll", which is available in the Treasurer's Office.
- B. All members must be on electronic notification for payroll disbursement. This requires completion of the form "Authorization for Emailing of Direct Deposit Stubs", which is available in the Treasurer's Office.
- C. Reimbursements for mileage, professional leave, and tuition reimbursement will be made through printed accounts payable checks.

6.13 Transportation Allowance

6.1301 All certificated members required to travel routinely as part of their contract duties shall be reimbursed at the current rate per mile for the use of their personal automobile. Reimbursement shall be made quarterly upon presentation of appropriate documentation according to the following schedule:

<u>Quarter</u>	<u>Mileage Report Due Dates</u>
July 1 st through September 30 th	no later than October 30 th
October 1 st through December 31 st	no later than January 31 st
January 1 st through March 31 st	no later than April 30 th
April 1 st through June 30 th	no later than June 30 th

Lack of submission of documentation by the deadline(s) noted above will result in the member forfeiting reimbursement for that quarter. This travel does not include any commuting between members' residences and district buildings.

6.1302 The reimbursement rate will be as allowed by IRS in effect on August 1 of each year.

VII. BENEFITS

7.01 Benefits – General Provisions

7.0101 The Board will provide the Association with a copy of the signed contracts as supplied to the Board for the dental and health benefits and life insurance.

7.0102 At the request of the Association, the Board shall provide the Association with annual reports regarding charges, rate increases and claims history, except for such information that may identify personal usage by a member or beneficiary.

7.0103 For members not on a full-time contract status the Board will pay a prorated portion of the charge for health and dental benefits in accordance with the member's contract time. In the event that a member does not pay the remaining portion of the charge for health and dental benefits, those benefits will cease.

7.0104 Board paid dental and health benefits will cease on the last of the month within which a member starts a childrearing or other unpaid leave of absence. Members may choose to continue participation in either or both the dental or health benefit programs on a self-pay basis during any such unpaid leave of absence.

Arrangements for such must be made with the Treasurer in accordance with Butler Health Plan eligibility regulations.

7.02 Dental Benefits

7.0201 The Board shall provide dental benefits as outlined in the Butler Health Plan (BHP) Dental Benefit Plan as adopted or amended from time to time by the Trustees of BHP.

7.0202 The Board will pay one hundred percent (100%) of the annual charge for either a single, single plus one, family, or other dental plan, whichever is applicable to the member. Effective January 1, 2012 the Board will pay ninety percent (90%) and the employee will pay ten percent (10%).

7.0203 Enrollment in the dental plan shall be as determined in the BHP regulations.

7.03 Health Benefits

7.0301 The Board shall provide health benefits as outlined in the "Butler Health Plan" BHP as adopted or amended from time to time by the Trustees of BHP.

7.0302 Effective July 1, 2013 (deducted in June 2013 paychecks if applicable), the Board will pay eighty percent (80%) of the applicable health insurance premium of the Butler Health Plan and twenty percent (20%) of the health insurance premium would be paid by the member.

7.0303 Enrollment in the health plan shall be as determined in the BHP regulations.

7.0304 The Board agrees to tax shelter employee contributions to their health and dental benefit plan charges and to provide the opportunity for members to establish medical and dependent care savings accounts through a Section 125 cafeteria plan. The Board shall not be responsible for any contributions to such accounts or for any administrative fees or costs of implementation of parts B and C of the Section 125 plan by a third party provider. The Board shall select the third party provider to administer parts B and C of the Section 125 plan after receiving input from the Association.

7.04 Payment in Lieu of Health Benefits

Members who are eligible for Board-paid health benefits as of January 1, 2011 and every January thereafter, either as the primary plan holder or as a dependent of a primary plan holder employed by the Fairfield City School District, and elect not to participate in and who are otherwise not included in the Board-paid health benefit program, and who do not participate in the health benefit program continuously from January 1st through December 31st, will be paid an annual stipend of five hundred dollars (\$500.00) payable the last pay period in

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

January in that following year. Members who meet the above-stated eligibility requirements, except that they submit a written resignation for purposes of retirement or resignation and actually retire or resign on or after June 1st but prior to August 31st, will be eligible for a pro-rated stipend, which will be paid in the member's final pay-off.

7.05 Life Insurance

The Board shall provide and pay for a fifty thousand dollar (\$50,000.00) term life insurance policy for certified members. Certified half (1/2) time members shall be provided with a twenty-five thousand dollar (\$25,000.00) term life accidental death benefits insurance policy.

7.06 Tuition Reimbursement

7.0601 The annual appropriation for Tuition Reimbursement is to be the amount of two hundred dollars (\$200.00) times the number of certified bargaining unit members in the employment of Fairfield City Schools as of October 1 of the school year. Employees who do not currently hold a masters degree will be reimbursed a maximum of six (6) semester hours or nine (9) quarter hours per academic year. For the reimbursement of coursework completed during the academic year, the account shall be used to partially reimburse eligible employees to a maximum of two hundred and seventy-five dollars (\$275.00) per semester hour or one hundred and eighty-three dollars (\$183.00) per quarter hour, not to exceed the cost of the tuition credit hour charged by the university/college.

7.0602 If the total amount requested for reimbursement exceeds the amount available that year, payment to all members will be reduced so that all members are paid an equal percentage of the tuition approved for reimbursement. Any part of the fixed budget amount for a given year which is not disbursed shall be used for professional development, instructional supplies, and/or new technology to benefit instruction. The assistant superintendent will provide a report to the association president each January regarding the status of this fund, and the proposed disposition of any balance remaining in the fund for that academic year.

7.603 The following tuition reimbursement procedures must be followed:

- A. To qualify for tuition reimbursement, an employee must be on a teacher's contract, or the equivalent contract for other bargaining unit positions, with Fairfield City Schools at the time of the reimbursement and also the year they are enrolled in the course.
- B. The coursework must have been completed by August 31 for the employee to be reimbursed for the coursework done in the previous academic year September 1 – August 31. The form found in Appendix C must be submitted to the certified personnel office and approval obtained prior to beginning the course. All required paperwork noted in item G must be submitted by October 1.

- C. One payment shall be made to qualifying/eligible members by December 15 of each year.
- D. Failure to submit the completed Tuition Reimbursement Form (Appendix C) and other documents as spelled out in item G. below to the personnel office by the designated deadline of October 1 may result in the forfeiture of eligibility for reimbursement of coursework. It is imperative that the employee advise the certified personnel office of any irregularities, extenuating circumstances, or problems prior to the October 1 deadline for consideration of remaining eligible for that year's annual tuition reimbursement disbursement.
- E. Other eligibility requirements include the following:
- (1) Any member who currently holds a masters degree will be eligible to apply for up to six (6) semester hours every five (5) years as one of the options to renew a 5-year license, or for hours necessary to achieve the "highly qualified" status in their current/assigned teaching position, or to pursue a certification/license needed by the District with prior approval of the Assistant Superintendent.
 - (2) College work must be taken from a fully accredited college or university. Both graduate and undergraduate courses will be approved if they:
 - a. are related to the member's present assignment and/or
 - b. present a meaningful training program for the benefit of the school system.
 - (3) Long term substitutes are not eligible for tuition reimbursement benefits.
 - (4) Reimbursement will not be made to a member who enrolls in a course or courses for which the tuition is paid by scholarship, fellowship, or federal grant. Members who use a certificate issued for his/her supervision of a student teacher will be reimbursed at a normal rate of reimbursement.
 - (5) Members who receive an "incomplete" for a course will be allowed a one-time carry-over to the next year for the successful completion of the course.
 - (6) Members on unpaid leave of absence may not make application for tuition reimbursement.
 - (7) Members on the recall list, who have been laid off due to a reduction in force, are covered under Article XI, Section 11.0306
- F. Payment will be made for tuition expenses only and will not include payment for such items as books, materials, lab fees, meals, parking fees, application fees, graduation fees, or other miscellaneous fees.
- G. The member must send a copy of the approved "Application for Tuition Reimbursement" to the certified personnel office along with the following attachments:

- (1) A copy of class registration including tuition cost.
- (2) A copy of an itemized statement from the college or university, or alternative documentation (including a letter from the college or university) showing cost for tuition without fees.
- (3) A copy of the copy of the college or university final grade card or on-line posting or an official transcript.

H. Notwithstanding the restrictions on applying for and receiving tuition reimbursement found in sections 7.0601 and 7.0603 (E1), any teacher who is credentialed in an existing position and is now required to take additional testing in order to be qualified to continue in that position may apply for and receive tuition reimbursement for the cost of such test.

Such a teacher must complete appendix C-1, the "Reimbursement Application for Testing per 7.0603 H" and submit it to the personnel office in advance of taking the exam(s). After taking the exam(s), such a teacher must complete section II of the "Reimbursement Application for Testing per 7.0603 H" and resubmit the form to the personnel office, along with proof of payment and proof of the successful completion of the exam(s).

7.0604 The member will have every opportunity to work with the certified personnel office to submit the proper paperwork during both the application process and the reimbursement process. In case of a denial of reimbursement which the member disputes, the member may appeal the decision within thirty (30) days of the denial to the Superintendent and the Association President or their designees. The member will receive a response to the appeal within thirty (30) days of receipt of the appeal.

7.0605 Special projects, costs for Board sponsored lectures, workshops, group course work, etc. shall not be deducted from monies appropriated to this fund.

7.07 STRS Board "Pick-Up"

The Board herewith agrees with the Association to "pick-up" contributions to the State Teachers Retirement System or School Employees Retirement System, as applicable, upon behalf of the members in the bargaining unit as specified in Board of Education Resolution Number 83-294 of November 29, 1983. This Resolution allows the member's personal STRS or SERS payment to be treated in a tax deferred manner.

7.08 Severance Pay

7.0801 The Board shall grant severance pay to any member who is employed by the Fairfield School District and who is certified to retire and actually retires from teaching in the State of Ohio.

- 7.0802 Severance pay shall be calculated at one-half (1/2) of the first 100 days of accumulated sick leave plus one-fourth (1/4) of days in excess of 100, to a maximum of 107.5 days of severance pay. The per diem rate for the purpose of severance pay shall be calculated by dividing the individual's base salary as established pursuant to Appendix A, plus any salary earned pursuant to any supplemental contract(s) listed in the extracurricular placement schedule which were held during the last full school year (as defined by STRS at 120 days) worked prior to retirement, by the number of days in the member's contract year. The member's contract year is established in Article VIII, Section 8.0301, or on the adopted salary schedule of those members with a contract year which differs from 8.0301.
- 7.0803 Any member who dies while on active service or on any Board approved leave of absence of the Fairfield School District, is deemed to have retired the day prior to his/her death. Severance pay benefits shall be determined by the individual's sick leave accumulation as applied to the above formula.
- 7.0804 The member or beneficiary of the member shall receive total payment within thirty (30) days of the effective date of retirement.
- 7.0805 **Additional Severance Pay**
- A. In addition to severance pay as provided above, members who retire as provided herein may receive additional severance pay under this subsection 7.0805 if such members have at least five (5) years of continuous uninterrupted service with the Fairfield City School District prior to their retirement and meet at least one (1) of the following:
- (1) At least thirty (30) years of eligible service credit, but not to exceed thirty and ninety-nine one hundredths (30.99) years of eligible service credit.
 - (2) At least twenty-five (25) years of eligible service credit, and who is at least fifty-five (55) years of age.
 - (3) At least five (5) years of eligible service credit, and who is at least sixty (60) years of age.
- B. Notice of intent to retire under this additional severance plan must be received from the member by the Superintendent or designee no later than April 1 of the year in which on or before September 1 the member would first be eligible under the requirements stated in subsection 7.0805 A. above. The member must then retire on June 1, July 1, or August 1, or September 1 of the calendar year in which the member was first eligible on or before September 1.
- C. Upon retirement under this severance plan, a member shall receive in addition to the severance pay provided in subsection 7.0802 above, a payment equal to one-fourth (1/4) of all accumulated

sick days in excess of one hundred (100), one-half of such amount to be paid on the first district pay date following the member's last regular paycheck and the other one-half to be paid in January of the calendar year following retirement for those in the "Covered Group" as referenced in 7.0806 A. or in July of the calendar year following retirement for those not in the "Covered Group" as referenced in 7.0806 A.

- D. Members must retire under this plan whenever they are first eligible under the criteria stated in subsection 7.0805 A. above or they forever forfeit their rights to payment under this additional severance plan.

- E. Only members who apply for and receive regular service retirement are eligible to participate in this additional severance plan.

7.0806 Tax Shelter Option

- A. The Board will sponsor and implement, at the earliest possible time, Section 401(a) and Section 403(b) Plans which allow retiring members in the "Covered Group" to tax shelter their severance pay. Members of the "Covered Group" will have their severance pay deposited into the Section 401(a) and/or Section 403(b) Plans sponsored by the Board. The Board shall not be responsible for any administrative fees or costs of implementation of the Section 401(a) or 403(b) program.

- B. Any amounts of money exceeding the current annual 415 limits for the Section 401(a) and 403(b) Plans will have additional monies paid into the Section 403(b) Plans at the maximum contribution level allowed for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in January of each year following retirement.

7.09 Professional Employee Assistance Program

The Board will provide, at no cost to the professional employee, an employee assistance program as is currently provided through Life Management Systems or an equivalent plan. The FCTA President and the Superintendent or their designees shall review the plan at the time of its periodic renewal. In the event that the parties are unable to agree as to the plan to be provided or its continuation, the matter shall be referred for bargaining under Section 3.0502 or other mutually agreed resolution between the Association and the Board. Details of the plan are available in the district Treasurer's office and through the Association President.

VIII. WORKING CONDITIONS

8.01 Assignments, Vacancies, and Promotions

Assignment of personnel to buildings and positions shall be the responsibility of the Superintendent or designee. Specific assignments within buildings are the responsibility of the building principals, or other district supervisors/directors charged with the supervision of bargaining unit members.

8.0101 **Assignments**

- A. A written notice of the assignments for the next school year will be given to the members on or before the member's last work day (See Appendix M) of the school year.
- B. Prior to June 10 of each year, each principal/supervisor/director will provide each member of his/her staff the opportunity to discuss proposed assignments for the next school year at the request of the member.
- C. Any changes in assignments necessary following written notification or involving involuntary reassignment to buildings or positions shall be made only after consultation with the member.
- D. If a change of assignment to a building or position occurs after the opening date of the school year, or within three (3) days of the opening date of school, the member being reassigned will be granted a minimum of two (2) days to adjust, plan and procure the necessary educational materials needed for performing this new assignment, if the member being reassigned so requests.
- E. Member assignments shall be made without discrimination in regard to race, color, creed, religion, nationality, sex, marital status, or disability.
- F. Teachers required to change classrooms while students are in session will be provided a substitute to allow the teacher to monitor the relocation and reorganization of classroom equipment and materials.
- G. Traveling teachers will be given preference of assignment to a permanent classroom over newly hired employees whenever practical. Classroom assignments under this subsection shall not be subject to the grievance procedure.

- H. The Association and the Board agree that in the event a school building is closed within the district, the members of said building shall be given preference for any job openings in the system for which they are certified.

8.0102 Vacancies

- A. The Superintendent or designee shall prepare a list of certificated employment openings and/or vacancies. A copy of this list shall be posted in the office of each open building, placed in e-mail on "News", listed on the district website, and sent to the Association President. The posting shall be for five (5) calendar days, excluding Saturdays, Sundays, legal holidays, and days included in the district's Thanksgiving, winter, or spring recesses. The mailing to the Association President shall occur at the time of posting.

The written posting shall include the following information:

- (1) Position(s) available
- (2) Requirements for the position
- (3) Description of the setting in which the duties of the position are carried out
- (4) Deadline for application
- (5) Effective starting date
- (6) Any additional pertinent information

- B. Written applications via paper or electronic mail and/or facsimile transmissions from members requesting consideration for a posted position must be received by the Superintendent or designee by the close of the work day (4:00 p.m.) on the 5th day of the posting period. A new application is necessary for each position posted.
- C. The Superintendent's office staff or designee shall confirm that the applicant's request has been received by initialing and dating a copy of said application provided by the applicant.
- D. For each position sought, members may submit a portfolio including but not limited to copies of evaluations; resume; evidence of professional growth; letters of commendation from administrators, parents, and/or colleagues; work samples; etc., to the Superintendent or designee prior to the close of the posting period or at the time of the interview granted pursuant to Section E., for review by the appropriate administrator(s). Upon request, the portfolio will be returned to the member at the conclusion of the selection process.
- E. Only applications from members shall be given consideration during the posting period. The administrator with the vacancy will interview all member applicants if the number of applicants is five (5) or fewer. If there are more than five (5) applicants for the same position, in lieu of interviewing all applicants, the administrator may develop a screening process to administer to

all applicants. Such screening process shall be approved by the Superintendent or designee. The Association President will be notified by the Superintendent or designee when a screening process is implemented. The recommending administrator will determine the number of candidates to be interviewed after evaluation of the results of the screening process. Such number can be less than five (5) if the results of the screening process so dictate.

Applicants no longer under consideration for a position will receive a communication to this effect.

An interview required under this section may be waived if so agreed by both the interviewing administrator and the member applicant.

Upon request, a member applicant will be provided a conference if the member is not selected for the vacancy. Such conference will be held within five (5) days of receipt of the request.

F. If the Superintendent or designee is not in receipt of any application within the specified time, or in the opinion of the Superintendent or designee, none of the applicants is qualified for the vacant position, he/she may then consider applications from outside the school system.

G. The posting process shall not apply to member vacancies which occur between August 1st and May 1st. However, such member vacancies shall be posted for the following school year.

H. Summer School Instructors, Home Instructors, ESL Tutors, Latchkey Summer Leaders, and Online Instructors:

All summer school instructor, home instructor, ESL tutor, latchkey summer leader, and Online Instructor position notices shall be posted at least once annually. All positions shall be offered to qualified members who apply before applications are considered from outside the school district.

8.0103 Promotions

A. "Vacancies" for all positions in the school system that are covered by a certificated/credentialed administrative contract shall be posted in each open building, placed in e-mail on "News", listed on the district website, and sent to the Association president. The posting shall be for five (5) calendar days, excluding Saturdays, Sundays, legal holidays, and days included in the district's Thanksgiving, winter or spring recesses. The posting shall include a job description or statement of necessary qualifications. The term vacancies as used in this section shall not include reassignment of existing administrators and/or changes in specific duties or titles of existing

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

administrators. An administrative position shall be considered vacant only when the administrative position is to be filled by someone not currently holding an administrative contract in the Fairfield City School District.

All postings shall include the following:

- (1) Positions available
- (2) Minimum requirements for the job
- (3) Deadline for application
- (4) Effective starting date
- (5) Any additional pertinent information

- B. Written applications via paper or electronic mail and/or facsimile transmissions must be received by the Superintendent or designee by the close of the work day (4:00 p.m.) on the 5th day of the posting period. A new application is necessary for each position posted. Both internal and external candidates will be considered concurrently.

8.0104 Assignment for Curriculum Leadership

- A. Members may be granted an assignment for Curriculum Leadership within the district for part or all of a school year upon approval of the Superintendent or designee. Said members are generally called Instructional Specialists. Instructional Specialists represent a field of expertise such as reading, math, language arts, special education, etc.
- B. To be considered for a Curriculum Leadership position, members must apply through the designated posting process or make written application to the Superintendent or designee.
- C. If a member is granted a position for Curriculum Leadership from his/her regular teaching assignment as approved by the Superintendent or designee, the following shall apply:
- (1) The member granted an assignment for Curriculum Leadership shall receive the total salary for their teaching position based on the teaching salary schedule. In addition, the member will be required to serve ten (10) extended days annually based on the member's per diem rate times ten (10). Members may continue to hold previously granted supplemental contracts if approved by the Superintendent or designee. The responsibilities and constraints of the Curriculum Leadership position will be a factor in determining continued approval of a supplemental contract. If the Superintendent or designee denies approval to continue to hold a previously granted supplemental contract during the duration of the Curriculum Leadership assignment, then the supplemental position(s) shall be posted upon the member's return to a regular teaching assignment.
 - (2) A member's return date to a regular teaching assignment from a position for Curriculum Leadership shall coincide with the beginning of the next academic term unless a different time of return is mutually agreed to by the member and the Superintendent or designee. If a member returns to a regular teaching assignment

within three (3) calendar years, he/she shall be returned to his/her previous assignment as listed on the last "Teacher Assignment for Next Year" form (Appendix M) issued prior to assignment to a Curriculum Leadership position. Otherwise he/she shall be returned to a position for which he/she holds certification.

- (3) The member's job performance in an assignment for Curriculum Leadership may be evaluated by the Superintendent or designee in accordance with the procedures in Article X of this Agreement.
- (4) Nothing in this section is intended to supersede language contained in Section 8.01, except that the position vacated by the member moving to a curriculum leadership assignment shall not be considered a vacancy under Section 8.0102.

- D. Members assigned to Curriculum Leadership positions will be required to serve the time equivalent to the conference evening work time (8.0406) after the regular workday, as approved by the curriculum administrator.

8.0105 **All-Day Kindergarten**

In the event that All-Day Kindergarten is to be implemented, the parties will bargain the effects of All-Day Kindergarten in accordance with 3.0502 upon the request of either party.

8.02 Committee Guidelines

8.0201 When committees are established to study and develop recommendations for maintaining and/or modifying the educational program, or are established to develop recommendations for textbook adoption, the Superintendent or designee will solicit the assistance of the members. No professional staff members shall be required to serve on such committees. An effort will be made to rotate committee assignments to include all members who express a desire to participate. All committee work is done outside the teacher's working day unless authorized as released time by the Superintendent or designee.

8.0202 **Payment for Committee Work**

- A. Payment as described in this article is for work done on any committee established to improve the educational program. The charge to form and move forward with such committees must be authorized by the Superintendent or designee.
- B. Payment for committee leadership/services will be determined in accordance with Section 6.1001 and 6.1002. An estimate of time needed to complete the task will be determined by the Superintendent or designee; that estimate will form the basis for the Committee Payment Agreement (Appendix V) to be issued to each committee member after the initial meeting. The Superintendent or designee will log the hours for each approved task. If the work performed

substantially exceeds the estimate, by mutual agreement of the parties an additional or amended Committee Payment Agreement may be issued.

C. Additional compensation for serving as chair and/or recorder of the committee will be calculated as follows:

20% of the modular rate for chair;

10% of the modular rate for recorder.

D. The Superintendent or designee will authorize the release of payment to committee members upon the committee's submission of completed work to the Superintendent or designee. A lump sum payment will be released as part of the member's regular bi-weekly pay; a separate check will not be issued.

8.0203 The ultimate responsibility and authority for adoption of curriculum and textbooks resides with the Board of Education.

8.03 School Calendar

8.0301 Prior to July 1, the Board shall adopt the school calendar providing for school to be in session for members no more than one hundred eighty-four (184) days unless otherwise indicated in this Agreement. No more than one hundred seventy-eight (178) of the total days per year will be scheduled for student instruction.

A. Members are required to work two (2) days prior to the start of school. One (1) day will be self-directed while one (1) day will be district-directed. Members will also be required to work the day following the last student day of the school year.

8.0302 The Association will have input into the school calendar via the established means of the District Labor Management Committee. However, final establishment of the school calendar rests with the Board. Once this calendar has been approved by the Board, any proposed changes must be reviewed with the Association via the District Labor Management Committee prior to implementation.

8.04 Length of School Day

8.0401 Members shall be in their classroom at a time established by the administration, which shall be prior to the time set for school to be in session and they shall remain in school for a period of time established by the administration after the dismissal of their pupils.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

8.0402 The length of the members' workday for full-time employees shall be seven (7) hours and thirty (30) minutes.

- A. The length of the workday for members who are less than full-time shall be one of the following:
- one-third time (33%) = one hundred fifty (150) minutes
 - one-half time (50%) = two hundred twenty-five (225) minutes
 - two-thirds time (67%) = three hundred (300) minutes

Or on a pro-rata basis if member is compensated by means of State Auxiliary Services funds allocated to non-public schools. The Board may employ non-classroom teaching special services personnel (such as speech language pathologists, school psychologists, physical therapists, and occupational therapists) at employment percentages of less than 100% but at other than 33%, 50%, or 67%.

- B. The Board of Education shall have the authority to schedule the number of class periods and student-contact time subject to the further limitations of this paragraph and the requirements for lunch, planning periods and the length of the member workday. The Board of Education agrees that the scheduled student day from tardy bell to dismissal for grades PreK-5 will not be increased beyond six (6) hours and forty-five (45) minutes and that teachers assigned to grades 6-12 shall not be required to teach more than six (6) periods per day. A period divided by a scheduled lunch shall be considered one (1) period.

8.0403 Members shall be permitted to leave their schools during their lunch period upon approval by a building administrator.

8.0404 Lunch period for all staff receiving a lunch period shall not be less than thirty (30) minutes of consecutive uninterrupted minutes. Members employed to work one-half time or less shall not receive a lunch period.

8.0405 Members who are assigned by the administration to remain on duty during overnight campouts at Camp Campbell Gard, Camp Joy, or Camp Kern which have been approved by the District shall be compensated at the rate of one-third (1/3) of .001 times the base salary at the Bachelor's level for every hour worked outside the regular school day. Any campout which is related to an extracurricular activity is excluded from the provisions of this paragraph.

8.0406 **Conference Evening Work Time**

- A. Members are required to be present in their assigned building and in readiness for evening parent conference dates as specified on the District calendar annually adopted by the Fairfield Board of Education unless otherwise indicated in this Agreement. The specific times of each conference

evening will be determined by each building principal and shared with the respective staffs two (2) weeks in advance of each conference evening.

- B. Members are required to be on duty for a minimum of three and one-half (3.5) hours for each conference evening.
- C. Members who are not present for evening conferences and have been granted an approved leave are required to make up the duties/responsibilities of evening conferences. A specific plan for the make-up of the duties/responsibilities must be worked out with the building principal.

8.0407 Job Sharing

A. Definition

Job-sharing is defined as two members sharing one teaching position teaching the same students within the school district. Job-sharing will be restricted to each partner working some portion of each seven and one-half (7-1/2) hour day or evenly splitting the work week. The teaching partners shall be responsible for the full seven and one-half (7-1/2) hour day. The teaching partners may split their work time by each one working .50 each day, or they may divide their days evenly over the course of a work week by working a two and one-half (2-1/2) day split, including pro-rated planning time. Job-sharing shall be voluntary and require the endorsement of the Superintendent or designee and the principal in the building in which the teachers shall be sharing a position.

B. Parameters

The Administrators' decision shall be on a year-by-year basis and shall be based upon the needs of the building, unique elements of the position and the compatibility of the two teachers requesting to job-share. The Administrators' decision as to whether or not to endorse a job-sharing proposal shall be final and not subject to appeal or the grievance procedure.

The building principal may, during the course of the school year, implement any operational changes that the principal may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this Agreement.

C. Initiation

Positions available for job-sharing are limited. Members considering job-sharing should consult with their building principal or immediate supervisor to find out whether job-sharing is an option. Upon written request, a meeting with their administrator shall be held in order to explain the member's proposal. Members wishing to job-share must find their own partner. The Board

is not required to post job-sharing partner positions. Members interested in job-sharing, who have been advised by the Principal that job-sharing is an option, must submit a written, joint proposal that follows the Master Contract Agreement. This proposal must outline some of the features to be included in the program. It is to be submitted to their building principal and the Superintendent or designee prior to March 1 of the previous year. Prior to March 14th of the previous year, the members proposing job-sharing will be notified of the acceptance or rejection of their proposal. If the proposal is denied, the building principal shall provide written notification of the reason for refusal to the members. By April 30 of the previous year, any agreed-upon proposal shall be provided to the Association President.

D. Required Elements of the Job-Sharing Proposal

- (1) Each team shall share one teaching position. Each team member will be properly licensed/certificated and highly qualified under NCLB for the assignment.
- (2) Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire year.
- (3) Each team plan shall address unique elements of the positions and describe how such elements will be addressed. Continuity of instruction and services to the students is crucial.
- (4) Each team shall describe their teaching philosophy and standards and show that they are compatible.
- (5) Both members shall attend all required inservices, conferences, open houses, IEP meetings, and staff meetings.
- (6) Both members shall assess students as usual and attend to all applicable classroom management duties.
- (7) The members will be expected to maintain close communication on a daily basis.

E. Teacher Employment Rights

The participating members shall, during their employment on a job-sharing basis:

- (1) Be subject to all provisions of this Agreement.
- (2) Receive a pro-rated salary based on the appropriate step on the negotiated salary schedule for full-time teachers.
- (3) Accrue seniority and service years on a full-time basis.
- (4) Receive modular pay if covering the absence of the other team member at the request of the building principal. Substituting for the job-sharing partner is strictly voluntary.
- (5) Receive applicable health benefits and life insurance with the amount of life insurance and the amount paid for health benefit premiums by the Board to be the same as for

part-time employees. See Article VII, Sections 7.0103, 7.04 and 7.05 for part-time employee benefits.

- (6) A member's contract status shall not be affected by participation in the job-sharing program.
- (7) It is the responsibility of each teaching partner to investigate the requirements of STRS and to determine their individual service check.

F. Discontinuation of the Job-Sharing Team

- (1) Should the Board, building principal or either of the involved members wish to discontinue the job-sharing program for a subsequent school year, the following shall apply:
 - i. If neither of the job-sharing partners was the incumbent in the shared position, the member on the team having the greater seniority shall retain the position on a full-time basis for the following year.
 - ii. If one of the job-sharing partners was the incumbent in the shared position prior to the job-share, the partner who was the incumbent shall retain the position on a full-time basis for the following year.
 - iii. If discontinuation of the job-sharing team or the job-sharing program results in the reduction of a teaming position, Article XI Reduction in Force may apply. The displaced member may be subject to the RIF policy and placed on a suspended contract with appropriate recall rights.

8.05 Planning Periods

8.0501 All full-time members at the secondary level shall be provided with at least one (1) uninterrupted preparation period per day equal in length to one (1) regular class period. However, due to the variable length of class periods at the Middle School, the daily uninterrupted preparation period will be a minimum of forty-seven (47) minutes in length.

8.0502 All full-time members at the elementary level shall be provided with at least forty (40) uninterrupted minutes of planning time daily. This time shall be scheduled during the student day. In addition, the non-student contact time before the student day in grades K through six (6) and after the student day in grades seven (7) through twelve (12) will be uninterrupted planning time except that two (2) days per month may be used for staff and/or committee meetings.

8.0503 Members on part-time status shall be provided with a daily planning period as follows:

one-third time = twenty (20) minutes planning time

one-half time = thirty (30) minutes planning time

two-thirds time = forty (40) minutes planning time

8.0504 At the request of either party, the Association and the Board agree to meet and review the issue of preparation time for Middle School teachers on or before March 1, 2011.

8.06 Professional Development

8.0601 In the spirit of moving beyond the information/announcement agenda of traditional staff meetings, the parties desire to move toward a greater focus on professional development. Both parties realize that situations arise which require the Board to mandate specific professional development for the Association's members.

8.0602 **Development of Building Level Professional Development**

- A. Building administration will utilize the Building Leadership Team to assist with planning professional development for the staff.

- B. Members are required to participate in twenty-five (25) hours of professional development beyond the contracted work day for each academic year. Professional development will be distributed as follows:
 - (1) Fifteen (15) hours of department, grade level, or subject area meetings divided into ninety (90) minutes per month for a total of ten (10) months.
 - a. The ninety (90) minutes per month may be used as two (2) forty-five (45) minute meetings per month.
 - b. Special area teachers will meet by subject area for ninety (90) minutes per month administratively coordinated with input from special area members. Travel time is included in the ninety (90) minute period.
 - (2) Ten (10) hours distributed between building and curriculum-driven professional development.

- C. It is the responsibility of the member to complete the required amount of hours during the academic school year. In the event a member misses a professional development activity, the member will need to make up the activity as follows:
 - (1) If a member misses a department, grade level, or subject area meeting, it is the responsibility of the member to meet with the designated staff leader to review any missed information.
 - (2) If a member misses a planned professional development session, it is the responsibility of the member to meet with the building administration to identify an approved replacement for the missed professional development.

8.0603 Members are required to attend one "open house" program per year in their assigned building without additional compensation. Members are required to be on duty for a maximum of two (2) hours for the open house. Members who are not present for open house must use .25 day of approved leave.

8.07 Student/Teacher Placement

8.0701 We recognize that the kindergarten year is in general the first time that children experience formal schooling and that quality early childhood education is crucial to a child's educational start. Therefore, in grade K the board will endeavor to maintain twenty-four (24) students or fewer per class. In the event any grade K teacher has twenty-five (25) students for any a.m. or p.m. session, such teacher shall receive an additional five dollars (\$5.00) per a.m. or p.m. session as applicable. When all grade K teachers at a building have twenty-five (25) students in an a.m. or p.m. session, an educational assistant shall be provided to assist such teachers in that a.m. or p.m. session, and the teachers would not receive additional compensation. Class size for grade K will not exceed twenty-eight (28) students. Eligible teachers who are off more than five (5) consecutive days will not receive additional compensation for the consecutive days not worked.

In grades one (1) through six (6) the Board will endeavor to maintain twenty-eight (28) students or fewer per class. Class size at any grade level one through six in any building will not exceed an average of twenty-eight (28) students. In the event any teacher in grades 1-4 has twenty-nine (29) students, such teacher shall receive an additional ten dollars (\$10.00) per day in compensation. In the event any teacher in grades 1-4 has twenty-nine (29) students for half of the day, such teacher shall receive an additional five dollars (\$5.00) per day in compensation. When all teachers in one grade level in one building have twenty-nine (29) students, an educational assistant shall be provided to assist such teachers, and the teachers would not receive additional compensation. Class size for grades 1-4 will not exceed thirty (30) students. Eligible teachers who are off more than five (5) consecutive days will not receive the additional compensation for the consecutive days not worked.

In grades seven (7) through twelve (12) the Board will endeavor to maintain thirty (30) students or fewer per class.

In grades seven (7) through twelve (12), after the first full week in October of each school year, the total academic class load per member will not exceed one hundred seventy (170) students unless the member(s) agrees to accept additional students.

Nothing contained in this section shall apply to special education, music, physical education, health, and art classes.

8.0702 The process of placing students with special needs will be reviewed each January with the Staff Leadership Committee in each building.

8.08 Staff Development

8.0801 When new textbooks and/or curriculum are incorporated into the school system, all members who will be working with the new textbooks and/or curriculum will receive adequate inservice training and preparation in the use and application of the textbooks and supplemental materials.

8.0802 A menu of professional development opportunities available for the upcoming school year will be submitted by May 1st to the District Labor Management Committee. An annual assessment of the Staff Development Program will be conducted by the district and the results of such assessment will be submitted on or before May 1 to the District Labor Management Committee.

8.09 Personnel Files

8.0901 **File Location**

A personnel file for each member shall be maintained in the district office. This shall be considered a confidential file and the only official file of recorded information of members maintained by the Board except payroll records maintained by the Treasurer's Office. Principals and district office administrators who have supervisory responsibilities for members may maintain anecdotal notes on individual members. Said anecdotal notes may not be used in a member's disciplinary hearing nor entered into a member's official personnel file unless the member has been made aware of the contents of anecdotal notes in advance of the disciplinary hearing or the addition of such items to the official personnel file. All rights as provided for in this provision shall apply to anecdotal notes as well as other recorded information.

8.0902 **Access to File**

- A. Individual members and/or designee shall have access to their personnel file upon request with reasonable advance notice. Requests of members to have access to their personnel files shall be handled by the Superintendent or designee.
- B. Except as required by the Ohio Public Records Act, individuals who shall have access to a member's personnel file shall be limited to the Superintendent, Assistant Superintendents, Administrative Assistants, and other administrators who are directly involved in either the supervision of the member or an employment decision concerning the member, and/or other designated employees involved in file maintenance.

8.0903 Entry Identification

Copies of information placed into a member's file shall be duplicated and provided to the member at Board expense immediately upon placement in file.

8.0904 Signature or Initial of Member

The member's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. The member will also be told that he/she has the opportunity to reply to any critical material in a written statement to be attached to the file copy.

8.0905 Entry of Materials by Member

The member may submit letters of merit which may be placed in his/her file.

8.0906 Removal of Materials

- A. Any materials entered into a member's file, except evaluations or other items not subject to the grievance procedure, may be grieved as to accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be corrected or completed or if found irrelevant or untimely, it shall be removed from the member's file.
- B. Information in the personnel file may be removed upon mutual agreement of the member and the Superintendent or designee.

8.0907 Anonymous Letters

Anonymous letters or materials shall not be placed in a member's file, nor shall they be made a matter of record except as required by law.

8.0908 Unauthorized Access

Except as required by the Ohio Public Records Act, the contents of the personnel file of a member shall not be disclosed to any person not authorized by the provisions of this contract or the member. A member may authorize access to his/her personnel file by submitting a written release to the Superintendent or designee. Said release shall be maintained in the personnel file.

8.0909 Copies of Materials

A member will be entitled to a copy of any material in his/her file.

8.0910 Privacy Act

The provisions of this section shall constitute the adoption and implementation of rules providing for the operation of the system of member personnel files in accordance with the provisions of Chapter 1347 of the O.R.C.

8.10 Preschool Policy

The following terms and conditions apply to the members involved in the Preschool Grant Program.

8.1001 It is the intent of the parties that the two (2) required annual home visits per student will be scheduled during the course of the regular workday. However, if the immediate supervisor of the Preschool Program determines that a home visit(s) has to be scheduled during the evening hours to accommodate a parental schedule, the staff member(s) involved will be able to flex the equivalent amount of time off on the next Friday following the home visit(s).

8.1002 At least two (2) district employees will be present at all home visits. Scheduling of home visits will be subject to the approval of the immediate supervisor of the Preschool Program. The length of the preschool teachers' workday shall be as provided in the master contract and travel time to and from home visits will be included in the workday. A lunch and planning period will also be provided.

Further, it is the intent of the Board of Education to schedule inservice programs during the weekly Friday workday. It is further understood that attendance at inservice programs scheduled during non-school hours will be voluntary on the part of the teacher member.

8.1003 Certificated preschool staff members may utilize district vehicles provided through the Transportation Department for home visits, or will be reimbursed for mileage when using their private vehicle for home visits. Reimbursement will be at the rate as specified in the current master contract.

8.11 No Smoking Policy

The Fairfield City School District Board of Education and the Fairfield Classroom Teachers' Association agree to the following:

8.1101 Members must move off school grounds and out of sight from school property to smoke.

8.1102 Although the Fairfield City School District requests cooperation of bargaining unit members in enforcing the "No Smoking" Policy, members of the bargaining unit are only required to bring violations of this policy to the attention of the administrative or security personnel.

8.1103 Any bargaining unit member violating the "No Smoking" Policy will be given a verbal warning and referred to the Employee Assistance Program for an individual counseling session for the first offense. Violations of this policy beyond the first offense will be dealt with on a case-by-case basis.

8.12 Drug Free Workplace

- 8.1201 No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace.
- 8.1202 “Workplace” is the site for the performance of any work done in connection with the District. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.
- 8.1203 As a condition of employment, each employee shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.
- 8.1204 Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to administrative regulations, local, state and federal laws and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.
- 8.1205 Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.
- 8.1206 Annually, employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

8.13 Summer School Instructors, Home Instructors, ESL Tutors, Latchkey Summer Leaders, and Online Instructors

- 8.1301 Summer School Instructors, Home Instructors, ESL Tutors, Latchkey Summer Leaders, and Online Instructors approved by the Board shall be considered supplemental contract positions and shall be paid at the hourly rate for Bachelors degree, step 0 on the teachers salary schedule (Appendix A). If the on-line instruction is a part of a student-initiated credit flexibility plan, see Section 8.24 for the member working conditions for the “teacher of record” under a credit flexibility plan.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- 8.1302 All members employed in one or more of the above-referenced positions shall not be entitled to a planning period, a lunch period, or paid leave while performing the duties of these positions.
- 8.1303 Except for the hourly rate of compensation specified in this Article, any member employed by the district solely in one or more of the above-referenced supplemental positions shall not be eligible for any other benefits specified in this contract or be subject to the Fair Share Fee. Terms and conditions of such supplemental contracts shall be the same as for other supplemental contracts, except that any grievance under such contracts shall only relate to the rate of the member's pay or hours worked.
- 8.1304 Except as provided in Section 8.1306, the purpose of online instruction is to enhance and expand class offerings for students; particularly students who are at-risk, (credit-deficient or expelled), gifted, and/or on home instruction. Online instruction will be used as a way to provide electives with low enrollments, with "low enrollment" defined as it has been in the past. Online instruction may be a part of a student-initiated credit flexibility plan. See Section 8.24 for the details of member working conditions for the "teacher of record" under a credit flexibility plan.
- Courses for online study will be reviewed by the instructor, the department chairperson, the building principal or designee, and the superintendent or designee, and other relevant personnel, and presented to the Board of Education for approval in accordance with Board policy. Additionally, courses for online study could be developed by Fairfield employees if feasible.
- 8.1305 Home Instruction, ESL Tutoring, and Electronic Remediation/Non-credit Instruction done by a member during a member's planning period or during the member's designated work day shall be paid at the modular pay rate per Article VI, Section 6.09. See Section 8.24 for the member working conditions if the member is the "teacher of record" for a credit flexibility plan.
- 8.1306 The Fairfield City School District seeks to provide students with 21st century learning opportunities. Some of these learning opportunities may include online coursework provided by members which could replace traditional classroom instruction in some instances. The District agrees that no then-existing member will be reduced, non-renewed or otherwise lose employment with the District as a result of the implementation of online coursework. Members may be assigned to other teaching positions for which they are qualified as necessary to retain their employment with the District. Members who are providing online coursework as regular teachers under this section shall not be paid or covered as online instructors under the provisions of Sections 8.1301 through 8.1305 above.

8.14 Sports Medicine/Pupil Activity Requirement

The Board will offer at least once annually the training necessary to complete Sports Medicine/Pupil Activity Certification at no cost to the member. Such training shall be scheduled as determined by the Board of Education and shall be offered only to members required to have the Sports Medicine/Pupil Activity Certification as a part of a supplemental contract.

The Board shall have the authority to require Sports Medicine/Pupil Activity Certification.

Members who do not utilize the Board-offered training shall be responsible to obtain the certification on their own.

8.15 Student Teacher Policies

8.1501 No member will be assigned a student teacher or student observer without the member's consent. Members will be provided prior notification as to the date, university requirements and time of all student observations.

8.1502 Members will receive all compensation paid by the sending college or university for accepting a student teacher. Any and all remuneration in the form of stipend(s) or credit certificate(s) (tuition vouchers) supplied by a college and/or university to the Fairfield City School District for participation in the student teacher program shall be assigned by the District to the teacher who performed the work with the student. The value of such vouchers will be included on the W-2 tax forms of the participating member(s). Remuneration in the form of monetary payment received by the District will be paid by the District in one check stipend for each semester applicable, to be included on the regular paycheck as additional pay, with deductions taken out as required by law.

8.1503 The building principal will give the bargaining unit members the opportunity to express interest in having student teachers or student observers prior to making such assignments.

8.1504 An existing leadership committee at each building, such as department heads, unit leaders, subject coordinators and/or grade level chairs, will be assigned the duty of reviewing with the building administration all student teacher placements prior to the university's confirmation deadline. Final approval rests with the building administration.

8.1505 In the event the member feels the necessity to terminate the assignment, the member will contact the building principal who, in turn, will arrange for a conference between the building principal, the cooperating teacher, the student teacher, and the student teacher's immediate supervisor/advisor from the placing university.

8.16 Procedure for Reconsideration of Instructional Material

When criticism of the books or materials in any school and/or school library is received from patrons of the district, the following steps shall be taken:

- 8.1601 The critic shall be required to fill out and return the approved form with the complainant's signature attached. (See Appendix L).
- 8.1602 A committee, appointed by the Superintendent, shall review the request(s) for reconsideration of a library book or materials. This committee will report its findings and make recommendations to the Superintendent.
- 8.1603 If the complainant is not satisfied with the decision made by the Superintendent, the matter may be taken to the Board of Education for final resolution.
- 8.1604 Resolution at the Board of Education level shall bring referral to the Superintendent or designee for implementation.

8.17 Physical/Psychological Examinations

When information regarding a member comes to the attention of the Superintendent or designee which pertains to the member's physical or psychological ability to perform his/her duties or which may have a direct impact on the physical safety and welfare of the member, fellow employees or the students, the following procedures will be implemented:

- 8.1701 The Superintendent or designee will investigate to determine if the matter is to be dropped or pursued.
- 8.1702 If the Superintendent or designee determines to pursue the matter, the Superintendent or designee will personally schedule and hold a conference with the member to discuss the information received and possible resolution of the matter. When scheduling the conference with the member, the Superintendent or designee will share the nature of the information with the member and advise the member that he/she may have an Association representative present at the conference.
- 8.1703 Subsequent to the conference, if the Superintendent or designee determines the matter remains unresolved, the Superintendent or designee will implement one or more of the following:
 - A. determine that no further action is needed at this time.
 - B. advise the member to see his/her personal physician and/or make a self-referral to the Employee Assistance Program (EAP).

- C. (1) at Board expense, require the member to have a physical and/or psychological examination. The member may choose from among a list of at least four physicians/clinical psychologists provided by the Superintendent or designee. Prior to the member's appointment with the physician/clinical psychologist, the Superintendent or designee shall issue a communication to the selected physician or clinical psychologist in the form shown in Appendix N. The member shall execute the written CONSENT TO RELEASE OF EXAMINATION REPORT as shown in Appendix N.
- (2) The selected physician/psychologist is to send a written statement to the Superintendent or designee certifying that the member is or is not competent to perform his/her duties and does or does not present a danger to the safety of the member, fellow employees or students.
- (3) If the statement is in dispute by either party, or if the statement is not issued in a timely manner, an additional opinion will be obtained at Board expense from another physician or clinical psychologist on the list.
- (4) Where the question of competency remains at issue, a third opinion will be obtained from a third physician or clinical psychologist on the list. Additional physicians or clinical psychologists may be added to the original list by the Superintendent or designee, if necessary. The majority opinion will be binding.
- D. When a member is required by the Superintendent or designee to have an initial or subsequent physical and/or psychological examination pursuant to subparagraph C. above, the member shall be placed on paid administrative leave for a period of up to five (5) working days which may be extended by mutual agreement. If the matter is not resolved within that period, the member shall be required to use sick leave, if available, and if not available, shall either use personal leave, if available, and/or be on unpaid leave until the matter is resolved in accordance with subparagraph C. above. Other than the paid administrative leave provided above, it is the intent of the parties that the member will be responsible for using sick leave, personal leave or unpaid leave as outlined above for any periods during which the member is determined to be not competent to perform his/her duties or presents a danger to safety. The member shall be recredited for sick leave used and paid salary for unpaid leave used for any period during which the member is ultimately determined to have been competent and not a danger to safety in accordance with the above process. The Board shall not be obligated to provide unpaid leave under this section for more than a period of one year.

8.1704 Any and all information obtained relative to a member's physical or psychological condition shall remain confidential to the Superintendent or designee, the Board attorney, and confidential support staff of the district office, except that the Superintendent or designee may utilize the information obtained as the basis

of a recommendation or recommendations, with regard to the member's discipline, employment status or contract. Such confidential information may be disclosed to the Board of Education or to any other individual who has responsibility for decisions regarding the member's discipline, employment status or contract.

8.1705 Refusal of the member to participate in the conference or submit to such examinations shall be deemed a matter of employee discipline.

8.18 Complaint Procedure

8.1801 When a complaint regarding a member is received by the administration from a parent, student, staff member or community member, which may result in disciplinary action or specific notation in the evaluation of the member, the administration shall notify the member of the complaint and shall confer with the member as to the validity of said complaint.

8.1802 No record of a complaint shall be placed in the member's personnel file or specifically noted in the evaluation until such meeting occurs and the complaint is substantiated and is considered serious enough to warrant placement in the personnel file or specific notation in the evaluation. The member shall be notified of such placement and the provisions in Article VIII, Item 8.09 shall be applicable.

8.19 Disciplinary Procedures

8.1901 The administration may take disciplinary action against any member for just cause. Generally, discipline will be progressive in accordance with the following steps:

Step I - Verbal warning to the member

Step II - Written warning to the member

Step III - One day suspension without pay

Step IV - Three day suspension without pay

If the infraction or conduct is of a severe nature, any or all of these steps may be waived by the administration.

8.1902 Except for verbal warnings, a conference shall be scheduled between the member and the administration to discuss the infraction or conduct and any proposed discipline.

8.1903 The member shall have the right to an Association Representative of his/her choice at any conference in which the member is present and in which discipline of the member is discussed.

8.1904 Non-renewal of limited, extended limited, and supplemental contracts and evaluations are not disciplinary actions under this contract. Evaluations may not be used as evidence in member disciplinary action under this contract without independent supporting evidence.

8.1905 Termination and suspension pending termination shall be according to statute and the provisions of this contract do not alter or affect those procedures.

8.20 Workers' Compensation

The Board will provide Workers' Compensation coverage to the members in accordance with the applicable Ohio statutes. Any member who sustains an injury or has a claim covered by the Ohio Workers' Compensation statutes shall:

- A. in compliance with Ohio H.B. 308 complete and submit to his/her immediate superior an Employee Accident Report Form.
- B. secure treatment from one of the designated providers as listed on the employee accident report form if medical treatment outside of the assigned work area is needed.

The designated provider will complete and file appropriate Workers' Compensation medical claim forms, and take care of all billing to Workers' Compensation. There will be no out-of-pocket expenses to the member when treated for an injury or claim covered by Workers' Compensation at the designated provider. In addition, and as needed, the designated provider's physicians will confer with the member's private physician to ensure appropriate treatment and follow up.

If so desired, members may consult with and/or visit their private physician following the initial contact with a designated provider. When doing so, the member should inform the private physician of the job-related injury.

Members filing a claim for lost wages through Workers' Compensation must secure and complete the appropriate wage loss claim form. Forms are available through the Treasurer's Office.

8.21 Special Education Annual Reviews and Alternate Assessments

The board will provide two days of release time during the regular school day for special education resource and inclusion teachers for the purpose of writing annual reviews. As recommended by the Special Services Director, the Board will provide up to one-quarter release day per student for Special Education teachers responsible for Alternate Assessment portfolios. In addition, the Board will provide up to two (2) hours of modular pay per student to special education teachers for work performed on site preparing alternate assessment portfolios beyond the regular work day.

8.22 Intervention Guidelines

The superintendent will oversee the preparation of written guidelines and provide orientation for the guidelines in order to address the following items:

- A. Clarification of the roles and responsibilities of the special and regular education teacher when working in an inclusion setting.
- B. Sample lessons, examples of how to modify lessons, and directions on how to locate resources.
- C. All forms used in the IAT/IBA process, in use in the building, along with instruction for their use.
- D. An annual purchase plan that details what items should be purchased by the district, building budget, or special education budget.
- E. Other intervention information as appropriate.

8.23 Recordkeeping

One-half of the November inservice day will be a recordkeeping exchange day. Members may use these 3.75 hours, as needed, for recordkeeping throughout the year.

8.24 Student-Initiated Credit Flexibility Plans

8.2401 The district will offer credit flexibility options to students in grades 9-12 beginning in the 2010-2011 school year in accordance with Ohio law. A student desiring to use a credit flexibility option must submit a plan for approval. Each plan, other than a plan for an online course offered by a provider that is on the district approved provider list, will be reviewed by a panel consisting of an administrator, a school counselor and a teacher or teachers licensed to teach the course or courses for which the student wants flexible credit. A member serving on such a panel to approve a plan or to hear an appeal for approval of a plan will be compensated at the modular pay rate listed in Section 6.09 for all panel work required outside the regular member work day or during the member's planning period.

8.2402 All work of approving credit flexibility plans, and approving, monitoring, and assessing work under a student-initiated and district-approved credit flexibility plan shall be voluntary.

8.2403 The member will be compensated on a supplemental contract for ten (10) hours at the BA 0 hourly rate for each student on a student-initiated credit flexibility plan for which he/she is the teacher of record.

8.2404 When a Fairfield student is enrolled in an online course through Butler Tech Online, a Fairfield member will be the teacher of record unless the teacher of record is otherwise provided.

IX. LEAVES OF ABSENCE

9.01 Adoption Leave

- 9.0101 An employee may use up to twenty (20) days of accumulated sick leave for his/her personal adoption of a child up to and including five (5) years of age.
- 9.0102 If both adoptive parents are bargaining unit members, their combined use of sick leave for the purpose of adoption is limited to twenty (20) sick days total.
- 9.0103 Members who adopt may also use unpaid Family Medical Leave Act (FMLA) as applicable and as referenced in subsection 9.06 contained herein for the purposes of adoption.
- 9.0104 Members who adopt may also use unpaid childrearing leave as specified in subsection 9.03 contained herein for the purposes of adoption.
- 9.0105 Legal verification that adoption is in process or has been finalized is required.

9.02 Assault

- 9.0201 Any member who is unable to perform his/her duties due to a physical assault upon the member while performing school-related activities shall receive assault leave up to a maximum of thirty (30) days. Performing school-related activities shall be interpreted to include any actions taken by members to control, discipline or otherwise direct the behavior of individuals which disrupts a school function. This shall not include actions taken for personal reasons. Upon request, the member shall provide the Superintendent with a statement from his/her physician that the member is unable to perform the duties of his/her position due to the injury.
- 9.0202 All absences due to court appearances resulting from school related assaults shall be chargeable to assault leave.

9.03 Childrearing

- 9.0301 Unpaid childrearing leave for a newly born or newly adopted child shall be granted to a member for up to twelve (12) consecutive months. Extensions may be granted at the discretion of the Board. Members shall submit a written notice to the Superintendent not later than thirty (30) calendar days prior to the member's last workday advising the Superintendent of the date that this leave is to begin. If the Board exercises the option to non-renew the member's contract as in Section 5.0206, the unpaid childrearing leave will terminate with the end of the employee's limited contract with the District.

9.0302 Members' rights while on childrearing leave are the same as those stated for unpaid leaves of absence (9.0703).

9.0303 The Board recognizes that the granting of unpaid childrearing leave does not preclude a pregnant member from also exercising her rights to sick leave and/or an unpaid leave for personal medical reasons. Childrearing leave, sick leave and unpaid leave cannot run concurrently.

9.04 Court Appearance/Jury Duty

9.0401 When a member is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the member his/her regular pay and/or supplemental pay.

9.0402 When a member under contract is subpoenaed to serve as a witness in a school district job related court action, he/she shall be given a leave of absence with pay for the time required for such court appearance.

9.0403 When a member is involved as a party in a court action arising from his/her school district employment, he/she shall be given a leave of absence with pay for the time required.

9.0404 When a member is subpoenaed or is party in a court action other than job related, he/she shall be permitted to use personal days, apply for a day(s) without pay, or apply for unpaid leave of absence

9.05 Day Without Pay

Members may apply for and may or may not be granted up to two (2) aggregate days without pay within the school year contingent upon the following:

9.0501 The member has exhausted his/her allowable personal days.

9.0502 Days without pay may only be used in one-half (1/2) or full day increments.

9.0503 Except for a verified emergency, a day without pay cannot be used prior to or after a holiday.

9.0504 Members must submit a day without pay form to the building principal at least three (3) days in advance of the requested day(s). (See Appendix G)

9.06 Family Medical Leave Act

The provisions of the Board Policy and related regulations regarding the Family and Medical Leave Act (Board Policy GBR and Regulations GBR-R) as they exist upon the effective date of this agreement shall apply to the members of the bargaining unit. This policy will be maintained in the files of the Association President, Assistant Superintendent, and in all school buildings. Both paid leaves of ten (10) or more consecutive days and unpaid leaves of absence (including childrearing) and Family Medical Leave Act leave shall run concurrently, if applicable.

9.07 Leave of Absence, Unpaid

9.0701 To be considered, members applying for an unpaid leave of absence shall:

- A. Verbally advise the administration as soon as possible if an application for leave of absence is being considered.
- B. Apply for such leave of absence in writing indicating the value of such leave to him/herself and/or the school system by completing and submitting the Application for Unpaid Leave of Absence (Appendix W).
- C. Examine the Optional Retirement System Purchase of Service Waiver (Appendix X), if applicable, and decide whether or not to agree to the waiver.

9.0702 When reviewing a request for an unpaid leave of absence, the Board will consider the value of the leave to the member and the school system, as well as any potential costs associated with the unpaid leave of absence, including, but not limited to, the possible future cost of service credit purchase, or the waiver and agreement not to purchase or attempt to purchase service credit for the period covered by the unpaid leave (Appendix W).

9.0703 A member may or may not be granted an unpaid leave of absence for part or all of a school year upon approval of the Board of Education. If illness or other disability of the member is the reason for the request, unpaid leave shall be granted for a period of not more than two (2) consecutive school years.

9.0704 If an unpaid leave of absence is granted, the following shall apply:

- A. A member on an unpaid leave of absence may choose to continue participation in all insurance plans by remitting the premium to the Treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance.

- B. The term of the member's contract shall not be extended by leave in the event that a member's limited contract expires while on leave. The member's contract will be renewable or non-renewable in accordance with O.R.C. and this Agreement.
- C. All other benefits provided in this contract cease while on an unpaid leave of absence.
- D. A member's return date from an unpaid leave of absence shall coincide with the beginning of the next academic term unless a different time of return is mutually agreed to by the member and the administration.
- E. If a member on a first year leave notifies the Superintendent or designee of his/her intent to return on or before March 1, he/she shall be returned to his/her previous assignment; otherwise he/she shall be returned to a position for which he/she holds certification. Members on a second consecutive year of unpaid leave shall be returned to a position for which he/she holds certification.

9.08 Maternity Leave

Female members may use accumulated sick days and/or personal days on an as needed basis during pre-natal period. Immediately following the date of delivery female members may use their accumulated sick days and/or personal days for any scheduled workdays during the period of fifty-six (56) calendar days immediately following the date of delivery. The member is expected to return to work at the conclusion of the fifty-six (56) calendar day period unless the use of additional accumulated sick days is required by the attending physician's written direction or if the member requests and is granted an unpaid childrearing leave of absence.

Members who do not have sufficient accumulated sick days and/or personal days to cover the workdays in the fifty-six (56) calendar day period immediately after the date of delivery and are unable to return to work must apply for an unpaid childrearing leave of absence until released by the attending physician. Release by the attending physician does not preclude the member from being granted an initial or extension to an unpaid childrearing leave of absence.

9.09 Military Leave

Military leave shall be as provided in O.R.C. 3319.13 and 3319.14. The Board may suspend the contract of the replacement teacher whose services become unnecessary because of the return of a teacher from service in the uniformed services. If the replacement teacher has been employed under limited or continuing contract for two years or more with the Board, such contract suspension shall be in accordance with the procedures of Article IX.

9.10 Personal Business Leave

Member attendance is important to the teaching/learning process. The district is judged on its effectiveness in part by member attendance. Individual buildings may also be judged in part by this standard. Members should use personal business leave judiciously and in accordance with the guidelines listed in this section.

9.1001 A member by contract is permitted three (3) personal leave days each school year. A personal leave day is defined as a day to transact business or other personal matters that are not covered by the sick leave policy or cannot be done outside the workday. On days immediately before or after a vacation or holiday, personal leave days may only be used if needed because of verified emergency conditions affecting the member at the sole discretion of the Superintendent or designee. The emergency conditions must be described either in writing or in a personal conference with the Superintendent or designee.

9.1002 Members who request personal business days during the months of May or June must indicate, in writing, their reason for making this request. Acceptable reasons are as follows:

- A. Specified emergencies of a serious nature.
- B. Deaths in the family that would not be covered by sick leave policy.
- C. Sickness in the family that would not be covered by sick leave policy.
- D. Specified business transactions that cannot be conducted at any other time than during school hours.
- E. Wedding of the member or a member of the immediate family as specified for use of sick leave.
- F. Graduation ceremony of the member or a member of the immediate family as specified for use of sick leave.
- G. Other specified reasons approved by the Superintendent or designee.

9.1003 Request for Personal Leave (Appendix D) will be submitted to the principal at least three (3) days in advance of the requested date. The three (3) day limitation may be waived in the event of a confirmed emergency.

9.1004 The number of members on personal/professional leave in a building on any one day may be restricted to a number equal to twenty percent (20%) of the professional staff of the building.

9.1005 A personal leave day may be used in one-quarter (1/4) day increments.

9.1006 Whole and partial days of unused personal leave will be converted to sick leave on a one (1) to one (1) ratio as of June 30 of each year.

9.11 Professional Leave

9.1101 Professional leave is defined as leave for attendance at professional meetings of a relatively short duration such as conferences, workshops, or seminars, for visitation to other schools within a reasonable distance; or for other professional growth opportunities. Professional leave may be granted to members who are required to attend college-level classes on conference nights. Submission of Appendix F-3 and proof of class attendance is required.

9.1102 Members are encouraged to develop professional growth plans which are based on district, building, and student needs, as well as identified professional growth needs.

9.1103 The "Request for Professional Leave" form included as Appendix F will be submitted through the principal to the Superintendent or designee as far in advance of the requested day as possible, but at least five (5) days in advance of the requested leave.

9.1104 Members may be granted professional leave if:

- A. the request is directly related to their assigned duties as a member and is designed to improve the member's performance in their assigned duties, and/or.
- B. the request is directly related to the member's professional growth plan as described in 9.1102 above.

9.1105 Reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized (See Appendix F-1). However, professional leave requested which includes expenses other than a substitute may also be authorized with partial reimbursement for expenses or without reimbursement for any expenses.

9.1106 Attendance is required at the professional meeting or activity for which professional leave has been granted.

9.1107 The number of members on professional/personal leave in a building on any one day may be restricted to a number equal to twenty percent (20%) of the professional staff of the building.

9.12 Sabbatical

9.1201 Sabbatical Leave is defined as "leave of absence for professional growth." Sabbatical leave plans will generally be based upon college coursework. Such plans must include: a statement as to the specific intent for the leave; college/university to be attended; specific coursework to be taken within a stated time

frame; and a proposed schedule for completion of coursework. Sabbatical leave plans which include college/university coursework which can be obtained in the evening and/or during the summer will not be considered.

Sabbatical leave plans which are not based upon college coursework must include a detailed explanation of the intended professional growth experience, a statement as to the specific intent for the leave, and a description of how such professional growth will benefit the applicant and the school district.

Either type of sabbatical leave plan must include a specific plan for implementation of the new learnings acquired by the member upon return to the district. Either type of plan which requires the member to relocate for the duration of the sabbatical leave must state the specific reason for the relocation and why the same professional growth experience cannot be obtained within the tri-state area. Either type of plan which includes a career change within the field of education will be considered; plans which are structured to make a career change into a field outside of education will not be considered.

9.1202 The Sabbatical Selection Committee

- A. One (1) member and one (1) administrator from each school building shall comprise the Selection Committee.
 - (1) The Superintendent will designate the administrators.
 - (2) The FCTA President will designate the members.
 - (3) The Selection Committee will elect a Chairperson from its membership.

- B. Two-thirds (2/3) committee membership constitutes a quorum. However, approval of an application shall be by majority vote of the entire membership of the committee.

- C. The Superintendent or designee is a non-voting "ex officio member," except he/she shall vote to break a tie vote among the other members of the committee.

9.1203 Qualifications for Sabbatical Leave:

- A. Sabbatical Leave may be granted:
 - (1) To a member who has completed seven (7) years of actual service in the Fairfield City School District. Sabbatical leaves may not be granted more frequently than once every five (5) years, and;
 - (2) To no more than five percent (5%) of the professional staff at any one time. Qualified applicants who have not been granted a previous sabbatical leave shall have priority over applicants who have had a previous sabbatical leave in applying the five percent (5%) limitation.

- B. Length of leave must correspond to the academic term used in the school building from which the applicant requests the leave. Leaves must be for a continuous period and must be a minimum of one academic term, but no longer than twelve (12) calendar months.
 - C. The Sabbatical Leave recipient must resume employment with the Fairfield School District for the subsequent academic year.
- 9.1204 Written application for leave must be submitted to the building principal at least ninety (90) days prior to the beginning date of the Sabbatical Leave (See Appendix R).
- A. Applicant may be requested (or may request) to appear before the Selection Committee.
 - B. The application will either be rejected or recommended to the Superintendent by the Selection Committee. If recommended, the Superintendent will present the application to the Board for consideration at its next regular meeting and will notify the applicant of the Board's decision. The committee's rejection of an application shall be final and not subject to the grievance process; however, applications may be resubmitted to the Selection Committee.
 - C. Prior to the beginning date of the Board-approved leave, the applicant will execute the form provided for the approval of Sabbatical Leave (See Appendix S).
 - D. Assignment upon return will be made to the position previously held to the extent practicable.
 - E. The applicant must submit written evidence to the Sabbatical Selection Committee that the Sabbatical Leave plan was followed within sixty (60) days after the conclusion of the leave.
- 9.1205 **Employment Status of Sabbatical Recipients:**
- A. The recipient remains a regular certificated member of the Fairfield School District.
 - B. The recipient's compensation while on leave will be the difference between the recipient's regular base salary and the base salary from the teacher's salary schedule at Bachelors, step 3. Compensation will be paid in accordance with the pay periods specified in this Agreement. All salary received while on leave will be refunded to the Board if the applicant does not resume employment with the Fairfield School District for one (1) academic year.
 - C. The benefits and privileges accruing to all other certificated members -- not in violation of the Ohio Revised Code -- will also accrue to the sabbatical recipient, namely:

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- (1) Payroll deductions will be made.
- (2) State Teachers' Retirement System payments will be based on the actual salary received.
- (3) Accrued service will be credited on the salary schedule.
- (4) All insurance will be maintained.
- (5) The recipient is eligible to participate in the professional staff development program.
- (6) The recipient will continue to accrue sick days.

9.13 Sick Leave

9.1301 Members are considered to be under contract for twelve (12) months.

9.1302 Each member shall be granted 1.25 days per month for each month of each year following employment. Accumulation of sick leave shall be a maximum of three hundred and thirty (330) days.

9.1303 Members may use their sick leave benefits when there is personal illness, a medical/dental appointment, *pregnancy, **adoption, injury, death or an emergency to a member of their immediate family. Immediate family consists of the employee's spouse, parents, children, sister, sister-in-law, daughter-in-law, brother, brother-in-law, son-in-law, grandparents, grandchildren, stepparents, stepchildren, spouse's parents, spouse's grandparents. Other persons living in the same household will be considered "immediate family." For the purposes of bereavement, members may use up to two (2) days per year for any family member, good friend, or neighbor. These days may be used in one-quarter (1/4) day increments. The two (2) day bereavement limitation may be waived by the Superintendent or designee. The following relationships are not subject to the annual paid bereavement leave limits: employee's spouse, employee's parents, and employee's sister, brother, children/stepchildren and other persons living in the same household. For the purposes of bereavement, members may also request the use of paid personal leave days and days without pay in addition to the bereavement limits stated herein and subject to language governing the use of personal days and days without pay contained in sections 9.10 and 9.05 respectively.

(*See Item 9.08 above for maternity leave parameters.)

(**See Item 9.01 above for adoption leave parameters.)

9.1304 If a member is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave balance, in an effort to avoid salary deduction, the following policy will prevail:

- A. A deficit of not more than five (5) days may be debited against anticipated accumulative sick leave.
- B. No debit will be for a period extending beyond August 31.

- C. No deficit will be permitted after one (1) year of employment except by permission of the Superintendent or designee.
- D. If a member's employment is terminated while he/she still has a debit sick leave, a deduction will be made from the final paycheck to balance the sick leave account.

9.1305 Sick leave will be deducted in minimum increments of one-quarter (1/4) day, based upon individual's workday (See Appendix E).

9.14 Sick Bank, Voluntary

The purpose of the Voluntary Sick Bank (hereinafter referred to as the "Bank") is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted, and more specifically, to provide such leave from the Bank in cases of prolonged illnesses. The Bank rules and guidelines are as follows:

9.1401 **Voluntary Sick Bank Committee**

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Fairfield City School District will keep the records. This committee shall be empowered to adopt rules and regulations for participation in and operation of, and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee," (hereinafter referred to as the "SBC"). The SBC shall be composed of the following five (5) persons:
 - (1) The Superintendent of Schools of the Fairfield City School District or his/her designee.
 - (2) The President of the Fairfield Classroom Teachers' Association or designee.
 - (3) The Treasurer of the Fairfield City School District or designee.
 - (4) Two (2) bargaining unit members. These members are to be appointed by the Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One (1) of the three (3) bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

- D. The SBC will be responsible for developing the forms needed to operate the Bank and to provide all written documentation for participation of members of the bargaining unit in the Bank (hereinafter "members") and use of sick days from the Bank.

9.1402 Enrollment

- A. Enrollment in the Bank by members will open on April 1 of each school year and end September 30 of each school year, or will open during the first four (4) weeks following the first day of employment for any members employed after September 30.
- B. The Bank will become operational only after forty percent (40%) or more of the members of the bargaining unit have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The individually required number of days is set forth in subsection 9.1404 C below.

9.1403 Membership

The Bank shall be established for all members who indicate their desire to participate by contributing the individually required number of days as indicated in subsection 9.1404 C below.

9.1404 Guidelines

The Bank shall be administered by the SBC in accordance with the following provisions:

- A. The Bank may be used only by the individual contributor for his/her personal illness.
- B. Days from the Bank may be used only for those workdays that the individual contributor is employed under a Regular Teacher Contract (limited or continuing).
- C. Any member desiring to participate in the Bank will initially donate one (1) day of his/her accumulated sick leave to the Bank. Additional days will be requested by the SBC as required by the following subsection 9.1404 D. All sick leave days donated to the Bank by members must be acknowledged in writing by the donating member. (See Appendix O.)
- D. If the number of days in the Bank falls below fifteen (15) days prior to May 31 of any year, each participator will be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. If a member has used all his/her sick leave, the additional day will be donated as soon as new sick leave is granted.
- E. All days once donated to the Bank become the property of the Bank.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- F. The maximum aggregate dollar expenditure during each school year is \$20,000.00.
- G. All requests to receive grants from the Bank must be submitted in writing to the SBC on a prescribed form (See Appendix P.). The earliest effective date shall be the date that the form (See Appendix P) is received by the SBC.
- H. Any member submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements. If a member is physically unable to submit the form, the forms may be submitted by a proxy.
- I. A member will not be able to withdraw days from the Bank until his/her own accumulated sick leave is exhausted.
- J. Days granted from the Bank can only be used for extended illness (including terminal illness or medical condition which requires the member to apply for STRS disability retirement) or disability. (The SBC will generally consider an extended illness or disability one that involves ten [10] or more consecutive working days missed.)
- K. Periodic reviews by the SBC of all Bank uses will be made. No use may extend more than ten (10) working days without approval of the SBC.
- L. Days granted from the Bank may not be granted for the period of disability when monies are paid to the member under the Workers' Compensation Law.
- M. Days granted will be reimbursed at one hundred percent (100%) of the member's daily rate.
- N. The SBC will review and present to the Fairfield City School District Treasurer's office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the committee. This information should be received by the Treasurer's office on the same day the service records are received from the building principals. The committee will also make its decision known to the applicant within this ten (10) day period.
- O. Sick Bank days shall not be used during summer school employment or for family illness privileges granted in this agreement.
- P. The SBC may not at any time grant or approve use of more sick leave days than have been donated to the Bank by members.

- Q. The Treasurer may deny the use of Sick Bank days if the SBC has not furnished adequate documentation as to the number of days in the Bank, or the names of the members who have donated days, or the number of days each member has donated, or the annual expenditure limit has been met.

- R. Forms to be used in requesting days from the sick bank will be found in Appendices O and P of the collective bargaining Agreement.

9.1405 Appeal Board

- A. An Appeal Board will be established composed of the following six (6) persons:
 - (1) The Superintendent or designee.
 - (2) The Association President or designee.
 - (3) Four (4) members will be appointed - two (2) each by the Superintendent and the Association President.
 - (4) No appointed member of the SBC may at the same time be a member of the Appeal Board.

- B. The Association President or designee will act as chairperson of the Appeal Board.

- C. If a request for use of personal sick leave days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.

- D. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

- E. The Voluntary Sick Bank and the decisions of the SBC and Appeal Board are excluded from the Grievance Procedure.

9.1406 Member's Agreement

- A. A member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to request a second medical opinion and/or to limit the number of days granted.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- B. A member who has used days from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all days have been paid back. If a member:
- (1) leaves the employment of the District before the total number of days is paid back, then the remaining days owed will be deducted from the member's total accumulated sick leave at that time. However, at no time will the equivalent of remaining days be deducted from a member's salary.
 - (2) dies before all days owed are paid back, the balance owed will be canceled.
 - (3) retires before all days owed are paid back, the balance owed will be deducted from any accumulated sick days prior to calculation of severance benefits.
 - (4) remains a member of this bargaining unit and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank will be deducted the same as if the member were continuing to be an active member.

Repayment will begin with the school year immediately following withdrawal of days from the Bank.

- C. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to defend, indemnify and hold harmless the Fairfield City School District Board of Education, the Fairfield Classroom Teachers' Association, the Sick Bank Committee, the Appeal Board, and all of their employees and agents for any loss that may be sustained as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

- D. When a member donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

9.15 Priority of Contract

It is the intention of the parties to this agreement that the provisions of this Article shall govern leaves. It is the intention of the parties that the provision of this Article shall supercede and replace sections 3319.13 and 3319.14 (except military leave provisions which shall apply as provided in 9.09 above), 3319.131, 3319.141, and 3319.143 of the Ohio Revised Code, except as such statutes are specifically referenced as included in this Article IX.

X. PROFESSIONAL GROWTH

10.01 Local Professional Development Committee (LPDC)

10.0101 There shall be one (1) LPDC which shall function on a district-wide basis.

10.0102 There shall be nine (9) members of the LPDC; five (5) teachers and four (4) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22(C)(3), R.C., and the Superintendent shall choose and appoint the administrative members. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

10.0103 Committee members shall serve a two (2) year term except during the first two (2) years of its existence. During the initial term, three (3) teacher representatives as designated by the Association shall serve a three (3) year term and two (2) teacher representatives as designated by the Association shall serve a two (2) year term. Two (2) administrative members as designated by the Superintendent shall serve a three (3) year term and two (2) administrative members as designated by the Superintendent shall serve two (2) year terms.

10.0104 Meetings of the LPDC shall be scheduled at least quarterly. Additional meetings may be scheduled as required. The LPDC may schedule meetings using a mixture of work time and time outside the normal student instructional hours at the convenience of committee members.

10.0105 The responsibilities of the LPDC shall be as set forth in Section 3319.22(C)(1), R.C., and as may be set forth in rules establishing the standards and requirements for obtaining educator licenses as set forth by the State Board of Education and approved by the Ohio General Assembly.

10.0106 The LPDC shall develop its standards, by-laws, operating procedures, appeals process for any member whose individual professional development plan or whose execution of that plan is not approved by the LPDC, forms, etc. in concert with any rules, regulations, standards and requirements which may be issued by the State Department of Education.

10.0107 The LPDC standards, by-laws, operating procedures, forms, etc., shall be submitted to the Board and the Association for comment prior to adoption.

10.0108 For work outside the contractual work day, the rate of pay for the Association members at an authorized LPDC function shall be at the rate of bargaining unit members as set forth in Article VI, Section 6.10.

10.0109 The member who appeals an LPDC disapproval shall have the right to an Association Representative of his/her choice at any step of the appeals process.

10.0110 Decisions of the LPDC are not subject to the Grievance Procedure.

10.02 Member Evaluation

* **See the Attached Memorandum of Understanding Regarding Member Evaluation**

~~10.0201 Member performance is the key to a strong educational program. Member evaluation is an ongoing process which shall be conducted in a manner which provides for maximum professional growth. The formal evaluation should include all aspects of the member's service and not just observations and reports. Formal evaluations may be under the traditional process (10.03 and 10.04) or the veteran member alternative evaluation process (10.0203).~~

~~10.0202 The provisions of this Article are intended to fully replace and supersede the evaluation procedures of O.R.C. 3319.11 and 3319.111 and that the evaluation procedures of O.R.C. 3319.11 and 3319.111 do not apply to the members of this bargaining unit. Evaluations are not subject to the grievance procedure. However, failure to follow the evaluation procedure may be grieved.~~

~~10.0203 **Veteran Member Alternative Evaluation Process**~~

~~As an alternative to the traditional member evaluation process (10.03 and 10.04), a veteran member may be evaluated as follows:~~

~~A. Eligibility~~

~~All experienced members with or without tenure will be eligible for an alternative evaluation process if they meet the following criteria:~~

- ~~(1) If a member on a limited contract has received two successive two year contracts and is not requesting continuing contract status in that year, he/she would be eligible for the alternative evaluation process, upon administrative agreement.~~
- ~~(2) If a member has tenure, he/she would be eligible for the alternative evaluation process upon administrative agreement.~~

~~B. Time Line~~

- ~~(1) Upon receiving notification that he/she will be evaluated during a particular school year, any member who is eligible for evaluation under the alternative evaluation process as defined herein and who wishes to participate in the alternative process must notify the primary evaluator within ten (10) calendar days of the member's initial notification~~

~~of evaluation through completion and submission to the primary evaluator of the Request to Participate in an Alternative Evaluation Process form (Appendix K-6).~~

- ~~(2) — Upon receipt of such form, the primary evaluator will schedule a conference with the member on or before October 1st to review the requirements of the alternative evaluation process, discuss which process the member wishes to pursue, and determine whether or not the member is approved for the requested alternative process. If so approved, the member and evaluator will proceed within the parameters of the chosen alternative process. If not approved, the member will be directed to the traditional evaluation process as defined in 10.03 and 10.04 of this agreement.~~
- ~~(3) — If the member choosing an alternative evaluation process is on a limited contract and said contract expires at the end of the school year in which the member is being evaluated, all evaluation activities, forms, and conferences must be completed by the member and administrator on or before April 10th of the year in which the member's contract expires.~~
- ~~(4) — If the member choosing an alternative evaluation process has continuing contract status, all evaluation activities, forms, and conferences must be completed by June 1st of the school year in which the member is being evaluated.~~

~~C. — Alternative Processes~~

~~(1) — Option 1: Focused Professional Growth~~

~~— The member will select one domain from the “Components of Professional Practice” and corresponding rubrics entitled “Level of Performance” by Charlotte Danielson (*Enhancing Professional Practice*, 2006 edition with amended Domain 4, component 4d and new 4g). With administrative approval, this domain will be the focus of the member's efforts towards professional growth by completing the steps noted below. It is noted that the member may not select the same domain for two consecutive evaluations.~~

~~i. — Domain 1 Planning and Preparation~~

~~Members choosing Domain 1 must submit the Planning and Preparation Narrative Form (Appendix K-4A) to the primary evaluator at an agreed upon meeting date. Other items specific to Domain 1 and as listed in the second paragraph of 10.0302 may also be requested by the evaluator or voluntarily submitted by the member at that meeting. An evaluation conference will be held as noted in 10.0305.~~

~~ii. — Domain 2 The Classroom Environment~~

~~Members choosing Domain 2 will be observed by the primary evaluator for a minimum of one observation for no shorter than thirty (30) consecutive~~

~~minutes. Within two (2) work days after the observation(s), the member will submit the completed Classroom Environment Narrative Form (Appendix K-4B) to the primary evaluator. A post observation conference between the member and the evaluator shall be held after the observation(s) at the request of either party in accordance with 10.0304. An evaluation conference will be held as noted in 10.0305.~~

~~iii. Domain 3 Instruction~~

~~Members choosing Domain 3 will be observed by the primary evaluator for a minimum of one observation. Within two(2) work days after the observation(s), the member must submit the Instructional Narrative Form (Appendix K 4C) to the primary evaluator. A post observation conference between the member and the evaluator shall be held after the observation(s) at the request of either party in accordance with 10.0304. An evaluation conference will beheld as noted in 10.0305.~~

~~iv. Domain 4 Professional Responsibilities~~

~~Members choosing Domain 4 must submit the Professional Responsibilities in Practice Form (Appendix K) in accordance with 10.0302. Members must also submit Professional Responsibilities — Reflecting on Teaching Form (Appendix K 4D) to the primary evaluator at an agreed upon meeting date. Other items specific to Domain 4 may also be requested by the evaluator or voluntarily submitted by the member at this meeting. An evaluation conference will then be held as noted in 10.0305.~~

~~Documentation by the administrator for inclusion in the member's personnel file will include completion of the selected domain's section on the adopted evaluation form (Appendix K 3, pages 1 and 2), completion of the rubric corresponding to the selected domain, and attachment of all completed forms applicable to the selected domain.~~

~~The results of this alternative process are final and are not subject to the grievance process.~~

~~(2) Option 2: Individualized Professional Growth Project~~

~~i. The member will develop an Individualized Professional Growth Project (Appendix K 5A) based on one domain or component from the "Components of Professional Practice" and corresponding rubrics entitled "Level of Performance" by Charlotte Danielson (*Enhancing Professional Practice*, 1996~~

edition with amended Domain 4, component 4d and new 4g). It is noted that the member may not select the same domain or component for two consecutive evaluations.

- ii. — It is intended that the proposal detail a project which addresses a particular need, provides a new resource, and/or charts a new direction within the department, school, and/or District at large. This proposal will be presented the primary evaluator on or before October 15th for individualized professional development.
- iii. — At a meeting to be held within 15 calendar days from receipt of the plan, the member and administrator will review the plan. This meeting will allow the member to explain his/her intent behind the plan as developed. In addition, the administrator will utilize the meeting as a time to grasp an understanding of the plan, as questions, suggest revisions, and so forth.
- iv. — Within five (5) calendar days after this meeting, the administrator will provide written response to the member as to whether the plan is acceptable as written, is in need of revision, whether the member is reassigned to the Focused Professional Growth option as defined herein, or whether the member is assigned to return to the evaluation process as noted in 10.03 of this agreement. If the plan is in need of revision, the member must complete the required revision(s) and resubmit the plan to the evaluator within five (5) calendar days of the administrator's communication of the need for revision.
- v. — Upon approval of the Individualized Professional Growth Plan by the evaluator, it is the member's responsibility to initiate work and sustain ongoing efforts towards completion of the plan.
- vi. — At minimum, one mid year conference will be held on or before February 15th between the evaluator and the member to review progress made towards completion of the plan. In preparation for the mid year conference, the member will complete the Mid Year Report (Appendix K 5B) and bring it to the conference. This report will be the basis for discussion between the member and the evaluator about the member's progress in completing the plan.
- vii. — After the conference, the evaluator will complete the "Evaluator Summary" portion of this Report (Appendix K 5B) and return the report to the member.

~~The member will take note of the evaluator's summary and adjust efforts towards plan completion accordingly. This requirement of the minimum of one conference is not intended to negate the possibility for additional conferences to be held either at the request of the member or the evaluator in an effort to contribute to the successful completion of the plan.~~

~~viii. — A final conference will be held between the member and the evaluator on or before April 10th for members whose limited contract expires at the end of the school year in which the member is being evaluated, or on or before June 1st for members on continuing contract status. The member will bring the completed Final Report (Appendix K-5C) to this meeting and it will be used as the basis for discussion in this conference. The evaluator will complete the "Evaluator Summary" section of this form within five (5) calendar days of the date of this final conference. As part of this summary, the evaluator will note whether or not the plan was successfully completed by the member.~~

~~ix. — Documentation by the administrator for inclusion in the member's personnel file will include completed copies of the forms/reports associated with this alternative process, including but not limited to, those forms/reports in Appendices K-5A, K-5B, and K-5C.~~

~~x. — The results of this alternative process are final and are not subject to the grievance process.~~

10.03 The Traditional Process of Member Evaluation

*** See the Attached Memorandum of Understanding Regarding Member Evaluation.**

~~10.0301 The principal, assistant principals, and, as needed, administrative personnel assigned by the Superintendent or designee, have the responsibility and authority for evaluating the member's performance. It is agreed that the elements of teaching expressed as the "Components of Professional Practice" and corresponding rubrics entitled "Level of Performance" by Charlotte Danielson (*Enhancing Professional Practice*, 1996 edition with amended Domain 4, component 4d and new 4g) and the position's job description will form the basis of the evaluation standards. The Superintendent or designee(s) will adapt the application of the components and rubrics referenced above for those members who do not hold classroom teaching positions. The adapted application of the components and rubrics will be discussed with the member at the pre conference prior to the onset of observations. The Superintendent will oversee the preparation of guidelines to direct the use of these standards in the~~

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

evaluation process. Annually, the Association President or designee and the Superintendent or designee will review the administrative guidelines and adaptations referenced in this section.

~~10.0302 On or before September 15th of the school year, all members to be evaluated shall be notified by the primary evaluator and shall be advised of the evaluation procedures and the evaluation/observation instruments (Appendices K through K-3) with appropriate job description attached. They shall also be made aware of the individual(s) who will be initially observing and evaluating their performances.~~

~~In addition, prior to the onset of observations, a pre-conference will be held between the primary evaluator and the member, at which the member will provide the following items to be reviewed by the administrator: lesson plans, gradebook/monitoring system, discipline plan and documentation, intervention documentation, other items specific to school or assignment.~~

~~On or before October 15th of the year a member is being evaluated, the member must complete and submit the Professional Responsibilities in Practice form (Appendix K) to the primary evaluator(s). While this form is only required to be completed once each evaluation year, members may supplement Appendix K with additional evidence on or before December 1st for fall evaluations and on or before February 1st for spring evaluations.~~

~~10.0303 Observations shall be made for all members being evaluated. When observing for the purpose of the formal written evaluation, no observation shall be less than thirty (30) minutes, and no formal observation shall be conducted within the first three (3) week(s) of the beginning of a school year. This paragraph does not preclude other visitations of shorter duration. Prior to one observation in each formal evaluation, the member must complete and submit one Pre Observation Narrative (Appendix K-1) to the primary evaluator. Within two (2) work days after the observation for which the Pre Observation Narrative is submitted, the member must complete and submit the Post Observation Reflection (Appendix K-2) to the primary evaluator. The submission of the Post Observation Reflection is required regardless of whether an observation conference is requested per 10.0304.~~

~~10.0304 A post observation conference between the evaluator and the member shall be held after each observation at the request of either party. Such request shall be made within five (5) calendar days after the observation. If a post observation conference is requested, it shall be held within ten (10) calendar days after the request. However, there shall be a post observation conference for Entry year Teachers within fourteen (14) calendar days after the first observation of the school year.~~

~~10.0305 An evaluation conference between the evaluator and the member shall be held in conjunction with each written evaluation to discuss the member's performance. The member shall be provided a copy of the completed evaluation form (Appendix K-3) and relevant observation notes, if any. All observation notes~~

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

and copies of the completed forms noted in 10.0302 and 10.0303 above (Appendices K to K-2) shall be attached to the original and all copies of the evaluation.

~~At the close of the evaluation conference, the member shall sign the evaluation form signifying that the documents have been read and the conference has been held. The member will be given the opportunity to respond to the evaluation both verbally and in writing within fourteen (14) calendar days of each evaluation conference. For the purposes of this Article (10.0305), the term calendar day shall not include legal holidays or days included in the district's Thanksgiving, winter or spring recesses. A member's written statement, if any, will be included in or attached to the original and all copies of the evaluation.~~

~~10.0306 If a deficiency in the member's performance is noted on the evaluation form, a written plan for improvement and written timetable containing a reasonable amount of time to help correct the deficiency will be developed by the primary evaluator with input from the member. This plan for improvement shall include specific recommendations regarding any improvements needed in the performance of the member being evaluated and regarding the means by which the member may obtain assistance in making such improvements. This plan for improvement shall be attached to the original and all copies of the evaluation form. The member placed on a plan for improvement may request and will be granted up to two (2) half days of release time in order to work on the plan. The member will also be granted, upon request, a peer to assist him/her with the plan, subject to the agreement of the peer selected and the approval of the evaluator. The peer will be granted, upon request, up to two (2) half days of release time as well in order to assist the member. If a peer is unwilling to serve, or not approved by the evaluator, the member may select another peer, subject to the approval of the evaluator. The failure/inability to select or provide an appropriate peer shall not be a procedural error in the event of subsequent nonrenewal of the member under Section 5.0206.~~

~~10.0307 Either the member or the primary evaluator may request one additional evaluation by an independent evaluator assigned by the Superintendent or designee. Said independent evaluation shall be in addition to and shall not take the place of the evaluation completed by the primary evaluator. An independent evaluation shall not result in a plan for improvement.~~

~~10.0308 After review by the Superintendent or designee, the original evaluation, including required attachments, shall be placed in the member's personnel file and will remain there unless removed by mutual agreement as specified in Article 8.1006B. When the evaluation has been completed, a copy will be retained by the member and the principal/immediate supervisor.~~

~~10.0309 The Board and the Association will offer orientation and training each year not later than the last week of September for all members being evaluated that school year.~~

10.04 Traditional Member Evaluation Schedule

* See the Attached Memorandum of Understanding Regarding Member Evaluation.

~~10.0401 First year non tenured members holding limited contracts will receive at least two (2) formal written evaluations. There shall be two (2) observations for each formal evaluation. There shall be a post-observation conference for Entry year Teachers within fourteen (14) calendar days after the first observation of the school year. The first set of observations and the first evaluation conference must be completed by the beginning of the December winter recess. The second set of observations must be completed between January 1 and April 1, and the evaluation conference held by April 10.~~

~~10.0402 Except as provided in Section 10.0203, all experienced members with or without tenure will receive, on a rotating basis, at least one formal evaluation. When the individual member's contract status is under consideration, the member evaluation process and schedule, as stated in items 10.03 and 10.0401 above, shall be followed, except that a member on a limited contract who has received two (2) successive two-year contracts and who has not requested continuing contract status in that year, will receive a minimum of one formal evaluation, as stated in 10.03 and 10.0401 above, in the last year of his/her limited contract. However, if the principal or other evaluator decides that any such member should only receive one formal evaluation in the last year of his/her limited contract, that member may not be nonrenewed at the end of that limited contract.~~

~~10.0403 Other formal evaluations may be conducted:~~

- ~~A. — if the building principal or Superintendent or designee deems necessary;~~
- ~~B. — if the member requests a formal evaluation, has a new assignment, or has been assigned to another building.~~

10.05 Maintaining Credentials

10.0501 It is the responsibility of the individual staff member to maintain her/his professional credentials, which now requires a periodic BCII/FBI criminal background check, and nothing herein should be read to imply any diminution or shift of that responsibility. It is in the mutual interest of the Board and the Association to assist certificated staff by raising their awareness of the requirements for maintaining credentials.

10.0502 The personnel office will include on the "intent form" which is distributed to staff each year, a statement indicating the necessity of maintaining a current, valid certificate/license and the required BCII/FBI criminal background check. The "intent form" will also include the address of the ODE website where information regarding their individual certification/licensure can be found and a statement advising staff members that the personnel office may not have the latest information.

10.0503 An electronic mail message will be sent to each staff member in September, reminding them of the necessity of maintaining a current/valid certificate/license and updating his/her BCII/FBI criminal background check. A link to the ODE website mentioned in 10.0502 above will also be included in the electronic mail notification. This electronic mail message will be posted in the "news" section, as well as transmitted to each staff member's e-mail address.

10.0504 The personnel office will include information on the necessity of maintaining credentials in the letter which is sent to staff members on leave of absence. This letter will contain information similar to that which is included on the intent form as detailed in 10.0502 above.

10.0505 In the event that a situation arises that prevents a member from renewing his/her license(s), a meeting will be held between the member and the Superintendent. Representation by the FCTA will be provided upon the member's request.

10.06 Mentoring Program for Resident Educators

10.0601 **Purpose of the Mentoring Program for Resident Educators**

The Mentoring Program is designed to meet the unique needs of a resident educator who has a valid Resident Educator license or an alternative resident educator license or of any type, or a one-year out of state educator license. Since the resident educator's first year of teaching is critical, structured mentor support and guidance will be provided in Year 1. Differentiated support will be provided in Years 2-4.

10.0602 **Definitions**

- A. Mentor: a teacher who will provide differentiated formative assistance to a resident educator. The mentor may be assigned to work one on one with a resident educator or with a cohort of resident educators.
- B. Resident Educator: a teacher employed under a Resident Educator license or alternative resident educator license of any type, or a one-year out of state educator license.
- C. Facilitator: a teacher who guides, clarifies and offers emotional, logistical and technical support to Resident Educators as they work through the Resident Educator Summative Assessment (RESA) process.

10.0603 **Selection Criteria for Mentors/Facilitators**

The mentor/facilitator must:

- A. have a minimum of five (5) years of teaching experience in the district, with recent classroom experience within the last five (5) years;

- B. hold a valid five (5) year Professional License and preferably be teaching or have taught in the same area of certification as the resident educator, unless the same area of certification/licensure is required by law;
- C. have met expectations on evaluations of teaching performance conducted by the Fairfield City Schools;
- D. possess strong interpersonal skills and good organizational skills;
- E. be competent in the areas of observation, effective feedback skills, questioning skills, and conferencing skills;
- F. be professionally ethical; and
- G. be willing to continue professional growth through participation in professional development activities on topics such as peer coaching, collaboration, building and accessing support systems and networks, reflective teaching, and such.

10.0604 Selection and Assignment Process

- A. Prior to the close of the school year, the personnel office will issue a general posting soliciting applicants to be mentors/facilitators.
- B. Members who respond to the posting will receive an application from the Superintendent or designee which shall be completed and submitted.
- C. The initial screening is to be conducted by The Mentor/Resident Educator Team consisting of two teachers appointed by FCTA and two administrators appointed by the Superintendent. The final selection and assignment will be made by the Superintendent or designee in conjunction with the building principal.
- D. Mentor/facilitator assignments shall be made as staffing requirements are met and resident educators are identified.
- E. The mentor/facilitator and resident educator shall be from the same building whenever possible.
- F. One mentor shall be assigned to each Year 1 resident educator whenever possible. Mentors assigned to a Year 2-4 resident educator may elect to be assigned to a Year 1 resident educator also.
- G. The mentor/facilitator assignment is a one-year assignment. Mentors may be assigned to resident educators in Year 1, 2 or 3 of their residencies. Resident educators needing a mentor in Years 2-3 may be assigned the same mentor as Year 1. Resident educators taking the RESA in year(s) 3 and/or 4 will be assigned a facilitator.
- H. During the first six weeks of the mentor/resident educator relationship, the resident educator may make a request to the Mentor/Resident Educator Team to work with a different mentor.

10.0605 Duties of Program Participants

- A. Mentors/Facilitators
Each mentor/facilitator will:

- (1) successfully complete all state-sponsored mentor/facilitator trainings to obtain state mentor/facilitator certification and other training sessions as applicable. The district will cover the cost of all required training sessions.
- (2) provide a copy of his/her mentor/facilitator certification to the Personnel Office to be maintained in his/her personnel file.
- (3) carry out the district-sponsored tasks necessary to implement the Resident Educator Program as described in the following sections;
- (4) collaborate in good faith with the assigned resident educator. Mentors working one on one with resident educators will meet for at least (1) one hour or one (1) planning period per week. Mentors working with a cohort of resident educators will meet a minimum of two hours per month. Facilitators will meet with resident educators as needed;
- (5) report directly to the Superintendent's designee on a monthly basis;
- (6) not be a part of the evaluation process for the resident educator as described in this contract;
- (7) assist the resident educator in the orientation to the operations of the building and his/her responsibilities; and
- (8) assume other duties as assigned.

B. Resident Educators

Each resident educator will:

- (1) seek assistance and support from assigned mentor teacher;
- (2) participate in activities of the Resident Educator Program and complete state mandated activities; and
- (3) collaborate in good faith with the assigned mentor teacher.

10.0606 Resident Educator Program Design

A. The Resident Educator Program will provide resident educators with the following:

- (1) orientation to the policies, procedures, curriculum, and instructional resources of the building and district;
- (2) observation, feedback, and support, not evaluation;
- (3) assistance in the improvement of instructional skills and classroom management;
- (4) professional development activities focusing on classroom climate, student motivation, time/stress management, learning styles, and assessment and intervention, among others;
- (5) a positive role model, learning partner, and coach; and,
- (6) professional support and networking.

B. Provisions may be made for the participation of one or more agencies, consultants, professional

associations, and teacher preparation institutions in the planning, implementation, and evaluation of the Resident Educator Program.

- C. Mentors working one on one with resident educators will meet for at least one (1) hour or one (1) planning period per week. Mentors working with a cohort of resident educators will meet a minimum of two hours per month. Facilitators will meet with resident educators as needed. Additional district level professional development activities may be held.
- D. Mentors/facilitators shall not be a part of the evaluation process as described in this contract for the resident educator.

10.0607 Compensation

- A. Mentors who work one on one with a resident educator in year one of the program shall be compensated One Thousand Two Hundred Dollars (\$1,200) for that work. Mentors who work with one or two resident educators in year two of the program shall be compensated a total of One Thousand Dollars (\$1,000) for that work. Facilitators who work one on one with a resident educator who is taking the Resident Educator Summative Assessment (RESA) in year three or four of the program shall be compensated Five Hundred Dollars (\$500) for that work. Facilitators who work one on one with a resident educator who is not taking the RESA in year four of the program shall be compensated Two Hundred Fifty Dollars (\$250) for that work. Mentor and facilitator duties automatically terminate at the end of the school year and notice of nonrenewal is not required.
- B. A substitute teacher will be provided to release the mentor and resident educator from teaching duties up to the equivalent of three (3) days per year for each to allow for consultation and assistance. A substitute teacher will be provided to release the facilitator and resident educator from teaching duties up to the equivalent of two (2) days per year for each to allow for consultation and assistance.

10.0608 Program Review/Revisions

A committee representing mentors for resident educators, resident educators, the Superintendent or designee, and the Association shall be formed at the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association President and the Superintendent.

10.07 Transition Coach Program

- A. One transition coach from the building shall be assigned by the building principal to each experienced teacher new to the building and District in order to assist the teacher during the first term of the school year in orientation to the operations of the building and his/her responsibilities. An experienced teacher new to the building who was not voluntarily transferred will be granted, upon request, a transition coach. Such requests must be received by August 15 or within five (5) working days of the date of notification, whichever is later.
- B. A teacher who is employed mid-year and is not eligible for the Resident Educator Program shall be assigned a transition coach.
- C. A teacher may not qualify to receive both the Resident Educator Program and Transition Coach Program simultaneously.
- D. The transition coach shall be paid modular pay for the hours worked up to a maximum of ten (10) hours during the first term of the school year or during a subsequent term if Item B. applies. Transition coach duties automatically terminate at the end of the school year and notice of nonrenewal is not required.
- E. The transition coach for a new school nurse shall be paid modular pay for the hours worked as follows:
 - 1. For a new school nurse with no previous school experience up to a maximum of twenty (20) hours during the first term of the school year or during a subsequent term if item B applies.
 - 2. For a new school nurse with previous school experience up to a maximum of ten (10) hours during the first term of the school year or during a subsequent term if item B applies.

Transition coach duties automatically terminate at the end of the school year and notice of nonrenewal is not required.

10.08 Administrative Intern Modular Pay

Members who hold appropriate administrative certification/licensure who are requested by the District to perform Administrative Internship duties voluntarily shall be paid at the modular rate as noted in Section 6.09 of this Agreement for all such duties performed on their non-teaching time. It is at the management's discretion to select staff who hold the proper certification to perform the Administrative Intern duties.

10.09

Master Teacher Program

10.0901 **Master Teacher Committee (MTC)**

- A. There shall be one (1) MTC which shall function on a district-wide basis.
- B. There shall be five (5) members of the MTC; three (3) Master Teachers and two (2) administrators. These numbers can be expanded by mutual agreement of the Association and the Superintendent. The Association shall choose and appoint the Master Teacher members pursuant to the guidelines promulgated by the Ohio Educator Standards Board of the ODE, and the Superintendent shall choose and appoint the administrative members.
- C. Committee members shall serve a three (3) year renewable term except during the first two (2) years of existence. During the initial term, two (2) teacher representatives as designated by the Association shall serve a three (3) year term and one teacher as designated by the Association shall serve a two (2) year term. One (1) administrative member as designated by the Superintendent shall serve a three (3) year term and one (1) administrative member as designated by the Superintendent shall serve a two (2) year term.
- D. Meetings of the MTC shall be scheduled at least quarterly. Additional meetings may be scheduled as needed. During the first year of the MTC, meetings shall be scheduled only as needed. The MTC may schedule meetings using a mixture of work time and time outside the normal student instructional hours at the convenience of the committee members.
- E. The responsibilities of the MTC shall be as set forth in the guidelines promulgated by the Ohio Educator Standards Board of the ODE.
- F. The MTC shall develop its standards, operating procedures, appeals process, forms, etc.
- G. The MTC's standards, operating procedures, appeals process, forms, etc., shall be submitted to the Board and the Association for comment prior to adoption. After adoption, the MTC shall provide training and information to all Association members.
- H. For work outside the contractual work day, the rate of pay for the Association members at an authorized MTC function shall be at the rate of bargaining unit members as set forth in Article VI, Section 6.10.
- I. Any member who believes that the processes and procedures outlined by the Ohio Educator Standards Board were not followed has the right to utilize the MTC's appeals process. No appeals will be considered based on the scoring of a candidate's application.
- J. Decisions of the MTC are not subject to the Grievance Procedure.

10.0902 **Master Teacher Applicant**

- A. All applications by members for consideration of Master Teacher status are voluntary. Members may choose to use the Master Teacher application process in order to fulfill Option 2: Individualized Professional Growth Project as set forth in 10.0203, the Veteran Member Alternative Evaluation Process.
- B. To be eligible to apply for the Master Teacher designation, educators must at least:
- (1.) hold a valid professional license or certificate;
 - (2.) have taught a minimum of seven (7) years;
 - (3.) work a minimum of 120 days during the current school year;
 - (4.) work under a teaching contract/be employed as a teacher.

Additional information may be obtained at the following site: www.ode.state.oh.us (keyword – Master Teacher).

XI. REDUCTION IN FORCE

* See the Attached Memorandum of Understanding Regarding Member Evaluation.

~~When the Board determines it is necessary to reduce the number of certified staff positions, the following procedures shall be followed:~~

~~11.01 Effective Date~~

~~The Board will establish the effective date of each reduction in force after consultation with the Association, prior to implementation.~~

~~11.02 Attrition~~

~~———— To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reduction.~~

~~11.03 Seniority~~

~~———— Reductions needed beyond those available by attrition will be made by suspending contracts. However, this section shall not alter or limit in any way the Board's ability to non-renew a limited contract. Those contracts to be suspended under RIF will be chosen as follows:~~

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

- ~~11.0301 All members in the bargaining unit will be placed on seniority lists in each teaching field for which they are certificated in the order of their seniority with the school district. Seniority will be defined as the length of continuous service in the district schools. Seniority will not be interrupted by authorized leaves of absence. Two (2) lists shall be maintained: one (1) for members holding continuing contracts and the other for members holding limited contracts.~~
- ~~11.0302 If a member applies for and receives a continuing contract before the effective date of the reduction, he or she will be added to the continuing contract list for purposes of the current reduction in force.~~
- ~~11.0303 Reductions in any area of certification will be made beginning with the member with the least seniority for that area of certification. Reductions will be made from the non-tenured list before proceeding to the tenured list. A member affected by the reduction in force will have a maximum of fourteen (14) calendar days from the date of notification to suspend his/her contract for reduction in force to notify the office of the Assistant Superintendent of his/her decision to exercise displacement rights under the contract. A member choosing to exercise displacement rights may elect to displace the least senior member in another area of certification if he/she currently holds the required certification.~~
- ~~11.0304 If a member possesses the appropriate certificate/license to displace the least senior member from a position but is not considered "highly qualified" by the State of Ohio for that particular position, the senior member may still exercise displacement rights and claim that position. However, a senior displacing member must develop a plan in conjunction with his/her immediate supervisor to become highly qualified as soon as practicable, but not to exceed two (2) years from the date he or she assumed the new position.~~
- ~~11.0305 If two (2) or more members have the same length of continuous service, seniority will be determined by:~~
- ~~A. — The date of the Board meeting at which the member was hired, and then by,~~
 - ~~B. — The date the member signed his/her initial limited contract in the district.~~
 - ~~C. — If any ties remain after (A) and (B) above, they will be broken by lot.~~
- ~~11.0306 Notwithstanding Section 7.0603(A), any member whose contract is suspended due to reduction in force and who has completed coursework prior to the effective date of the reduction, may claim any tuition reimbursement to which the member is otherwise entitled under Article VII, Section 7.06.~~

~~11.04 — Recall List~~

~~The names of members whose contracts are suspended in a reduction in force will be placed on a recall list for twenty four (24) months beginning on the first teacher workday for the school year following the reduction in force. Members on the recall list will have the following rights:~~

~~11.0401 No applicants will be employed by the Board while there are members on the recall list who are certified for the vacancy.~~

~~11.0402 Members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.~~

~~11.0403 If a vacancy occurs, and if informal contacts with the most senior person on the recall list are unsuccessful the Board will send a certified mail announcement to the last known address of the eligible members on the recall list. The certified mail notice will carry a five (5) day return endorsement if undeliverable by the U.S. Postal Service. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the district office within ten (10) calendar days of the certified announcement. The most senior of those responding will be given the vacant position. Any member who declines to accept the position will retain his/her position on the recall list. The acceptance or rejection of an offer of a part time position to a member on the recall list who had been suspended from a full time position will not remove that member from the recall list. Any member who fails to respond within ten (10) calendar days will be removed from the list.~~

~~11.0404 A member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she had at the time of layoff. (Credit for prior experience will be granted where allowed by O.R.C.) Where group insurance policies permit, a member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to members in active employment provided the member pays the group rates for such benefits per COBRA rules and regulations. All other benefits as described in this contract cease as of the effective date of the reduction in force for an affected employee except that a member who is or becomes eligible to retire while on the recall list and who actually retires from the district while on the recall list shall remain eligible for his/her severance pay, if any, in accordance with Section 7.08 upon retirement. The member's per diem rate for severance pay upon retirement shall be calculated as provided in Subsection 7.0802 based upon the member's compensation immediately prior to being placed on the recall list.~~

~~11.05 Priority of Contract~~

~~It is the intention of the parties to this agreement that the provisions of this article shall govern reductions in force. It is the intention of the parties that the provisions of this article shall supercede and replace Section 3319.17 of the Ohio Revised Code.~~

XII. COMMITTEES

12.01 Teacher Administrative Liaison

12.0101 As soon as possible in each school year, Association members will elect a Liaison Committee for each school building which will meet with the building administrators once every two (2) months or as needed by mutual consent of the parties during the regular school year to review and discuss building needs and concerns. The Liaison Committee will consist of three (3) teachers in each elementary school, five (5) teachers in the Intermediate School, five (5) teachers in the Middle School, three (3) teachers in the Freshman School, and six (6) teachers in the High School.

12.0102 There shall be, in addition to the building Liaison Committees as described in section 12.0101, a Liaison Committee consisting of three (3) special services educators to address specific special education needs and concerns. This committee shall be elected as soon as possible in each school year by special services staff and will meet with the Special Services Administrator once every two (2) months or as needed by mutual consent of the parties during the regular school year.

12.0103 Association members elected to the Liaison Committees may request that evaluations conducted during their year(s) of service on the committee be performed by other qualified administrative personnel not assigned to their buildings.

12.0104 The Liaison Committee shall be advisory only and is intended to assist the administrator and the school staff, through the process of open discussion, to address needs and concerns. The committee shall assume the responsibility for being knowledgeable about matters which relate to its function. The Liaison Committee shall not deal with issues that either Association members or the administrator believe are appropriate matters related to the Master Contract or matters that are of a personal nature. Anonymous concerns will not be addressed.

12.0105 FCTA shall conduct orientation sessions for newly-elected Liaison Committee members prior to the first scheduled liaison meeting.

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

12.0106 The Liaison Committee shall elect a Chairperson at its first meeting each year who shall:

- A. set the dates for the bi-monthly meetings in consultation with the administrator
- B. provide certified staff with the Liaison Concern Form (Appendix Q, Q-1)
- C. notify the certified personnel of the meeting dates
- D. supervise the screening of issues to determine if they are appropriate
- E. prepare the agenda
- F. give a copy of the agenda to the administrator at least three (3) days prior to the meeting
- G. conduct the meeting
- H. prepare and distribute minutes of the meetings after agreement by the administrator as to the accuracy of said minutes

Each member shall have the right to have matters placed on the Liaison Committee Agenda and all affected members shall receive copies of the minutes of the Liaison Committee meetings.

12.02 District Labor Management Committee

12.0201 A Labor Management Committee will be established to share information, facilitate communication, and discuss issues which arise between negotiations periods.

12.0202 The Association President and the Superintendent will select equal numbers of no more than eight (8) total representatives to the Committee.

12.0203 The Labor Management Committee will meet quarterly or at mutual agreement of the parties. The Labor Management Committee may schedule meetings using a mixture of work time and time outside the normal student instructional hours at the convenience of committee members.

12.0204 An agenda for each meeting will be jointly prepared by the Association President and Superintendent. Minutes of the meetings will be prepared and distributed to the membership by an Association member after agreement by the Superintendent as to the accuracy of said minutes.

12.0205 The Labor Management Committee will not have the authority to alter the collective bargaining agreement and will not discuss grievances. However, this Committee will have the authority to write interpretations of the contract (Memoranda of Understanding) and make recommendations to alter the collective bargaining agreement.

12.0206 Items which have vehicles for resolution at lower levels should not appear on the agenda unless attempts to resolve at the lower levels have not met with success.

XIII. CONCLUSION

13.01 Severability and Conflicts

If, during the term of this Agreement, there is a change in state or federal law, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, or a state or federal agency having jurisdiction, such provision shall be considered severable from this Agreement and no other provision of this Agreement shall be affected by such determination. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party. Any provision of this contract which may legally supersede federal law shall prevail. Unless otherwise specified, it is the intention of the parties that the provisions of this agreement and the rights and benefits defined herein shall supercede and replace any conflicting state laws or state rules and regulations, except where prohibited by Section 4117.10(A) of the Ohio Revised Code.

13.02 Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

13.03 Duration of Agreement Including Memorandum of Understanding

The Agreement shall be for a period of three (3) years beginning June 30, 2014 and ending June 29, 2017 except as otherwise provided herein. Memorandum of Understanding that the parties intend to continue are attached hereto and incorporated herein by reference.

Memorandum of Understanding Regarding Member Evaluation
Memorandum of Understanding Regarding Kindergarten Teachers Hired Through Federal Funds (Title I)
Memorandum of Understanding Regarding An Instructional Coach Hired Through Federal Title Funds
Memorandum of Understanding Regarding Ron Masanek
Memorandum of Understanding Regarding Teachers Performing Additional Instructional Duties During Plan Time At The Request Of The Administration For A Specific Period Of Time
Memorandum of Understanding Regarding Media Specialists' Duties

FAIRFIELD BOARD OF EDUCATION

**FAIRFIELD CLASSROOM TEACHERS'
ASSOCIATION**

By: _____
Jerome Kearns, President (date)

By: _____
Tim Adams, President (date)

By: _____
Nancy Lane, Treasurer (date)

By: _____
Sean Thompson, OEA Representative (date)

FAIRFIELD CLASSROOM TEACHERS' ASSOCIATION
MASTER CONTRACT EFFECTIVE JUNE 30, 2014 THROUGH JUNE 29, 2017

FAIRFIELD BOARD OF EDUCATION

By: Jerome Kearns 8/21/14
Jerome Kearns, President (date)

By: Nancy L. Lane 8/21/14
Nancy Lane, Treasurer (date)

FAIRFIELD CLASSROOM TEACHERS'
ASSOCIATION

By: Tim Adams 8/8/14
Tim Adams, President (date)

By: Sean Thompson 8/11/14
Sean Thompson, OEA Representative (date)

Fairfield Classroom Teachers' Association
 Master Contract Effective June 30, 2014 Through June 29, 2017

Fairfield City School District
Teachers' Salary Schedule

Base:	\$34,516	Effective	2014-2015
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YRS EXP	BACHELOR'S		BA+30 OR 150 HRS		MASTER'S		MA+30 OR 190 HRS	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.000	\$34,516	1.050	\$36,242	1.135	\$39,176	1.200	\$41,419
1	1.045	\$36,069	1.100	\$37,968	1.185	\$40,901	1.250	\$43,145
2	1.090	\$37,622	1.150	\$39,693	1.235	\$42,627	1.300	\$44,871
3	1.135	\$39,176	1.200	\$41,419	1.285	\$44,353	1.350	\$46,597
4	1.180	\$40,729	1.250	\$43,145	1.335	\$46,079	1.400	\$48,322
5	1.225	\$42,282	1.300	\$44,871	1.385	\$47,805	1.450	\$50,048
6	1.270	\$43,835	1.350	\$46,597	1.435	\$49,530	1.500	\$51,774
7	1.315	\$45,389	1.400	\$48,322	1.485	\$51,256	1.550	\$53,500
8	1.360	\$46,942	1.450	\$50,048	1.535	\$52,982	1.600	\$55,226
9	1.405	\$48,495	1.500	\$51,774	1.585	\$54,708	1.650	\$56,951
10	1.450	\$50,048	1.550	\$53,500	1.635	\$56,434	1.700	\$58,677
11	1.495	\$51,601	1.600	\$55,226	1.685	\$58,159	1.750	\$60,403
12	1.540	\$53,155	1.650	\$56,951	1.735	\$59,885	1.800	\$62,129
13	1.585	\$54,708	1.700	\$58,677	1.785	\$61,611	1.850	\$63,855
14	1.630	\$56,261	1.750	\$60,403	1.835	\$63,337	1.900	\$65,580
15	1.688	\$58,263	1.813	\$62,578	1.898	\$65,511	1.963	\$67,755
18	1.775	\$61,266	1.900	\$65,580	1.985	\$68,514	2.050	\$70,758
21	1.855	\$64,027	1.980	\$68,342	2.065	\$71,276	2.130	\$73,519
24	1.915	\$66,098	2.040	\$70,413	2.125	\$73,347	2.190	\$75,590

Fairfield Classroom Teachers' Association
 Master Contract Effective June 30, 2014 Through June 29, 2017

Fairfield City School District
Teachers' Salary Schedule

Base:	\$35,206	Effective	2015-2016
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<u>YRS EXP</u>	<u>BACHELOR'S</u>		<u>BA+30 OR 150 HRS</u>		<u>MASTER'S</u>		<u>MA+30 OR 190 HRS</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.000	\$35,206	1.050	\$36,966	1.135	\$39,959	1.200	\$42,247
1	1.045	\$36,790	1.100	\$38,727	1.185	\$41,719	1.250	\$44,008
2	1.090	\$38,375	1.150	\$40,487	1.235	\$43,479	1.300	\$45,768
3	1.135	\$39,959	1.200	\$42,247	1.285	\$45,240	1.350	\$47,528
4	1.180	\$41,543	1.250	\$44,008	1.335	\$47,000	1.400	\$49,288
5	1.225	\$43,127	1.300	\$45,768	1.385	\$48,760	1.450	\$51,049
6	1.270	\$44,712	1.350	\$47,528	1.435	\$50,521	1.500	\$52,809
7	1.315	\$46,296	1.400	\$49,288	1.485	\$52,281	1.550	\$54,569
8	1.360	\$47,880	1.450	\$51,049	1.535	\$54,041	1.600	\$56,330
9	1.405	\$49,464	1.500	\$52,809	1.585	\$55,802	1.650	\$58,090
10	1.450	\$51,049	1.550	\$54,569	1.635	\$57,562	1.700	\$59,850
11	1.495	\$52,633	1.600	\$56,330	1.685	\$59,322	1.750	\$61,611
12	1.540	\$54,217	1.650	\$58,090	1.735	\$61,082	1.800	\$63,371
13	1.585	\$55,802	1.700	\$59,850	1.785	\$62,843	1.850	\$65,131
14	1.630	\$57,386	1.750	\$61,611	1.835	\$64,603	1.900	\$66,891
15	1.688	\$59,428	1.813	\$63,828	1.898	\$66,821	1.963	\$69,109
18	1.775	\$62,491	1.900	\$66,891	1.985	\$69,884	2.050	\$72,172
21	1.855	\$65,307	1.980	\$69,708	2.065	\$72,700	2.130	\$74,989
24	1.915	\$67,419	2.040	\$71,820	2.125	\$74,813	2.190	\$77,101