

2450-01

11-CON-01-2450

STATE EMPLOYMENT  
RELATIONS BOARD

2011 NOV 15 P 12:55

K# 27784

# MASTER CONTRACT

**FRANKLIN EDUCATION ASSOCIATION**

**and the**

**FRANKLIN CITY SCHOOL DISTRICT**

**August 1, 2011**

**Through**

**July 31, 2014**

54

**SECTION I — GOVERNING PROVISIONS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
1.....	RECOGNITION.....	1
2.....	NEGOTIATIONS PROCEDURE.....	1
3.....	IMPLEMENTATION.....	3
4.....	ASSOCIATION RIGHTS.....	4
5.....	RELEASE TIME FOR FEA PRESIDENT.....	6
6.....	DUES DEDUCTION.....	6
7.....	GRIEVANCE PROCEDURE.....	7

**SECTION II — LEAVES OF ABSENCE**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
8.....	GENERAL LEAVE.....	10
.....	LEAVES WITH PAY.....	10
.....	SICK LEAVE.....	10
.....	PERSONAL LEAVE.....	11
.....	APPEARANCE IN COURT.....	12
.....	MILITARY DUTY.....	12
.....	ASSAULT LEAVE.....	12
.....	LEAVES WITHOUT PAY.....	13
.....	DEFINITION.....	13
.....	UNPAID CHILD CARE LEAVE.....	13
.....	UNPAID LEAVE TO ADOPT A CHILD.....	13
.....	UNPAID LEAVE FOR PROFESSIONAL STUDY... ..	13
.....	UNPAID LEAVE BECAUSE OF ILLNESS IN THE FAMILY.....	14
.....	LENGTH OF LEAVE, RIGHTS UPON RETURN.....	14
.....	RIGHTS WHILE ON LEAVE.....	14
.....	FAMILY MEDICAL LEAVE ACT.....	15
.....	SICK LEAVE BANK.....	15
9.....	PROFESSIONAL MEETINGS AND CONFERENCES.....	17
10.....	ATTENDANCE TEAMS.....	18

**SECTION III — WORKING CONDITIONS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
11.....	CONTRACT DAY AND PREP TIME.....	18
12.....	CONTRACT YEAR.....	19
13.....	INSTRUCTIONAL LOAD.....	19
14.....	MEMBER CONTRACTS.....	21
15.....	FAIR DISMISSAL.....	23
16.....	EVALUATIONS.....	24
.....	EVALUATION FORMS.....	28
17.....	VACANCIES, TRANSFERS AND REASSIGNMENTS.....	30
18.....	REDUCTION IN FORCE.....	32
19.....	SCHOOL PROCEDURES.....	33
20.....	PERSONNEL FILE.....	34
21.....	PROTECTION OF MEMBERS.....	35

22.....	COOPERATING TEACHER.....	37
23.....	MEDICAL EXAMINATIONS.....	37
24.....	FACILITIES.....	37
25.....	COMMITTEES.....	37
26.....	DRESS AND GROOMING.....	38
27.....	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	38

**SECTION IV — COMPENSATION**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
28.....	PAYROLL PROCEDURES.....	39
29.....	PROFESSIONAL GROWTH.....	40
30.....	MILEAGE REIMBURSEMENT.....	40
31.....	SEVERANCE PAY.....	41
32.....	INSURANCE.....	41
33.....	REHIRING RETIRED TEACHERS.....	43
34.....	SALARY.....	44
	2011/2012 SALARY SCHEDULE .....	46
	2012/2013 SALARY SCHEDULE .....	46
35.....	SUPPLEMENTAL CONTRACTS AND SALARIES.....	47
	SUPPLEMENTAL SALARY SCHEDULE – ATHLETIC	48
	SUPPLEMENTAL SALARY SCHEDULE – ACADEMIC	49
36.....	EARLY RETIREMENT.....	50

**SECTION V — LENGTH OF CONTRACT**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
37.....	DURATION.....	51

**SECTION VI — FORMS**

APPENDIX A	Labor Management Committee Procedures.....	52
APPENDIX B	Grievance Form.....	54
APPENDIX C	Sick Leave Bank Use Application.....	55
APPENDIX D	Application to Join Sick Leave Bank.....	56
APPENDIX E	Memorandum of Understanding –Evaluation Review Committee.....	
APPENDIX F	Insurance .....	

## ARTICLE 1 — RECOGNITION

### A. Parties:

The parties to this master agreement are the Franklin Education Association, affiliate of the OEA and NEA (herein referred to as FEA), and the Franklin City School Board (herein referred to as the Board).

### B. Recognition

The board recognizes the FEA as the sole and exclusive bargaining representative of the certified teaching staff. "Certified teaching staff" shall include all full-time and regular part-time (two or more hours per day) teachers, speech and hearing therapists, individual small group instructors/tutors (two or more hours per day), counselors, certified librarians, psychologists and nurses of the district. "Regular part-time certified teachers" shall not include substitute teachers, unless otherwise provided herein.

### C. Definitions

1. Member as used throughout this contract, shall refer to a member of the bargaining unit, as defined in (B) above.
2. Days shall refer to calendar days, unless otherwise specified.
3. Seniority — years of employment in a bargaining unit position, beginning with the actual first day of work.
  - a. Employment shall include all time on approved leaves of absence, and all time on a reduction in force recall list, if the member is reinstated.
  - b. Seniority shall be lost when a member resigns or leaves the employ of the board due to nonrenewal or termination of contract.
  - c. If two or more members have the same length of continuous employment, seniority will be determined by: the date of the board meeting at which the member was hired; then by the date the member signed his/her initial employment contract in the district; then by total years of teaching experience in Ohio; and then by any remaining ties will be broken by lot.
  - d. A member shall accrue seniority for each year worked (at least one hundred-twenty [120] days) in addition to time as defined in (a.) above.

## ARTICLE 2 — NEGOTIATIONS PROCEDURE

### A. Initiating the Bargaining Procedure

If either party, at least seventy-five (75) days prior to the expiration of the current contract, gives notice to the other party of the desire to negotiate a contract, negotiations shall begin no later than sixty (60) days or at a date mutually agreed to by the parties prior to the said expiration date. Both parties shall present their issues, in writing, at the first negotiations meeting. Negotiations shall be completed within sixty (60) days, which may be extended by mutual agreement. Each party shall be restricted to not more than seven (7) negotiation team members of their choice, including professional consultants. Consultants may be used by either party, with the cost to be borne by the party using the consultant.

- B. “Good Faith Bargaining”  
All bargaining shall be in good faith, meaning: both parties pledge that they shall consider all issues submitted to the negotiation procedure after adoption of an agenda, with intent to reach agreement.

C. Bargaining in Executive Session

All bargaining sessions shall be executive session, meaning: only members of the bargaining team, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

D. General Provisions

1. Caucus — Either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period of thirty (30) minutes, unless otherwise mutually agreed to.
2. Recess — A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place and date have been established for the next session, which shall not be longer than seven (7) days from the present session.
3. Ad Hoc Committees — Ad Hoc committees may be created by the bargaining teams to study a given area and make a report at the specified time, as directed by the teams.
4. Exchange of Information — The board and FEA agree to provide the other, upon reasonable request, public information to areas that may be discussed during the bargaining period.
5. Progress Reports — Each bargaining team shall be responsible to make periodic progress reports to the respective party they represent during the bargaining period.
6. Tentative Agreement — As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team. This shall denote tentative agreement.
7. Bargaining Sessions During the Regular School Day — When and if bargaining sessions are held during the regular school day, the FEA bargaining team members shall be considered by the board to be performing regular assignments and substitutes shall be provided for members involved in the bargaining session.

E. Agreement

1. When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, each issue shall be reduced to writing and signed by the spokesperson of each bargaining team. The tentative agreement shall be presented to the FEA members and to the board within a reasonable amount of time, but not later than the next regular or special board meeting.
2. The FEA president shall notify the superintendent of the outcome of the membership’s vote. The superintendent shall notify the FEA president of the outcome of the board’s vote.

3. When approved by both parties, the contract shall be signed.

F. Impasse

1. Responsibility of the Bargaining Teams

The purpose of the negotiations procedure is to provide a means of obtaining agreement on issues submitted. In the event that agreement cannot be obtained on all issues submitted to the bargaining process, either bargaining team may declare impasse on any/all issues and request that said issues be presented to the impasse provisions of this article.

2. Impasse Procedure

Items submitted to impasse provisions may be submitted to the following procedure by the party declaring impasse:

- a. Federal Mediation — Upon declaration of impasse, the matter will be submitted to mediation within five (5) days after the request of either party to the other. Submission shall be made by joint request of the parties to the Federal Mediation and Conciliation Service for the services of a mediator according to their rules and regulations.

In the event mediation is unable to produce an agreement within forty-five (45) days of the first mediation session, the impasse procedure shall be completed unless the parties mutually agree to continue with mediation.

FEA shall have the right to proceed in accordance with Section 4117.14(D.2) and Section 4117.18I of the Ohio Revised Code, such rights being modified by future changes, if any, to the Ohio Revised Code once the impasse/mediation process is exhausted.

- b. General Provision

When a recommendation is obtained utilizing the procedures of impasse, the issues shall be submitted to the FEA and board according to Section E, Agreement, of this provision.

### **ARTICLE 3 — IMPLEMENTATION**

A. Contrary to Law

If any provision of this agreement or any application of this agreement to any member shall be found contrary to law, the parties shall meet within ten (10) days of a request by either party to determine the extent, if any, to which changes must be made. All other provisions shall remain in full force and effect.

1. Complete Agreement

The parties acknowledge that during the negotiations that 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 is set forth herein, and the parties agree that this agreement constitutes the entire contract between them.

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.

The association agrees not to engage in a strike or any form of concerted activity which would amount to a withholding or partial withholding of services for which the individual members of the association bargaining unit were hired to perform during the terms of this agreement, except as permitted by law.

2. Contract Precedence

Any specific provision within this agreement that is in conflict with the Ohio Revised Code shall take precedence over and supersede the conflicting provision of the law.

**ARTICLE 4 — ASSOCIATION RIGHTS**

Recognition of the FEA as the exclusive representative shall entitle the association to certain exclusive rights. Only the FEA and its affiliated parent organization shall have the following rights:

- A. Use of school bulletin board designated by the building principal, the school mail, and members' mailboxes.
- B. Making brief announcements at faculty meetings and over the building PA system during regular scheduled morning and afternoon announcement times.
- C. The FEA president shall be provided with one (1) copy of the board meeting agenda prior to each board meeting.
- D. The Labor Management Committee (LMC) procedures as established by the parties, is set forth in Appendix A.
- E. The board and the FEA shall each pay one-half of the cost of printing the contract and providing a copy to each member.
- F. Each duly elected delegate and/or alternate to the OEA Representative Assembly (up to a maximum of five) shall be allowed two (2) days of absence without loss of pay per school year.
- G. FEA members who need to use the telephone for local calls relating to association business will use a sign-up sheet for reimbursement to this district, to be paid monthly by the FEA.
- H. The FEA and/or representatives shall have the right to meet with member(s) before and after the school day, lunch and preparation periods. Interruption of regular classroom activities will not take place.
- I. The board shall provide the FEA with the names and assignments of all new employees within fourteen (14) days of employment.
- J. Freedom of Membership Choice:

A member shall have the right to join or not to join the FEA, and membership in the FEA or any organization shall not be a condition of employment or continued employment in the Franklin City

School District. However, should a member choose not to join the association he/she shall be required to pay a fee as specified in K below.

K. Fair Share Fee

1. 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 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.

2. Notification of the amount of fair share fee

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

3. Schedule of fair share fee deductions

a. All fair share fee payers – payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until their second paycheck, which period shall be the required probationary period of newly – employed bargaining unit members.

b. Upon termination of membership during the membership year – the treasurer of the board shall, upon notification from the association that a member has terminated membership, commence the deduction of fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of deductions

The board further agrees to accompany each such transmittal with a list of 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.

5. Procedure for rebate

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

6. 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.

7. Indemnification of employer

The association, on behalf of itself and the OEA and NEA, agrees to indemnify the board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The association shall reserve the right to designate counsel to represent and defend the employer;
- c. The board agrees to (1) give full and complete cooperation and assistance to the association and its counsel at all levels of the proceeding, (2) permit the association or its affiliates to intervene as a party if it so desires, and /or (3) to not oppose the association or its affiliates' application to file briefs amicus curiae in the action;
- d. The board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the board if the board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**ARTICLE 5 — RELEASE TIME FOR FEA PRESIDENT**

The FEA president may use up to thirty (30) minutes of planning time or other non-pupil supervisory time each day for association business. In addition, the president or his/her designee (at the request of the president) may use up to three (3) days each year for the conduct of FEA business without loss of pay, with the prior approval of the superintendent. Additional leave may be granted at the discretion of the superintendent for joint meetings between administration and the FEA president.

**ARTICLE 6 — DUES DEDUCTION**

The board shall provide, upon written notification of the member, payroll deduction of professional dues, including FEA, Southwestern Ohio Education Association, Ohio Education Association and National Education Association.

The board treasurer shall forward all dues monies to the FEA treasurer within five (5) days after the deductions are made.

Dues shall be deducted in eighteen (18) consecutive equal pays beginning in October.

## ARTICLE 7 — GRIEVANCE PROCEDURE

### A. Grievance Policy

The board recognizes that, in the interest of effective personnel management, a procedure is necessary whereby a member can be assured of a prompt, impartial and fair hearing on grievances. Such procedures shall be available to all members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

### B. Definitions

1. Grievance — A grievance is an alleged violation, misinterpretation or misapplication of Master agreement between the Parties.
2. Days — shall be regular working days. During the summer months, days shall refer to Monday through Friday.
3. Grievant — a member or the FEA having a grievance.

### C. Rights of the Grievant and the FEA

1. A grievant shall be represented at all formal steps of the procedure only by an FEA/OEA representative.
2. Decisions rendered at each formal level will be made in writing on the forms hereto attached, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the FEA president and the administrator involved.
3. No records, documents or communication concerning a grievance will be placed in the personnel file of any of the participants. Records of the grievance will be kept confidential, under the extent allowed by Ohio Law. An official closed file of materials pertaining to the grievance will be established by the administrator responsible for personnel upon final resolution of the grievance. No other record of the grievance will be retained by the administration.
4. The FEA, as such, shall have the right to file a grievance, if the subject matter involved concerns:
  - a. an alleged violation of the negotiated contract as respects rights or privileges granted to the FEA, its officers, or its representatives, as such;
  - b. an alleged violation of the negotiated contract which affects two or more members.
5. The FEA has the exclusive right in filing and processing grievances. A grievance may be withdrawn at any level without prejudice or record.
6. Nothing contained herein will be construed as limiting the right of any member having a complaint or problem to discuss the matter informally with any appropriate member of the administration.

D. Time Limits

1. The number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
2. If any grievance is not initiated at Level Two within thirty (30) days after the occurrence of the allowed grievance, the grievance shall be considered waived.
3. All grievances must be appealed to the next formal level within ten (10) days after receipt of response. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level.

E. Procedure

1. **Informal Discussion** — A member with a grievance should, but does not have to, first discuss it with the immediate supervisor to possibly prevent it from becoming a formal grievance entailing the use of the following procedure.
2. **Level One**
  - a. In the event the grievance is not resolved informally, the grievant may file a grievance in writing with the immediate supervisor.
  - b. Within ten (10) days after receiving grievance, the immediate supervisor will schedule a hearing at a time and place mutually agreeable to the grievant. Within ten (10) days following the hearing, the immediate supervisor will render a written decision which will include the specific reasons for the decision based upon the circumstances of the grievance and the evidence presented at the hearing. In the event no decision is forthcoming within the prescribed time, the grievance shall be settled in favor of the grievant.
3. **Level Two (Superintendent)**
  - a. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or if a grievance is to be initiated by the FEA, or if the grievance does not concern the immediate supervisor, the grievant(s) may initiate the grievance at Level Two.
  - b. The superintendent or his/her designee will, within ten (10) days, conduct a hearing concerning the grievance. The superintendent or his/her designee shall make a written decision, which will include the reason for the decision, within ten (10) days of such hearing. In the event no decision is forthcoming in that prescribed time, the grievance shall be settled in favor of the grievant.
4. **Level Three (Mediation)**
  - a. In the event a grievance is not satisfactorily resolved at Level Two, the parties, by mutual agreement, may request that the issue be presented at a mediation conference. The Federal Mediation and Conciliation Service shall be requested to appoint one of its mediators to conduct the mediation conference.

- b. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally and according to the rules of FMCS for grievance mediation. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.
- c. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.
- d. The costs of grievance mediation, if any, shall be shared equally by the Board and the Association.

5. Level Four (Arbitration)

If the FEA is not satisfied with the disposition at Level Two or Level Three (Mediation), it may initiate Level Four by giving written notice to the superintendent of its intent to proceed to arbitration, within thirty (30) days after receiving the decision in (3.b.) above or the unsuccessful mediation conference.

The arbitrator shall be chosen from the following list on a rotating basis:

- a. Robert G. Stein
- b. Frank Keenan
- c. Daniel N. Kosanovich

In the event an arbitrator is unable to remain on this list, the parties shall meet to agree on a replacement.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days. The decision shall be in writing and a copy sent to all parties present at the hearing. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving board discretion nor limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law.

The arbitrator has the authority to determine arbitrability, if such an issue exists.

The Arbitrators decision is final and binding upon the parties.

The board shall act upon the arbitrator's decision on the issues that are advisory no later than its next regular meeting. Copies of the board's action shall be sent to the member, FEA, superintendent and immediate supervisor.

Any cost or expenses incurred in the hearings shall be paid by the party which incurs the cost or expense except that the costs of the arbitrator shall be shared equally by the board and the FEA.

## ARTICLE 8 — GENERAL LEAVE

The following leave provisions will be applicable to all members:

### A. Leaves with Pay

#### 1. Sick Leave

##### a. Accumulation

##### 1) Full-time

A member who has not reached the maximum accumulation shall be entitled to one and one-fourth (1-1/4) days of sick leave accumulated per calendar month, unless on an unpaid leave of absence, or a total of fifteen (15) days per year. Maximum accumulation shall be two hundred thirty-three (233) days in a school year.

Each full-time member, who is new to the district or who has exhausted his/her sick leave, shall be credited with five (5) days sick leave one time during a school year. If any of the five days is used, it shall be deducted from the total sick leave he/she may accumulate. If the member leaves the employment of the district before the advanced sick leave is earned, the daily rate of pay for each unearned day shall be deducted from the final paycheck.

##### 2) Part-time

A part-time member shall accumulate and have an advancement on a prorated basis.

##### 3) Previously accumulated sick leave of a member who has been separated from another Ohio public agency, as provided in the Ohio Revised Code, Section 3319.141, shall be accepted at full value, provided none of such accumulated sick leave has been converted to pay upon retirement as provided by Section 124.30 of the ORC. It shall be the responsibility of the member to request the statement of transfer of accumulated sick leave from the treasurer's office upon leaving the district.

##### 4) Any member who has the maximum number of sick leave accumulation at the beginning of the school year in which he/she retires shall have his/her severance pay calculation based on two hundred thirty-three (233) days in a school year provided he/she does not use more than fifteen (15) sick leave days during the school year.

##### b. Reasons acceptable for sick leave are:

##### 1) For absences due to personal illness, illness due to pregnancy, medical or dental treatment/injury/appointments, exposure to contagious disease which could be

communicated to other employees or students, and for illness, injury or death in the member's immediate family. Immediate family shall be defined as the member's mother, father, husband, wife, child (including step or foster parent or child) or permanent residents other than paid boarder or renter of the member's household.

- 2) For a death or serious illness of a near relative. A near relative shall be defined as brother, sister, grandparents, aunts and uncles, in-laws and grandchildren.

Three (3) days of sick leave shall be allowed on the occasion of the death or serious illness of a member's near relative within a 300-mile radius. Five (5) days of sick leave shall be allowed if distance exceeds 300 miles one way.

- 3) A summer school member will be eligible to use three (3) days of their accumulated sick leave. A member employed four (4) hours or less will use one-half day of his/her sick leave for each day absent; a member employed for more than four (4) hours will use one day of his/her sick leave for each day absent.
- 4) Adoption — in cases of adoption, a member may utilize up to ten (10) days of accumulated sick leave for a child twelve months or younger; or five (5) days of accumulated sick leave for a child under school age.

- c. Notification — A member shall be responsible for notifying his/her building principal, according to district and building policies.

## 2. Personal Leave

- a. A member shall be granted three (3) days personal leave per year.
- b. Requests should be made to the building principal in advance, except in the case of emergency.
- c. Leave may be granted for one-half (1/2) day.
- d. Additional personal leave may be granted on an individual basis, with prior approval of the superintendent, who shall consider such request on its individual merit.
- e. Personal leave shall not be used the day before or day after a holiday/vacation period when school is not in session or in place of sick leave, scheduled in-service days, or on a scheduled teacher conference days except as approved by the superintendent.
- f. All unused personal leave days will be converted to sick leave days or fraction thereof.
- g. Not more than 10% of the teaching staff in each building may be absent due to personal leave on any given day, except as approved by the superintendent provided however that a minimum of two (2) teachers may be absent in any given school building and shall be rounded up or down (i.e. 2.5=3, 2.4=2, 3.7=4, etc.) in all buildings with 20 or more teachers.

3. Appearance in Court

- a. Jury Duty — After absence for such duty, either reporting or serving, a member shall return payment (excluding transportation, meals, parking and lodging) received for such services to the treasurer of the board and, at the next regular pay period, shall receive full payment of his/her regular salary from the board for the day or days of excused absence for this purpose.
- b. A member subpoenaed by the FEA as a witness in court actions or arbitrations relating to the enforcement of the member's contractual rights (to a maximum of three [3] members per court or arbitration action) will be paid the difference between court payments and his/her regular salary. A member subpoenaed by the board in said actions shall be paid the difference between court payments and his/her regular salary. A member subpoenaed by the FEA in excess of three (3) members per court action or arbitration action will be paid his/her regular salary, provided that the FEA provides the board with the regular costs of a substitute teacher.
- c. A member subpoenaed for court actions regarding a student(s) on school related issues shall be paid his/her regular salary. No deduction will be made from personal leave.
- d. Member(s) subpoenaed for criminal actions where he/she is not the defendant and does not have personal leave days available shall be provided necessary paid leave.

4. Military Duty

Shall be granted as required by Federal and State Law.

5. Assault Leave

A member who must be absent due to physical disability resulting from an unprovoked assault on such member, which occurs in the course of board employment, on school grounds, during school hours or in attendance at a school function, shall be eligible for assault leave and shall be paid his/her full compensation for the period of such absence.

Eligibility shall be determined by the superintendent and will be based on a signed statement on the appropriate form which shall include, but not be limited to, the following:

- a. Nature of injury.
- b. Date and time of assault.
- c. Identification of the individual or individuals causing assault, if known.
- d. Facts and circumstances surrounding the assault.
- e. A certificate from a licensed physician describing the nature of the injury sustained causing absence.

- f. A statement indicating willingness to participate and cooperate with the board if the board decides to pursue legal action against the assaulter(s).

The length of leave shall not exceed thirty (30) days. Upon request from the superintendent, the member shall provide the superintendent with a statement from his/her physician that the member is unable to perform the duties due to the injury.

## B. Leaves Without Pay

### 1. Definition

An unpaid leave of absence is understood to mean a period of extended absence from duty by a member for which written request has been made and formal approval has been granted by the board. Without request, the board may require a leave of absence for a member because of physical or mental disability.

The following leaves require that the member be employed by the board for a period of two or more consecutive years.

### 2. Unpaid Child Care Leave

- a. A member may be granted a leave to care for a newborn infant. In addition, a member may utilize this leave if sufficient sick leave is not available to cover the period of illness due to pregnancy.
- b. The member shall give the superintendent written notice of the date the member intends to commence leave at least one (1) month in advance. This notice will contain a statement of the expected, if any, amount of sick leave to be used, whether the member intends to return to the job, and the date of intended return.
- c. Leave will commence and end upon the designated date(s) unless medical complications verified by the member's physician necessitate other date(s).

### 3. Unpaid Leave to Adopt a Child

A member shall notify the superintendent that he/she has received approval for placement of an adopted child. When the member is officially informed of the placement date, he/she will immediately notify the superintendent so arrangement can be made to commence leave.

### 4. Unpaid Leave for Professional Study

Upon approval and recommendation of the superintendent, a member may be granted a leave for approved professional purposes. Examples: overseas teaching, full-time graduate study. If the member returns, the member must pay both portions of retirement, if leave time is purchased under STRS.

5. Unpaid Leave Because of Illness in the Family

Upon written request by the member, recommendation of the superintendent and approval of the board, an unpaid leave of absence may be granted because of serious illness in the family, upon submission of proof of need. Such leave may be used for serious illness of a child, spouse, father, mother, brother, sister, or relative residing in the same household.

6. Length of Leave, Rights Upon Return

- a. Twelve-week Leave: If the member chooses a leave of Twelve (12) weeks, inclusive of school vacations or less, and notifies the superintendent as described above, the member will be entitled to return to the same position held prior to the leave.
- b. Leaves of More than Twelve Weeks: A member may choose a leave longer than twelve (12) weeks, but not longer than twelve (12) months. Unpaid leaves longer than twelve months must be approved by the board. Normally, such leave will end at the beginning of a school year or term. It is imperative that this decision be made and agreed upon as early as possible so that replacement arrangements can be planned.

A leave exceeding twelve (12) weeks can end at times other than the beginning of a school year or term, if all the following conditions are met:

- 1) The member notifies the superintendent in writing of the intended date of return (this notice can be given either with the notice of leave commencement or later, in which case it would represent a change of plans).
- 2) A vacancy exists either in the same or similar position or in any position for which the member is certified as judged by the superintendent, and agreement is reached on which positions the member is eligible to fill.
- 3) If no vacancy exists, the member makes application for available vacancies as they become available.

Reinstatement from this leave will be the same or similar position held prior to leave.

- c. Return from a leave of absence prior to stipulated date will be permitted only with the recommendation of the superintendent and approval of the board.

C. Rights While on Leave

A member on approved unpaid leaves of absence shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, and major medical, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave and the member pays to the treasurer of the board in advance each quarter the full amount of the quarterly group plan premium of such coverage. Any overpayment of premium shall be refunded to the member upon termination of leave. No other compensation or fringe benefits shall be provided.

D. Family Medical Leave Act

The Board and members of the Association shall comply with the provisions of the Family Medical Leave Act of 1993 and revisions thereof.

F. Sick Leave Bank

1. A Sick Leave Bank shall exist as follows:

- a. The purpose of the Sick Leave Bank is to provide paid days for catastrophic illness or immediate family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or immediate family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the SBC. For the purpose of the sick leave bank, immediate family shall be defined as; employee, current spouse, child (guardian), parents and any other person who is a permanent resident of the household of the Teaching Staff Member.
- b. Members shall enroll in the Sick Leave Bank no later than September 15<sup>th</sup> of each school year or within 15 days after initial employment.
- c. Upon enrollment, a Member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.
- d. Enrollment in the Sick Leave Bank shall be continuous from year to year until a Member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the Member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

2. Sick Leave Bank Committee shall be composed as follows:

- a. Two members appointed by the Superintendent.
- b. Three Members appointed by the FEA President also the association shall invite a school nurse to join the committee in advisory capacity.
- c. The SBC shall review and approve or deny all applications to the Sick Leave Bank. All decisions of the SBC shall be final and binding are not subject to grievance /arbitration provisions of the contract.
- d. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank Members of the need for said contributions.
- e. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SBC are final.
- f. The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

### 3. General Procedures

- a. An application for an allotment from the Sick Leave Bank shall be made on the appropriate SB form and accepted only from those individuals who have contributed to the Bank. A copy of the form is found in appendix C of the contract.
- b. Allotments will be limited to use for catastrophic illness or conditions of immediate family. A doctor's statement is required with the application in order for the request to be considered.
- c. An application will be considered only after a Member has used all of his/her accumulated sick days and available sick day advances.
- d. Each illness will be treated as a separate application, as determined by the SBC.
- e. Days allotted from the Sick Leave Bank will be paid at 100% of the Member's daily rate of pay.
- f. A member of the SLB will be granted no more than thirty (30) days of leave from the bank per request. However, the total number of days granted shall not exceed sixty (60) days per year.
- g. Once qualified to receive an allotment from the Bank, the maximum number of days a Member may receive from the Sick Leave Bank shall not exceed 185 days during his/her career with the district. The 185-day maximum applies to employee, current spouse, child (guardian) and any other person who is a permanent resident of the household of the Teaching Staff Member.
- h. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a Member has no accumulated sick days and shall be renewed, upon request from the Member and approval of the SBC, each ten (10)-day-payroll period. The Committee, at its decision, may extend the ten (10)-day-payroll period to thirty (30)-payroll-period days.
- i. The SBC may require a Member to apply for STRS disability as a condition of approval or for continuance of approval.
- j. Allotments from the Sick Leave Bank will be made only for absences under a Member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contract, or any other part-time or second position held by a Member with a full-time contract.
- k. Days may not be received from the Bank for absences due to child birth (natural or caesarian section). Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.

- l. Days may not be received from the Bank for absences due to disabilities which qualify the Member for Workers Compensation personal benefits, unless the Member has exhausted all such benefits and his/her own accumulated sick days.
- m. Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SBC will require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
- n. Contributions to the Sick Leave Bank shall not count against a Member's record of perfect attendance.
- o. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition of such application, agree in writing to the following:

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the 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.

#### **ARTICLE 9 — PROFESSIONAL MEETINGS AND CONFERENCES**

- A. A member may be granted professional leave days to attend a conference, convention, workshop, meeting or visitation if such attendance is in the interest of the schools and within the scope of the member's area of employment.

A coach may be granted professional leave days to attend clinic/workshop(s). Expenses shall be paid for one (1) clinic/workshop per year as specified in Section C below.

- B. Procedure

- 1. Application to use a professional leave day shall be made in writing by the member to his/her principal on the appropriate forms.
- 2. Final approval rests with the superintendent. Forms shall be forwarded to the superintendent thirty (30) days in advance of the event, if possible. Exceptions to the thirty (30) day notice will be considered in the event of late notices of a meeting.

- C. Reimbursement

- 1. Reimbursement for expenses incurred by a member during a professional leave day shall be limited to the amounts approved on the request form pertaining to the following:
  - a. Transportation: Mileage shall be paid in accordance to Article 27
  - b. Lodging accommodations up to \$150 per day
  - c. Registration fee

- d. Meals: To a maximum of \$50 per day
  - e. Other expenses: Reasonable additional expenses as itemized may be allowed with approval of superintendent.
2. Reimbursement forms and receipts for expenses shall be filed with the treasurer (through the building principal) before payment is authorized.
  3. Payment will be made within thirty (30) days after submission to the treasurer.

#### **ARTICLE 10 — ATTENDANCE TEAMS**

- A. An attendance team shall be established in each building, composed of the building principal and Building representative. The Treasurer shall submit attendance data on each member in the building to the Attendance team on a monthly basis.
- B. In the event sporadic and regular absences are noted the attendance team shall in consultation with the member attempt to determine a reason and offer assistance to the member to help resolve the attendance issue.
- C. If a member has perfect attendance (no sick or personal days), he/she shall be paid \$300, miss one day or any part of a day he/she shall be paid \$200 or miss two days he/she shall be paid \$100 on the last pay check in June. ( Any part of a day counts as a day)

#### **ARTICLE 11 — CONTRACT DAY AND PREP TIME**

- A. The starting and dismissal times for students may vary from building to building provided, however, the length of the members' workday does not exceed seven and one-half (7-1/2) hours, which includes at least one-half hour of an uninterrupted, duty-free lunch period.
- B. The starting and dismissal times for students and the duty assignments of an individual member set forth above may be changed so long as such change does not increase the number of hours during which the member is required to be present.
- C. All members at the secondary level shall be provided with at least one (1) preparation period per day equal in length to one (1) regular class period.
- D. All members at the elementary level shall be provided with at least two hundred (200) minutes per week for preparation.
  1. Conferences with parents during preparation periods shall be scheduled in consultation with the member. However, should the situation warrant an immediate conference, the principal shall talk with the member to inform him/her of the purpose of the meeting prior to a direct meeting with the involved parents.

#### **ARTICLE 12 — CONTRACT YEAR**

- A. The member's school year shall consist of one hundred eight-five (185) days. One hundred eighty (180) of these days shall be when students are in attendance and may include two (2) parent-teacher conference days. The remaining five (5) days shall be scheduled as follows:

Two days at the start of the school year:

The first day shall be used for staff meetings, inservice and working in individual classrooms. The second day shall be used exclusively as a workday in the classroom.

One workday between the semesters for completing reports, grading and recording. A maximum of ninety (90) minutes could be used for meetings as determined by the association and administration. Such day shall be the last day of the second grading period.

One day at the end of the school year for completing reports, grading, recording and check out.

There will an early release day of at least ninety (90) minutes on the last day of the 1<sup>st</sup> and 3<sup>rd</sup> quarters. This release time shall be utilized exclusively for the purpose of the teachers to work on records and utilize Progress book.

One day scheduled during the school year to be used for staff meetings or inservice/professional development.

- B. Teachers are required to complete the "school works" professional online training for all federal and state mandated programs. Teachers will receive LPDC credit for attendance/participation in such programs.
- C. Any member who is on leave when schools are closed due to severe weather or other conditions shall receive the same pay as the member would have received if school had been in session on such days. No deduction from paid leave days shall be made for a calamity day.
  - 1. School Calendar — The FEA shall furnish a proposed school calendar by February 15 of each year to the superintendent. By March 1, representatives of the FEA shall meet with the superintendent to discuss the FEA recommendations for the calendar.

### **ARTICLE 13 — INSTRUCTIONAL LOAD**

#### A. Split Class

If it is determined that class load requires the creation of a split grade class, the member being assigned that class shall, with consultation with the building principal, determine the learning levels of the two classes to be combined. A member assigned a split grade class shall receive an additional seven hundred-fifty dollars (\$750) per school year.

#### B. Internal Substitution

- 1. Each principal has the responsibility to make certain that a member's instructional load is not unnecessarily increased. Therefore, substitute teachers, if available, shall be assigned to take the place of regular members (including special teachers such as phys. Ed., music and art) who must be absent from duties or temporarily fill vacancies which may be created by emergencies. All such assignments shall be subject to termination when such absence or emergency no longer exists.

2. In the event a certificated substitute is not available or an emergency(ies) arises during the school day, a member will be assigned by the principal to cover classes of an absent member during his/her planning period as specified below:

The principal shall maintain a list of all members available for substitution during their planning period. Substitutions shall be made on a rotating alphabetized basis. No member shall be required to substitute more than six (6) times in a given year. A member shall be paid at the following rate that he/she substitutes during his/her planning period:

1 – 14 minutes \$5.00  
15-29 minutes \$10.00  
30-44 minutes \$15.00  
45-59 minutes \$20.00  
60-74 minutes \$25.00  
75-89 minutes \$30.00  
90-104 minutes \$35.00 and  
\$20.00 per hour thereafter

In no case shall a member be taken from their regular assignment to substitute for an absent member.

3. The principal shall assign member(s) to assume the responsibility for an absent member on an equitable basis, understanding that there will be times that a member might have to refuse such duty because of other educational conflicts, i.e. other previously scheduled conferences (appointments, material preparations, etc.).
4. No member shall be directed to assume responsibility for another member's class or partial class in addition to his/her own, except in cases of emergency.

C. Students with an Active IEP or 504 Plan Considerations

1. A member shall accept the assignment of a reasonable number of students with an active IEP or 504 plan in his/her classroom for the purpose of inclusion pursuant to federal and state law.
2. A member who is assigned students with an active IEP or 504 plan children whose training has not provided him/her with appropriate skills, will be provided training. When the member and principal mutually agree that additional training is necessary, attendance shall be at the board's expense.
3. A member shall have the right to ask for a placement committee review of the placement where a handicapped child is so disruptive in a regular classroom that the education of other students is significantly impaired or the needs of the handicapped child cannot be met in that environment.
4. Appropriate time of an aide will be allocated to assist a member who is assigned any child who must be assisted with any of his/her basic body functions (feeding, lack of bladder control, etc.) if the IEP developed by the placement committee requires an aide.

D. Sixth Grade Outdoor Camp

Any member of the bargaining unit may volunteer to participate in the sixth grade outdoor camp and shall be released from his/her duties to do so. A member who participates and remains overnight at sixth grade camp will receive a stipend of \$150.

E. Class Size and Teaching Load

1. A timely effort will be made to balance and achieve equality in class size and teacher workload within grade level and/or subject area within each building.
2. The number of pupils assigned to any unit or classroom by the Administration shall not exceed the capacity of the teaching facilities. If either the Association or a Teaching Staff Member believes that there is an imbalance or overload in either an individual class size, or the total teaching load of a Teaching Staff Member, the following procedure will be used:
  - a. The Association shall refer the problem in writing to the Building Principal for resolution.
  - b. If the alleged imbalance or overload is not resolved, the Association shall refer the problem to the Superintendent or his designee for resolution.
  - c. The Superintendent's resolution of the alleged imbalance or overload is final.

**ARTICLE 14 — MEMBER CONTRACTS**

A. Regular Contract

The member contract will be issued to members as soon as practical after April 30<sup>th</sup>. Said contract will contain the following information:

1. Type of contract (limited or continuing)
2. School year
3. Annual salary
4. Placement on salary schedule

B. Limited Contract for Supplemental Positions

1. A member who accepts an extracurricular assignment as set forth in Article 31 shall receive a written supplemental contract which shall include:
  - a. The duties to be performed;
  - b. Amount of compensation to be received; and
  - c. The length of the contract.

C. Continuing Service Status and Contract

A member who expects to be eligible for continuing contract status as of April 1<sup>st</sup> of any school year, and who desires to be considered for continuing contract by the board prior to April 30, shall give the superintendent written notice of such intent by October 1 of that school year. Failure to provide this written notice shall result in the teacher receiving a one year limited contract.

A member eligible for continuing service status shall be: (a) one qualified as to certification who, within the last five years, has taught for at least three years in the district; (b) one who, having attained continuing contract status elsewhere, upon recommendation of the superintendent at the time of employment or at any time within a two-year period, after initial employment, may declare said member eligible.

Upon the recommendation of the superintendent that a member eligible for continuing service status be re-employed, a continuing contract shall be entered into between the board and such member, unless the board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the superintendent. The superintendent may recommend re-employment of such member, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years, provided that written notice of the intention to make such recommendation has been given to the member with written reasons directed at the professional improvement of the member on or before the thirtieth (30<sup>th</sup>) day of April, and provided that written notice from the board of its action on the superintendent's recommendation has been given to the member on or before the thirtieth (30<sup>th</sup>) day of April, but upon subsequent re-employment, only a continuing contract may be entered into. If the board does not give such member written notice of its action on the superintendent's recommendation of a limited contract for not to exceed two (2) years before the thirtieth (30<sup>th</sup>) day of April, such member is deemed re-employed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such member is presumed to have accepted employment under such continuing contract unless he/she notifies the board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.

D. Multi-Year Limited Contract/Eligible for Continuing

A member employed under a multi-year limited contract who expects to be eligible for continuing contract status as of April 1<sup>st</sup> of any school year, and who desires to be considered for continuing contract by the board prior to April 30, shall give the superintendent written notice of such intent by October 1 of that school year. Failure to provide this written notice shall result in the teacher receiving a one year limited contract.

Before April 30, the superintendent will give the member written notice whether or not he/she intends to recommend a continuing contract. If the superintendent fails to recommend granting of continuing contract for a member on a multi-year limited contract at the time of eligibility, the superintendent or designee shall meet with the member and give oral reasons for the failure to recommend, citing the area(s) of deficiency.

E. Extended Limited Contracts

A teacher who has met all the qualifications and contractual notification requirements for continuing contract, but has not corrected noted deficiencies documented during the evaluation process, may be notified of these continued deficiencies in writing by the Superintendent, as confirmed by the Board, on or before April 1. In the event a teacher is notified of these noted deficiencies and is further notified that the Board intends to provide an extended limited contact, not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract, he/she will be given a continuing contract.

F. Contract Status

The contractual procedures for the employment and re-employment of members shall be as follows:

First contract . . . . .	one year	Third contract. . . . .	one year
Second contract. . . . .	one year	All succeeding contracts . . .	two years

Any member employed under a limited contract and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed re-employed under the provisions of this section at the same salary, plus any increment provided by the salary schedule unless the board, acting on the superintendent's recommendation as to whether or not the member should be re-employed, gives such member written notice of its intention not to re-employ him/her on or before the thirtieth (30<sup>th</sup>) day of April. Such member is presumed to have accepted such employment unless he/she notifies the board in writing to the contrary on or before the first (1<sup>st</sup>) day of June and a written contract shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic re-employment of such member.

The failure of the superintendent to make a recommendation to the board under any of the conditions set forth in this section, or the failure of the board to give a member a written notice pursuant to this section shall not prejudice or prevent a member from being deemed re-employed under either a limited or continuing contract as the case may be under the provisions of this section.

G. The provisions of this article shall supersede ORC 3319.08 and 3319.11.

**ARTICLE 15 — FAIR DISMISSAL**

A. Nonrenewal of Regular Limited Contract (after five [5] years of employment).

1. After five (5) years of teaching service with the board\*, a member may be nonrenewed for gross immorality; for willful and persistent violation of reasonable regulations of the board; for inefficiency based on professional evaluation; or for other good and just causes.
2. The competency of a member shall be evidenced primarily by the evaluation of the appropriate administrator. Each member recommended for nonrenewal by the superintendent shall have been evaluated pursuant to the evaluation procedure during the current school year by the appropriate administrator.
3. A member whom the superintendent intends not to recommend for re-employment shall be so notified and reasons given as to the basis of his/her recommendation ten (10) working days before the superintendent makes his/her recommendation to the board.
4. The provisions of this article shall supersede ORC 3319.11.

B. Nonrenewal of Regular Limited Contracts (less than five [5] years)

A member recommended by the superintendent for nonrenewal shall receive a written notice of such action at least ten (10) working days prior to the board's action on the contract. The member may meet with the superintendent to discuss the reasons for the nonrenewal. An association representative may be present if requested by the member.

## ARTICLE 16 — EVALUATIONS

### A. Philosophy

Franklin City Schools believes that the employment of a member requires the investment of both time and money. All efforts should be made to enable the member to become an effective and improved instructor. Improving teaching abilities must be a cooperative venture between the administration and the member.

The evaluative process provides the means by which competency and performance are assessed. This process may also be used to make administrative decisions which affect the member. The professional growth and improvement of teaching skills of each member are the most significant factors of the process.

1. To gain information needed to improve the instruction program.
2. To improve staff morale.
3. To determine staff inservice needs.
4. To improve and motivate members to higher levels of performance.
5. To provide information needed to make administrative decisions to retain, transfer, promote, dismiss or recertify members.
6. To improve communication of district goals.
7. To promote a better understanding of the member's duties and responsibilities.
8. To provide a record of member performance.

### C. The Classroom Observation/Evaluation Process (Members will be evaluated by the assistant principal and/or building principal or the member's immediate supervisor.)

1. All members are to be made aware of the evaluation procedures and these procedures shall be reviewed at each fall building meeting.
2. There shall be a minimum of:
  - a. Two (2) evaluations, each consisting of two (2) observations for members with zero to five (0 to 5) years in the district.
  - b. One (1) classroom observation, annually, (which does not require a completed evaluation form) and one (1) evaluation every third (3<sup>rd</sup>) year for members with six (6) years or more experience (said evaluation shall be based upon one observation and the member shall receive a copy of the completed evaluation form at the conference).
  - c. Items (a.) and (b.) are minimums. Administrators may perform additional observations and/or evaluations as deemed appropriate.
  - d. Member shall be evaluated two (2) times, as specified in (a.) above, during the year of nonrenewal recommendation.
3. The total evaluation shall include all aspects of the member's service in addition to classroom observations.

4. The total classroom observation must be no less than thirty (30) continuous minutes. The supervisor and member will acknowledge date and time as a part of the observation. Additional classroom visits may be of shorter duration, separate and apart from the required procedures.
5. Classroom observations need not be announced, but the member shall be allowed to request one of the (minimum) visits to be at a time mutually agreed to by the member and administrator. Convenience of and cooperation with the administrator is expected.
6. Documentation of evaluations shall be provided to the member. The member and administrator shall arrange a conference at their earliest convenience to review the observation impressions. In cases of two (2) observations, the member shall receive the copy of the completed evaluation form at the conference following the second observation.
7. The member shall sign the original copy of the documentation, indicating that he/she has read, discussed, and received a copy of the document. The signature does not denote agreement.
8. The member has the right to request that statements by him/her be attached to the document. (Statements to be submitted, in writing, within fifteen (15) workdays.)
9. Evaluations shall be reviewed by the superintendent and may be discussed with all parties and shall then be filed in the member's personnel folder.
10. The superintendent has the right to appoint a qualified and impartial evaluator when disagreements occur.

D. Evaluation Schedule

1. A member's goals shall be filed with the administrator according to the following schedule:
  - a. Spring for returning members
  - b. Fall for members new to the building (no later than October 15<sup>th</sup>)
  - c. Administrator may wish to hold conference to clarify and/or add goals

2. Minimal Two (2) Time Evaluation Schedule:

The first evaluation shall be conducted and completed no later than the first day of January and the member being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10<sup>th</sup>) day of January.

The second evaluation shall be conducted and completed between the first day of February and the first day of April and the member being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10<sup>th</sup>) day of April.

3. Minimal One (1) Time Classroom Observation and/or Evaluation Schedule:

- a. Conducted and completed by April 15<sup>th</sup>.

4. Evaluations and classroom observations to be filed with the superintendent no later than April 20<sup>th</sup>.

5. The administrator shall conduct necessary observations according to the schedule, but must recognize these are minimum requirements.
6. The administrator's evaluations shall indicate suggested improvements as well as commendation.
7. A member who travels between buildings shall be evaluated by his/her home school administrator. This administrator shall coordinate the evaluation with the other visited administrator(s). Any disagreement shall result in a second evaluation filed by disagreeing administrator or administrators.

E. Explanatory Descriptors of Observation/Evaluation

OBSERVATION: A narrative description of professional characteristics and performance observed or noted. (Form attached)

EVALUATION: A summary statement of the member's performance in accordance with the job description. (Form attached)

TERMS: The administrator shall rate each of the seven categories by using one (1) of the five (5) ratings as listed below:

EXEMPLARY: Consistent superior performance.

COMMENDABLE: Exceeds district's expectations.

EFFECTIVE: Meets district's expectations.

NEEDS IMPROVEMENT: Need to improve performance; failure to improve could result in regression to unacceptable.

UNACCEPTABLE: Does not meet expectations. Immediate remediation necessary.

Any category, other than effective, shall require a narrative explanation.

The expectation is that members would be rated effective or higher in all categories.

- F. Members shall have the right to utilize Article 7, Grievance Procedure, to grieve the evaluation procedure. However, the grievance procedure shall not be used to grieve the substance of an evaluation.
- G. This evaluation procedure and time lines shall supersede and replace the procedures and time lines set forth in 3319.111 of the Ohio Revised Code.

# FRANKLIN CITY SCHOOLS

## CLASSROOM OBSERVATION NARRATIVE

\*\*\*\*\*

Page \_\_\_ of \_\_\_

MEMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

\*\*\*\*\*

TIME: (Beginning: \_\_\_\_\_) (Ending: \_\_\_\_\_)

\_\_\_\_\_ Signature indicates acceptance of time and date

\*\*\*\*\*

Date observation activity reviewed: \_\_\_\_\_

TIME: (Beginning: \_\_\_\_\_) (Ending: \_\_\_\_\_)

\_\_\_\_\_ Signature indicates acceptance of time and date

# FRANKLIN CITY SCHOOLS

## EVALUATION FORM

\*\*\*\*\*

Page \_\_\_ of \_\_\_

MEMBER: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_ BUILDING: \_\_\_\_\_

DATES OF OBSERVATIONS: \_\_\_\_\_ CURRENT CONTRACT STATUS: \_\_\_\_\_

\*\*\*\*\*

### RATING SCALE

(X)—EXEMPLARY; I—COMMENDABLE; (E)—EFFECTIVE;  
(NI)—NEEDS IMPROVEMENT; (UA)—UNACCEPTABLE

\*\*\*\*\*

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| 1. ___ Duties and Responsibilities | 5. ___ Skills in Public Relations   |
| 2. ___ Skills in Planning          | 6. ___ Professional Characteristics |
| 3. ___ Classroom Instruction       | 7. ___ Stewardship                  |
| 4. ___ Classroom Management        |                                     |

NARRATIVE DESCRIPTION OF ALL CATEGORIES RATED ABOVE OR BELOW EFFECTIVE:

MEMBER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADMINISTRATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT RECOMMENDATION (Circle): ONE TWO CONTINUING NONRENEWAL

This signature indicates that a conference has been held and that the member has seen, although not necessarily agrees with, this evaluation sheet. A copy of this evaluation is to be given to the member.

## ARTICLE 17 — VACANCIES, TRANSFERS AND REASSIGNMENTS

### A. Vacancies — Definition

Vacancy — A vacancy is an open position, inclusive of certificated, supplemental and administrative, which results from a transfer, reassignment, resignation, retirement, nonrenewal, or the creation of a new position.

### B. Postings

1. Positions open during the year shall be filled on a temporary basis and then posted in accordance to (2) below for permanent filling for the following year.
2. After April 30 of each school year, vacancies shall be posted in the members' lounge of each building. The vacancy will be posted for a minimum of five (5) school days before the position is filled. Specific qualifications for the position will be included with the posting.
3. Vacancies occurring during the summer months will be posted on the bulletin board in the superintendent's office, administrative building and principal's office (if open). A vacancy will be posted for at least five (5) days, with a deadline of July 20. After said date, posting will close due to the time element of school opening. However, members shall be considered for any openings that occur after July 20 based upon his/her annual questionnaire completed in accordance with C.2. below.
4. Copies of all postings shall be sent to the FEA president.

### C. Transfers — Definitions

1. A transfer is the changing of a member's placement to another building, grade level or department.
2. A member initiated transfer is one that a member requests for change to another building, grade level or department. Such request shall be in response to the annual questionnaire supplied by the superintendent or in response to a posted vacancy.
3. An administrative transfer is a superintendent or principal initiated change to another building, grade level or department.
4. A performance transfer is a superintendent or principal initiated change to another building, grade level or department due to the member's performance.

### D. Member Initiated Transfer

1. A member's written request for a transfer to another building shall be honored to the extent that the member is qualified and, in the judgment of the superintendent, the transfer serves the best interest of the school system.
2. The superintendent will provide written notice either confirming or denying the transfer request.

3. For the purpose of member initiated transfers, new members employed during the school year shall be considered as temporary placements until the close of the school year. No new member will be placed in a position for which there is a request for transfer on file until the procedure set forth above is followed.
4. Preferential treatment for regular placement shall be given to members having written requests for transfer on file. Requests to transfer that are submitted to the superintendent by April 1<sup>st</sup> of each year shall receive first priority. The responsibility of submitting the request is that of the member.

E. Administrative Transfers

1. When the superintendent considers administrative transfers for reasons other than performance, the following qualifications of a transferred member will be given equal consideration:
  - a. Educational training/certification of the member being transferred.
  - b. Years of seniority in the system.
  - c. The wishes of the member and principal involved.
  - d. Years of total teaching experience.
  - e. The evaluation of the member.
2. A member who is transferred may express preferences and be considered for all existing vacancies, as per Section D above, for which he/she is certified.
3. A member who is being considered for an administrative transfer shall be informed in writing of such impending transfer five (5) days prior to the anticipated transfer, except in case of emergency, as determined by the superintendent.
4. A member notified of an administrative transfer shall be granted a conference with the superintendent, if requested. At such conference the member shall have the reasons for the administrative transfer delineated in writing by the superintendent. The member shall be afforded the appropriate rights of due process, including the right to representation, as well as the availability of the grievance procedure with regard to all administrative transfers. Such conference shall be on a mutually set date.
5. A member administratively transferred shall be given a position for which he/she is certified. The member is entitled to specific help in the new position from both administration and supervision. Relocation of materials and files will be provided by the administration.
6. Transfers or reassignments that become necessary due to a reduction in force shall be done as cited in Article 17, Reduction in Force.

F. Performance Transfers

A member who is transferred due to performance shall be provided written reason(s) for the transfer.

## ARTICLE 18 — REDUCTION IN FORCE

### A. General Provisions

1. When the board determines that it is necessary to reduce the number of positions, reductions may be made by suspension of contracts.
2. The superintendent shall determine the positions needed for the entire school district. This determination will be made in all buildings and will include positions open by retirements, resignation, leaves of absences, etc. The open positions' list shall be prepared no later than two weeks prior to the superintendent's recommendation to the board.
3. A member whose assignment has been displaced will then be allowed to request the open assignments (for which he/she is properly certified) according to his/her position on the seniority list, with the most senior person choosing first, and so on. After the most senior displaced member is reassigned and all positions are filled, the superintendent will recommend that the contracts of the remaining members be suspended and placed on the recall list.

### B. Procedures for Reduction

1. A member with a limited contract shall be suspended in accordance with seniority within the teaching certification area affected.
2. If it becomes necessary to reduce further after limited contracts have been suspended, the member with a continuing contract shall be reduced in accordance with seniority within the certification area affected.
3. During the implementation of RIF, no reassignment, transfer or reclassification shall occur that will cause a more senior member to be laid off before a less senior member.
4. Displacement rights for a member whose contract is suspended shall be exercised within the respective contract status, with no member holding a limited contract exercising displacement over a member with a continuing contract. Displacement shall be limited to area(s) of the member's certification.

### C. Recall Procedures

1. A member whose contract has been suspended shall be recalled on the following basis:
  - a. A member having continuing contract, by seniority.
  - b. A member having limited contract, by seniority.
2. A member whose continuing contract is suspended will have the right to restoration of continuing service status if and when a position for which he/she is certified becomes available.
3. Any member whose contract is suspended shall be placed on a recall status for twenty-four (24) months. If a vacancy occurs in such a member's area of certification, he/she will be offered the vacancy before outside applicants are considered.

4. No new member shall be hired in a bargaining unit position until all eligible, laid-off members have been offered such position.
5. Involuntary transfer of an employed member will not be used to create an opening for a specific member on the RIF list or to prevent the recall of a member on the list.
6. A member on recall status shall keep the superintendent informed of his/her current address, any name change and telephone number.
7. A member notified of recall to a vacancy may turn down the first offered vacancy, allowing the superintendent to offer said vacancy to the next member on recall list who is certified to fill said vacancy. The member making the turndown will retain his/her position on the recall list. If a member refuses recall to another vacancy, said member's name shall be removed from the recall list.
8. Notification of recall shall be by certified mail at the member's last known address. A member who does not respond to a recall within fifteen (15) days after posting by certified mail shall forfeit any right of recall.
9. A member shall be able to maintain insurance benefits during the time on the recall list, provided the member pays the cost of the insurance premium to the board's treasurer, monthly, in advance.

D. Notice of Contract Suspension

When the superintendent is considering the need for a reduction in staff, he/she shall so notify the FEA president at least twenty (20) calendar days prior to board action on a recommendation to reduce staff. Such notice shall include a list of positions eliminated and the members affected. Individually affected members shall be given at least ten (10) days notice prior to board action on said recommendation.

A separate seniority list shall be prepared and kept updated ranking all tenured and non-tenured members in the district by seniority, giving areas of certification and present teaching and building assignment. The FEA president shall be supplied a copy in November and March of each school year.

## ARTICLE 19 — SCHOOL PROCEDURES

A. Advisory Council

Within each school building there will be an advisory council.

1. Membership:

The principal, the assistant principal, the FEA building representatives and a member representative for each eight (8) faculty members or fraction thereof elected by the faculty. The chairperson shall be the principal.

2. Purpose:

The council should function as a medium for exchanging ideas and discussing possible solutions to problems.

3. Meetings:

Meetings should be scheduled monthly by the chairperson. Council members will be responsible for items for the agenda.

B. Administrative Procedures and Policies

Each principal shall provide each member with the school's written procedures and policies at the beginning of the school year. Any changes during the school year shall be discussed with the Advisory Council prior to the implementation and then distributed in writing to each member.

C. Building Data

The following information shall be furnished to each building and shall be placed in the library at the beginning of the school year:

1. All board policies pertaining to all employees of Franklin City Schools.
2. Board policies pertaining to students.
3. All current salary schedules for Franklin employees.

D. Assignment

Tentative changes in building assignment shall be made before July 5. All other assignments (grade level, subject) shall be tentatively made by August 1.

**ARTICLE 20 — PERSONNEL FILE**

A. There shall be one (1) official file for each member.

1. The file in the central/superintendent's office will include:
  - a. A completed application for the Franklin City Schools;
  - b. An official transcript of college credits showing the official record of the degree earned;
  - c. A valid teaching certificate for the area in which he/she will be teaching;
  - d. A teaching retirement membership record;
  - e. A withholding statement (Form W-4);
  - f. A record of previous teaching experience and/or military service;
  - g. A copy of latest contract(s), properly signed;
  - h. A copy of member evaluation forms which must have been completed by the building principal by April 15 of the year the member is to be evaluated; and
  - i. Any material as outlined in (E.) below may be included.

2. Nothing contained in this article shall prevent the treasurer's office/district principal from maintaining a payroll file or anecdotal file.
- B. Any member may, upon request and in the presence of the superintendent/principal or his/her designee, review the contents of his/her personnel file(s) (except pre-employment information such as letters of reference, etc.) and may have one other person of his/her choosing at such a review. The date and time of the review shall be mutually agreed upon by the superintendent/principal and member.
  - C. Personnel files shall be maintained in accordance to applicable state statute. However, a member shall be notified when someone other than an administrator or secretary (for filing purposes) reviews his/her file.
  - D. Anonymous letters or material shall not be placed in a member's file(s), nor shall they be made a matter of record.
  - E. Any member shall be notified of the intent to place in his/her personnel file(s) any material which may be considered critical of his/her conduct, service, character or personality and shall be provided the opportunity to read any such material prior to its being placed in his/her personnel file(s). This material will be handled in the following manner:
    1. It must be signed and dated by the administrator writing the statement.
    2. The member will receive a copy before it is placed in his/her file(s) marked "member's copy."
    3. The member shall acknowledge that he/she has read the material by dating and signing the copy to be filed.
    4. The signature will mean that the member has read the statement. It does not mean that the member agrees or disagrees with the written statement.
    5. The member may provide a written statement in response to the material to be filed. Such statement shall be attached to the material in the file.
    6. If a member has completed five (5) years of satisfactory performance, documented by current evaluations (more than one), following the placement of material in his/her personnel file, critical of his/her competence, character or manner, the member may request that his/her file be reviewed. Said material will then be removed from the file if both parties agree that the material is no longer relevant to the member's current performance.
    7. Material will be removed from the member's file and returned to the member when the member's claim that it is inaccurate or unfair is sustained by the grievance procedure.

## **ARTICLE 21 — PROTECTION OF MEMBERS**

### **A. Physical Assault of a Member by a Student**

All cases of physical threat or assault to a member shall immediately be reported by the member to the principal. If, in the judgment of the member and/or principal, the assault warrants such, the police shall be notified. The principal shall notify the superintendent for further investigation, if necessary.

If a complaint is referred to police authorities resulting in court action, the member will be permitted to consult with the appropriate authority with regards to rights and obligations concerning the assault and the administration shall render all reasonable assistance to the member in connection with the handling of the incident by law enforcement and judicial authorities. If court action results, the member shall be granted leave, with no loss of pay, for time spent in court, as may be requested by the court or law enforcement officers.

B. Resolving Complaints Against a Member

Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best learning situation for the students. However, complaints and misunderstandings are inevitable.

It is deemed most desirable that initial attempts to settle complaints against a member should be made informally through personal, private conferences at the school level among member, pupil, parent, principal and other appropriate staff personnel.

Complaints against a member shall be handled as follows:

1. A complaint received by an individual board member directed toward a member shall be referred to the superintendent.
2. The superintendent shall inform the building principal, where the member is assigned, of the complaint.
3. The building principal will inform the member of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint. The administrator shall offer every possible assistance to the member.
4. At the request of the complainant or member, a meeting of the member, principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
5. If the complaint is not resolved at that level, it may be appealed to the superintendent or his/her designee.

A complaint against a member which goes beyond the building level shall be reduced to writing.

6. If it is still unresolved, it may be appealed to the board.

A member may request, and be accompanied by, counsel and/or a representative of his/her choosing at any level of the written complaint procedure.

Prior to any written documentation regarding student opinion of events that occur in the classroom, the teacher shall have the opportunity to a conference with the administration.

C. Resolving Complaints Against Administrators by a Member(s)

Situations may arise where a member or a group of members have a complaint against an administrator which would not appropriately be subject to the grievance procedure. In such cases, the following procedure shall be followed:

1. The member or members shall attempt to resolve the problems with the administrator against whom the complaint is directed or they may direct said complaint to the president of the FEA for resolution with the administrator involved.
2. Any complaint going beyond Step 1 shall be presented by the president of the FEA, acting on behalf of the complainant(s), to the superintendent for resolution.
3. If it is still unresolved at the superintendent's level, the complaint may be presented to the board by the FEA president or his/her designee.
4. The administrator may be accompanied at any step of this procedure by a person of his/her choosing.

**ARTICLE 22 — COOPERATING TEACHER**

- A. A member wishing to be considered as a cooperating teacher for a student teacher will file his/her request each year with the superintendent not later than May of the previous year.
- B. The superintendent shall consider the request set forth in (A.) above when assigning student teachers.
- C. Student observers from universities may be assigned to a classroom after agreement by the member.
- D. A member shall have the right to refuse and/or request the removal of a student teacher or student observer.

**ARTICLE 23 — MEDICAL EXAMINATIONS**

Any member who is requested by the board to seek a medical examination of any type shall do so at board expense, and the examining physician shall be authorized to release his/her report to the board.

**ARTICLE 24 — FACILITIES**

The board will, prior to developing final plans for any new buildings or major changes to present structures, choose members, representative of those instructional areas found in the proposed building, to offer advice in the development of such plans and/or major changes. Said input will be advisory only, and failure to accept said advice will not be subject to the Grievance Procedure of this contract.

**ARTICLE 25 — COMMITTEES**

- A. A member serving on a paid committee shall be provided release time to assume necessary responsibilities and/or be paid \$25.00 per hour for any committee work which extends beyond the contract day. The administration shall designate whether a committee is a paid committee or a volunteer committee when establishing the committee.

B. In-service and Staff Development Committee

A paid committee comprised of at least one bargaining unit member per building and no less than three administrators shall be charged with planning in-services relevant to the district and building goals with an emphasis on providing the services via quality/skilled speakers including in house personnel.

**ARTICLE 26 — DRESS AND GROOMING**

Bargaining Unit Members are expected to dress and groom themselves in a manner which distinguishes them from the students, which is consistent with his/her status as a professional educator and which is appropriate for the occasion in which he/she finds himself/herself.

**ARTICLE 27-- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. A Local Professional Development Committee (LPDC) shall be established as required by the Ohio Revised Code Section 3319.22.
- B. The composition of this district-wide committee shall be as follows:
1. Four (4) members selected by the Association, and three (3) administrators, selected by the Superintendent.
  2. In the case of a vacancy created on the committee, the Association shall select a member to fill member's position and the Superintendent shall select another administrator to fill the position vacated by an administrator.
- C. Members of the committee shall be paid the hourly rate specified in Article 24 for each hour he/she is performing his/her responsibilities outside the regular work day.
- D. The purpose of the Local Professional Development committee is to review and approve the Individual Professional Development Plans (IPDP) of all certificated employees in the district, and to review and approve completed IPDP of certificated/licensed employees for renewal of or transition to a license. The LPDC will accept and process certificate renewals under the 1987 Standards for Certificate Renewals until the employee falls under licensure requirements. In cases of an administrator's review, the LPDC, upon the request of the administrator, shall cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

This committee shall establish the procedures that will govern its operation including but not limited to the following: Length of term of committee members, meeting times, meeting location, procedures for removal/replacement of members from the committee, and a notification process for employees.

Further, the committee shall establish the procedures required for employees to submit written IPDPS for committee consideration and action, including but not limited to:

1. Time lines for submission and completion of the employee's plan.
2. Criteria used to evaluate the plan.
3. A format for the plan.
4. An appeal process for disagreements concerning the plan.

5. A reciprocity statement for incoming plans of new employees.

These and any other items the committee finds necessary to meet the legal requirement shall be reduced to writing and distributed to all certificated employees.

## **ARTICLE 28 — PAYROLL PROCEDURES**

### **A. Payroll Periods**

1. Payroll periods are established on a biweekly basis, 26 pays per year.

### **B. Paycheck Distribution**

1. Paychecks shall be made available on Fridays prior to the member's lunch break, unless an unusual circumstance would cause a delay, in which case paychecks will be distributed at the end of the member's workday.
2. When a payday falls on a day:
  - a. Within spring or winter break;
  - b. When school is not in session during the school year;
  - c. When a majority of the members are not assigned to their respective building; then the check will be distributed on the preceding day.
3. A member on leave status may make additional arrangements for distribution of his/her check.
4. A member will have the option of having his/her paycheck paid through direct deposit.
5. Paychecks not picked up by the member by 3:00 p.m. on payday shall be mailed, on the same day, before post office closing.

If the address on any check is in error, or if the check is to be mailed to a different address, the member will provide the treasurer's office with the proper address. The responsibility of the treasurer's office shall be to place the checks in the envelopes and place the envelopes with the necessary postage in the United States mail unless otherwise directed by the individual.

### **C. Deductions**

1. Deductions from unexcused absences or absences without pay shall be calculated by dividing the total contract salary by one hundred eighty-five (185) contract days.
2. Deductions shall be made for the following:
  - a. STRS (over the number of pays scheduled)
  - b. Federal, state and local taxes
  - c. NCR Employees Credit Union
  - d. Tax sheltered annuities (5 or more participants)
  - e. Political contributions
  - f. FEA dues (Article 6)

- g. Educators Mutual Insurance
  - h. OEA Retirement Savings Plan
  - i. Member's contribution to board provided insurance premiums
  - j. United Way
2. Any changes in deduction schedules shall be determined by the superintendent or treasurer, with input from the FEA
  3. If for any reason the board fails to make a deduction for a member as provided above, it shall make said deduction from the member's next pay after the error is called to its attention (in writing) by the member. The FEA agrees to hold the board harmless for any error that may arise out of its reliance upon any authorization for dues deduction submitted by the association.

### **ARTICLE 29 — PROFESSIONAL GROWTH**

- A. Each member shall be paid two-hundred (\$200.00) per semester hour or One-hundred-fifty (\$150.00) per quarter hour for courses taken on the graduate or undergraduate level. The maximum number of hours (allowed) to be included for payment shall be six (6) semester hours or nine (9) quarter hours of credit during the fiscal year (July 1 to June 30).
- B. All courses taken must be approved in advance by the principal and superintendent. Graduate courses shall be in the field of education, but shall not be for hours taken towards an administrator's certificate. Undergraduate course may be approved for reimbursement if they are to upgrade a current certificate or to obtain additional certification for positions represented by the bargaining unit.
- C. The board will pay said professional growth stipend within thirty (30) days after submission of successful completion documentation during the months of October and March. The first day the course begins will establish the fiscal year in which payment will be made. A copy of the grade report and an official receipt from the college, or cancelled check, must be filed in the superintendent's office.
- D. A stipend will not be paid for any course where the member has previously received financial aid for the course or courses in question in the form of a scholarship, fellowship, or grant-in-aid, except in the case of a member who has received a tuition certificate in recognition of his/her services as a cooperating teacher for supervising a student teacher. The board will pay such member, provided he/she enrolls in a college course, in an amount equal to the equivalent tuition cost of the course at the university where the certificate was issued.
- E. Professional growth stipend will not be paid for college credit where reimbursement has been made under Article 9, Professional Meetings and Conferences.

### **ARTICLE 30 — MILEAGE REIMBURSEMENT**

A member required to use a private automobile in the normal and regular course of completing his/her assigned duties (including that of supplemental contract positions as requested and approved by the responsible building administrator) or those given specific temporary assignments requiring such usage will be entitled to receive mileage payments for use of said automobile. Reimbursement shall be at the rate established by the I.R.S. annually. Mileage reimbursements for less than \$25 will be paid by June 30 of the school year in which expenses occurred.

## **ARTICLE 31 — SEVERANCE PAY**

- A. A member who has been employed in the district ten (10) years or more (and who upon leaving the employment of the district retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio), shall receive severance pay in an amount equal to twenty-five percent (25%) of the member's accumulated but unused sick leave to a maximum of fifty-nine (59) days in a school year at his/her per diem rate at the time of retirement. Severance pay shall be paid to a party named by the member in the event of the death of a member.
- B. The Board will sponsor and implement a Section 403(b) Plan which will allow retiring members in the Covered Group tax shelter their severance pay and retirement incentive. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.
- C. Retirees as of May 1, 2008 and after, as members of the Covered Group will have their severance pay and retirement incentive deposited into the Section 403(b) Plan sponsored by the Board.
- D. Any amounts of money exceeding the current annual 415 limit for the Section 403(b) Plan will have additional monies paid in the Section 403(b) Plan at the maximum contribution level allowed by Section 415 for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in January and June of the year following retirement.

## **ARTICLE 32— INSURANCE**

### A. General Provision

- 1. All insurances provided pursuant to the master contract shall be subject to the conditions set forth in any insurance contract secured by the board, provided however, if the board elects to change carriers, any new insurance coverage secured shall be equivalent to the coverage described in this section.
- 2. Unless a properly completed application for insurance(s) is filed with the treasurer of the board within ten (10) days of the date the member commences active working employment or returns to active working employment from leave, whichever is applicable, coverage will not be available until the next open enrollment period as determined by the insurance carrier.
- 3. In the event a member desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the member must complete appropriate forms supplied by the treasurer of the board. For the changed coverage to be effective on the date of the change of marital status of the member, the new application must be on file with the treasurer of the board before the effective date of the change of marital status.
- 4. Any member, because of loss of coverage under his/her spouse's insurance, may enroll in the insurance program within ten (10) days' notification to the treasurer's office.
- 5. The carriers of the insurance program shall provide the FEA all annual summary reports and rate increase data and information at the same time that it is provided to the board.

6. For purposes of this article, the effective date of resignation, nonrenewal, termination of a contract shall be either: (1) the day prior to the commencement of the next school year, or (2) the effective resignation date, whichever occurs first.

B. Insurance Programs

1. Hospitalization/Major Medical

- a. Effective, October 1, 2011, the Board shall pay eighty percent (80%) of the insurance premium and the member shall pay twenty percent (20%) of the insurance premium for hospitalization/medical insurance. In the event the premium amount increases by more than fifteen percent (15%) during the term of the negotiated labor agreement, the Board and the member shall split the amount of increase greater than fifteen percent (15%) equally.

The Board shall implement the Anthem Plan change effective October 1, 2011.

When both the wife and husband are employed by the board, they shall select either two (2) single plans or one (1) family plan. If the members select one (1) family plan, the board shall pay one hundred percent (100%) of the monthly premium.

- b. In the event the insurance carrier declares a "premium holiday," the Board shall not deduct the member's share of the premium for that period.
- c. In the event the insurance carrier rebates a portion of the premium already paid, the Board shall pro-rate this rebate among the members in proportion to his/her pro-rated share. The rebate shall be reflected by a reduction in the employee's share of their insurance premium.
- d. Any recommendations for changes in the current health insurance program(s) shall be presented to both the Board and the Association membership for ratification prior to any implementation.
- e. Any full-time member eligible to receive medical benefits who elects not to take benefits shall be paid \$1,000.00 provided the member does not take or accept medical benefits for one (1) full enrollment year. This provision shall not be available to married spouses employed by the Board and taking or receiving benefits under Article 32, Section 1. This provision shall not become effective unless at least five (5) additional members withdraw from the District-provided health care plan after July 1, 2011. Employee must be able to verify that s/he has insurance available.

2. Dental Insurance

The board shall pay one hundred percent (100%) of the dental insurance premium extended to all members of the bargaining unit. The orthodontic maximum will be \$1500.

3. Life Insurance

The board shall provide a \$50,000 term life insurance policy for all members.

4. Section 125

Members may participate in a Section 125 Plan of the IRC Code, including medical expenses, dependent care and premium payments.

5. Vision Insurance

Effective October 1, 2001, the Board shall pay 100% of the 8/1/01 cost of VSP Vision Insurance. Any premium increase shall be shared equally by the Board and the member.

When both the wife and husband are employed by the Board, they shall elect either two (2) single plans or one (1) family plan. If the members elect one (1) family plan, the Board shall pay one hundred percent (100%) of the monthly premium.

6. The foregoing insurance specifications are outlined in Appendix F.

7. Joint Insurance Committee

A joint insurance committee shall be formed, consisting of three (3) representatives from the Board of Education, Franklin Education Association OEA/NEA and the Ohio Association of Public School Employees, with duties to study hospitalization/health care plan alternatives, to review potential premiums, and to recommend the type and carrier of health insurance program and benefit levels to be provided. The committee will meet at least once per quarter and meetings will be scheduled through the Superintendent's office. Any changes in the type or benefit levels of the health insurance program will be contingent on approval of the interested parties.

### **ARTICLE 33 — REHIRING RETIRED TEACHERS**

The terms of employment for a newly employed but previously retired certificated staff member shall be as per the contract except as follows:

1. Retirement from any district shall be considered a break in employment.
2. Any re-employed retiree shall be precluded from service credit earned prior to retirement.
3. Each year service credit shall be at the Superintendent's discretion and will be granted the appropriate education level attained.
4. The staff member shall not be eligible for severance.
5. The staff member shall receive one year limited contracts which automatically expire and shall not be eligible for continuing contracts as provided for in the Section 3319.11 ORC.
6. The staff member shall be eligible for the insurance benefits as set forth in Article 29.
7. The provisions of this article are not grievable under Article 7 of this Agreement or through any action or claim filed with SERB or a court of law.

8. College reimbursement shall be provided only for licensure or certification renewal.
9. Members shall not accrue seniority.
10. Evaluations are not mandatory.

### **ARTICLE 34 — SALARY**

- A. The base salary and index shall be reflected in the attached salary schedule.

In the 2011/2012 school year there shall be a zero percent (0%) increase on base salary. In the 2012/2013 school year there shall be a zero percent (0%) increase on base salary. For the 2013/2014 school year there shall be a reopener on wages and health care insurance.

Employees who are not receiving a step increase in the 2011/2012 and/or 2012/2013 contract years shall receive an annual one time increase of \$900.00. This increase shall not be added to the amount of the District salary schedule. Employees receiving this stipend shall have the amount spread over their 26 annual pays each year.

- B. For proper placement on the salary schedule, the member being employed shall furnish an official transcript of credits, a valid teaching certificate and, if armed forces credit is to be granted, a copy of discharge or Separation Form 214, to the treasurer of the board. Upon submission of such information, the member shall immediately be moved to the proper placement on the salary schedule, retroactive to the beginning of that member's contract year.
- C. Failure of a member to provide proper certification/licensure could result in withholding of pay and/or dismissal.
- D. Full Credit on Salary Schedule for Years of Experience

1. A member new to the district shall be given credit on the salary schedule for years of teaching experience, to a maximum of ten (10) years, within the state accredited private, public or parochial schools, pursuant to ORC.
2. A year's credit is given for one hundred-twenty (120) days or more of teaching experience in a given year.

- E. Credit for Additional Hours

To be eligible for a lateral move at the beginning of the school year, a certified copy of the transcript and a letter of request must be filed with the superintendent by November 1. In order to be eligible for a lateral move on the salary schedule at the beginning of the second semester, a certified copy of the transcript and a letter of request must be filed with the superintendent by March 1.

A member who qualifies for advancement to another column on the salary schedule shall be placed on the equivalent step in the new column as indicated by his/her training and years of credited experience.

**FRANKLIN CITY SCHOOLS**  
**2011/2012 AND 2012/2013 CERTIFIED SALARY SCHEDULE**  
**Effective August 1, 2011**

STEP	DEGREE	150 HRS	MA	MA+30
0	\$ 36,433 1.0000	\$ 38,255 1.0500	\$ 40,076 1.1000	\$ 41,898 1.1500
1	\$ 37,981 1.0425	\$ 39,912 1.0955	\$ 41,916 1.1505	\$ 43,902 1.2050
2	\$ 39,530 1.0850	\$ 41,570 1.1410	\$ 43,756 1.2010	\$ 45,906 1.2600
3	\$ 41,078 1.1275	\$ 43,228 1.1865	\$ 45,596 1.2515	\$ 47,909 1.3150
4	\$ 42,627 1.1700	\$ 44,885 1.2320	\$ 47,436 1.3020	\$ 49,913 1.3700
5	\$ 44,175 1.2125	\$ 46,543 1.2775	\$ 49,276 1.3525	\$ 51,917 1.4250
6	\$ 45,723 1.2550	\$ 48,201 1.3230	\$ 51,115 1.4030	\$ 53,921 1.4800
7	\$ 47,272 1.2975	\$ 49,859 1.3685	\$ 52,955 1.4535	\$ 55,925 1.5350
8	\$ 48,820 1.3400	\$ 51,516 1.4140	\$ 54,795 1.5040	\$ 57,928 1.5900
9	\$ 50,369 1.3825	\$ 53,174 1.4595	\$ 56,635 1.5545	\$ 59,932 1.6450
10	\$ 51,917 1.4250	\$ 54,832 1.5050	\$ 58,475 1.6050	\$ 61,936 1.7000
11	\$ 53,465 1.4675	\$ 56,489 1.5505	\$ 60,315 1.6555	\$ 63,940 1.7550
12	\$ 55,014 1.5100	\$ 58,147 1.5960	\$ 62,155 1.7060	\$ 65,944 1.8100
13	\$ 56,562 1.5525	\$ 59,805 1.6415	\$ 63,995 1.7565	\$ 67,948 1.8650
14	\$ 58,111 1.5950	\$ 61,462 1.6870	\$ 65,834 1.8070	\$ 69,951 1.9200
15	\$ 59,659 1.6375	\$ 63,120 1.7325	\$ 67,674 1.8575	\$ 71,955 1.9750
16	\$ 59,659 1.6375	\$ 63,120 1.7325	\$ 67,674 1.8575	\$ 71,955 1.9750
17	\$ 59,659 1.6375	\$ 63,120 1.7325	\$ 67,674 1.8575	\$ 71,955 1.9750
18	\$ 59,659 1.6375	\$ 63,120 1.7325	\$ 67,674 1.8575	\$ 71,955 1.9750
19	\$ 59,659 1.6375	\$ 63,120 1.7325	\$ 67,674 1.8575	\$ 71,955 1.9750
20	\$ 61,207 1.6800	\$ 64,778 1.7780	\$ 69,514 1.9080	\$ 73,959 2.0300
25	\$ 62,756 1.7225	\$ 66,436 1.8235	\$ 71,354 1.9585	\$ 75,963 2.0850

## ARTICLE 35 — SUPPLEMENTAL CONTRACTS AND SALARIES

- A. A member who accepts an extracurricular assignment in accordance to the attached supplemental salary schedule shall be issued a written supplemental contract that is in addition to his/her regular contract.
- B. Nothing herein contained shall be construed to prohibit the board from offering a supplemental contract to any member, such additional time to be paid at the rate as established by contract. Nor shall anything herein contained be construed to prohibit the addition of supplementary contract categories to the schedule as proposed. Placement on the supplemental salary schedule for such positions shall be a matter for negotiations. The supplemental salary schedule, with a listing of supplemental positions and the amounts to be paid for the performance of the supplemental duty, is attached to this document.
- C. The supplemental salary schedule is indexed with the base salary of the BA column of the current regular member's schedule.
- D. Supplemental salaries will be paid upon completion of duties and authorization of immediate supervisor. Date of pay will be scheduled by treasurer's office. Salary may be taken in one or two payments, as indicated on the supplemental contract. For those selecting two payments, the first pay will be scheduled by the treasurer's office and paid when duties are approximately half completed and with authorization of immediate supervisor. Final payment (or for those selecting one payment) will be scheduled by the treasurer's office and paid at the completion of duties with the authorization of immediate supervisor. If a member does not select the type of payment desired, he/she will be paid in two payments.
- E. A member's supplemental contract shall automatically non-renew pursuant to the provisions of Section 3319.11(I), R.C.
- F. A joint supplemental review committee shall be formed, consisting of three (3) representatives from the Board and the FEA. The committee will meet at least once each year and will be scheduled by the high school principal and athletic director. Any changes to the supplemental salary schedule will be contingent upon Board and FEA approval.

**FRANKLIN CITY SCHOOLS**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**2011/2012 AND 2012/2013**

Base Salary:

\$ 36,433

<b>CS-1</b>	<b>CS-3</b>	<b>CS-5</b>																																																																																																				
<b>HV Football (Program Coordinator)*</b> <b>Athletic Director</b> <b>HV Basketball (B/G)(Program Coord)*</b> <b>HV Wrestling</b> <b>HV Baseball</b> <b>HV Softball</b> <b>HV Soccer (B &amp; G)</b> <b>HV Volleyball</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Exp.</u></th> <th style="text-align: left;"><u>Index</u></th> <th></th> <th></th> </tr> </thead> <tbody> <tr><td>0</td><td>0.1000</td><td>\$</td><td>3,643</td></tr> <tr><td>1</td><td>0.1100</td><td>\$</td><td>4,008</td></tr> <tr><td>2</td><td>0.1200</td><td>\$</td><td>4,372</td></tr> <tr><td>3</td><td>0.1300</td><td>\$</td><td>4,736</td></tr> <tr><td>4</td><td>0.1400</td><td>\$</td><td>5,101</td></tr> <tr><td>5</td><td>0.1500</td><td>\$</td><td>5,465</td></tr> <tr><td>8</td><td>0.1800</td><td>\$</td><td>6,558</td></tr> <tr><td>10</td><td>0.2000</td><td>\$</td><td>7,287</td></tr> </tbody> </table>	<u>Exp.</u>	<u>Index</u>			0	0.1000	\$	3,643	1	0.1100	\$	4,008	2	0.1200	\$	4,372	3	0.1300	\$	4,736	4	0.1400	\$	5,101	5	0.1500	\$	5,465	8	0.1800	\$	6,558	10	0.2000	\$	7,287	<b>VA Wrestling</b> <b>Head 9th Basketball (B &amp; G)</b> <b>Head 9th Football</b> <b>VA Baseball</b> <b>VA Softball</b> <b>VA Soccer (B &amp; G)</b> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>0</td><td>0.0697</td><td>\$</td><td>2,539</td></tr> <tr><td>1</td><td>0.0762</td><td>\$</td><td>2,776</td></tr> <tr><td>2</td><td>0.0827</td><td>\$</td><td>3,013</td></tr> <tr><td>3</td><td>0.0892</td><td>\$</td><td>3,250</td></tr> <tr><td>4</td><td>0.0957</td><td>\$</td><td>3,487</td></tr> <tr><td>5</td><td>0.1022</td><td>\$</td><td>3,723</td></tr> <tr><td>8</td><td>0.1217</td><td>\$</td><td>4,434</td></tr> <tr><td>10</td><td>0.1347</td><td>\$</td><td>4,908</td></tr> </tbody> </table>	0	0.0697	\$	2,539	1	0.0762	\$	2,776	2	0.0827	\$	3,013	3	0.0892	\$	3,250	4	0.0957	\$	3,487	5	0.1022	\$	3,723	8	0.1217	\$	4,434	10	0.1347	\$	4,908	<b>9th Volleyball, JV Boys Golf</b> <b>9th Baseball, Softball</b> <b>9th Asst. Football</b> <b>Asst. Football (7th/8th)</b> <b>Asst. HS Wrestling, Track (7th/8th)</b> <b>Cross Country (7th/8th)</b> <b>Strength &amp; Conditioning (Pd. Qtrly)</b> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>0</td><td>0.0459</td><td>\$</td><td>1,672</td></tr> <tr><td>1</td><td>0.0491</td><td>\$</td><td>1,789</td></tr> <tr><td>2</td><td>0.0523</td><td>\$</td><td>1,905</td></tr> <tr><td>3</td><td>0.0555</td><td>\$</td><td>2,022</td></tr> <tr><td>4</td><td>0.0587</td><td>\$</td><td>2,139</td></tr> <tr><td>5</td><td>0.0619</td><td>\$</td><td>2,255</td></tr> <tr><td>8</td><td>0.0715</td><td>\$</td><td>2,605</td></tr> <tr><td>10</td><td>0.0779</td><td>\$</td><td>2,838</td></tr> </tbody> </table>	0	0.0459	\$	1,672	1	0.0491	\$	1,789	2	0.0523	\$	1,905	3	0.0555	\$	2,022	4	0.0587	\$	2,139	5	0.0619	\$	2,255	8	0.0715	\$	2,605	10	0.0779	\$	2,838
<u>Exp.</u>	<u>Index</u>																																																																																																					
0	0.1000	\$	3,643																																																																																																			
1	0.1100	\$	4,008																																																																																																			
2	0.1200	\$	4,372																																																																																																			
3	0.1300	\$	4,736																																																																																																			
4	0.1400	\$	5,101																																																																																																			
5	0.1500	\$	5,465																																																																																																			
8	0.1800	\$	6,558																																																																																																			
10	0.2000	\$	7,287																																																																																																			
0	0.0697	\$	2,539																																																																																																			
1	0.0762	\$	2,776																																																																																																			
2	0.0827	\$	3,013																																																																																																			
3	0.0892	\$	3,250																																																																																																			
4	0.0957	\$	3,487																																																																																																			
5	0.1022	\$	3,723																																																																																																			
8	0.1217	\$	4,434																																																																																																			
10	0.1347	\$	4,908																																																																																																			
0	0.0459	\$	1,672																																																																																																			
1	0.0491	\$	1,789																																																																																																			
2	0.0523	\$	1,905																																																																																																			
3	0.0555	\$	2,022																																																																																																			
4	0.0587	\$	2,139																																																																																																			
5	0.0619	\$	2,255																																																																																																			
8	0.0715	\$	2,605																																																																																																			
10	0.0779	\$	2,838																																																																																																			
<b>CS-2</b> <b>Head JV Basketball (B/G)</b> <b>VA Football</b> <b>HV Track (B &amp; G)</b> <b>HV Golf</b> <b>Varsity Swim Coach</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Exp.</u></th> <th style="text-align: left;"><u>Index</u></th> <th></th> <th></th> </tr> </thead> <tbody> <tr><td>0</td><td>0.0857</td><td>\$</td><td>3,122</td></tr> <tr><td>1</td><td>0.0938</td><td>\$</td><td>3,417</td></tr> <tr><td>2</td><td>0.1019</td><td>\$</td><td>3,713</td></tr> <tr><td>3</td><td>0.1100</td><td>\$</td><td>4,008</td></tr> <tr><td>4</td><td>0.1181</td><td>\$</td><td>4,303</td></tr> <tr><td>5</td><td>0.1262</td><td>\$</td><td>4,598</td></tr> <tr><td>8</td><td>0.1505</td><td>\$</td><td>5,483</td></tr> <tr><td>10</td><td>0.1667</td><td>\$</td><td>6,073</td></tr> </tbody> </table>	<u>Exp.</u>	<u>Index</u>			0	0.0857	\$	3,122	1	0.0938	\$	3,417	2	0.1019	\$	3,713	3	0.1100	\$	4,008	4	0.1181	\$	4,303	5	0.1262	\$	4,598	8	0.1505	\$	5,483	10	0.1667	\$	6,073	<b>CS-4</b> <b>HV Cross Country</b> <b>HV Tennis (B &amp; G)</b> <b>Head JV Volleyball, Track</b> <b>Head Basketball (7th/8th)</b> <b>Head Football (7th/8th)</b> <b>Head Wrestling (7th/8th)</b> <b>Head Track (B&amp;G)(7th/8th)</b> <b>Head Volleyball (7th/8th)</b> <b>Cheerleader Sponsors</b> <b>JV/Varsity - 100% of Index</b> <b>7,8,9 - 75% of Index</b> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>0</td><td>0.0577</td><td>\$</td><td>2,102</td></tr> <tr><td>1</td><td>0.0626</td><td>\$</td><td>2,281</td></tr> <tr><td>2</td><td>0.0675</td><td>\$</td><td>2,459</td></tr> <tr><td>3</td><td>0.0724</td><td>\$</td><td>2,638</td></tr> <tr><td>4</td><td>0.0773</td><td>\$</td><td>2,816</td></tr> <tr><td>5</td><td>0.0822</td><td>\$</td><td>2,995</td></tr> <tr><td>8</td><td>0.0969</td><td>\$</td><td>3,530</td></tr> <tr><td>10</td><td>0.1067</td><td>\$</td><td>3,887</td></tr> </tbody> </table>	0	0.0577	\$	2,102	1	0.0626	\$	2,281	2	0.0675	\$	2,459	3	0.0724	\$	2,638	4	0.0773	\$	2,816	5	0.0822	\$	2,995	8	0.0969	\$	3,530	10	0.1067	\$	3,887	<b>Athletic Trainer</b> <b>(Aug. 1 to close school)</b> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>0</td><td>0.1775</td><td>\$</td><td>6,467</td></tr> <tr><td>1</td><td>0.1890</td><td>\$</td><td>6,886</td></tr> <tr><td>2</td><td>0.2005</td><td>\$</td><td>7,305</td></tr> <tr><td>3</td><td>0.2120</td><td>\$</td><td>7,724</td></tr> <tr><td>4</td><td>0.2235</td><td>\$</td><td>8,143</td></tr> <tr><td>5</td><td>0.2350</td><td>\$</td><td>8,562</td></tr> </tbody> </table>	0	0.1775	\$	6,467	1	0.1890	\$	6,886	2	0.2005	\$	7,305	3	0.2120	\$	7,724	4	0.2235	\$	8,143	5	0.2350	\$	8,562								
<u>Exp.</u>	<u>Index</u>																																																																																																					
0	0.0857	\$	3,122																																																																																																			
1	0.0938	\$	3,417																																																																																																			
2	0.1019	\$	3,713																																																																																																			
3	0.1100	\$	4,008																																																																																																			
4	0.1181	\$	4,303																																																																																																			
5	0.1262	\$	4,598																																																																																																			
8	0.1505	\$	5,483																																																																																																			
10	0.1667	\$	6,073																																																																																																			
0	0.0577	\$	2,102																																																																																																			
1	0.0626	\$	2,281																																																																																																			
2	0.0675	\$	2,459																																																																																																			
3	0.0724	\$	2,638																																																																																																			
4	0.0773	\$	2,816																																																																																																			
5	0.0822	\$	2,995																																																																																																			
8	0.0969	\$	3,530																																																																																																			
10	0.1067	\$	3,887																																																																																																			
0	0.1775	\$	6,467																																																																																																			
1	0.1890	\$	6,886																																																																																																			
2	0.2005	\$	7,305																																																																																																			
3	0.2120	\$	7,724																																																																																																			
4	0.2235	\$	8,143																																																																																																			
5	0.2350	\$	8,562																																																																																																			

**FRANKLIN CITY SCHOOLS**  
**SUPPLEMENTAL SALARY SCHEDULE**  
 2011/2012 and 2012/2013

Base Salary:           \$     36,433

<p><b>AS-1</b>                  Art Club, Future Secretaries Club,                  Language Clubs (Spanish, French),                  Honor Society, Jr. Council                  World Affairs, Thespian Club,                  Construction of Production Sets,                  SADD Club, Class Sponsors (10,9),                  Video Production Club, Math Club                  7/8 Student Government,                  Elem. Spelling Bee Coach                  Elem. Musical Directors</p> <table border="1"> <thead> <tr> <th>Exp.</th> <th>Index</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.0124</td> <td>\$</td> <td>452</td> </tr> <tr> <td>3</td> <td>0.0169</td> <td>\$</td> <td>616</td> </tr> <tr> <td>5</td> <td>0.0213</td> <td>\$</td> <td>776</td> </tr> <tr> <td>8</td> <td>0.0257</td> <td>\$</td> <td>936</td> </tr> </tbody> </table>	Exp.	Index			0	0.0124	\$	452	3	0.0169	\$	616	5	0.0213	\$	776	8	0.0257	\$	936	<p><b>AS-3</b>                  Secondary Department Heads                  (English, Math, Social                  Studies, Science, Business)</p> <table border="1"> <thead> <tr> <th>Exp.</th> <th>Index</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.0213</td> <td>\$</td> <td>776</td> </tr> <tr> <td>3</td> <td>0.0284</td> <td>\$</td> <td>1,035</td> </tr> <tr> <td>5</td> <td>0.0355</td> <td>\$</td> <td>1,293</td> </tr> <tr> <td>8</td> <td>0.0426</td> <td>\$</td> <td>1,552</td> </tr> </tbody> </table>	Exp.	Index			0	0.0213	\$	776	3	0.0284	\$	1,035	5	0.0355	\$	1,293	8	0.0426	\$	1,552	<p><b>AS-5</b>                  High School Vocal Music                  Director, Fall Play Director,                  Academic Competition Advisor,                  Pep Band Sponsor</p> <table border="1"> <thead> <tr> <th>Exp.</th> <th>Index</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.0373</td> <td>\$</td> <td>1,359</td> </tr> <tr> <td>3</td> <td>0.0471</td> <td>\$</td> <td>1,716</td> </tr> <tr> <td>5</td> <td>0.0568</td> <td>\$</td> <td>2,069</td> </tr> <tr> <td>8</td> <td>0.0665</td> <td>\$</td> <td>2,423</td> </tr> </tbody> </table>	Exp.	Index			0	0.0373	\$	1,359	3	0.0471	\$	1,716	5	0.0568	\$	2,069	8	0.0665	\$	2,423
Exp.	Index																																																													
0	0.0124	\$	452																																																											
3	0.0169	\$	616																																																											
5	0.0213	\$	776																																																											
8	0.0257	\$	936																																																											
Exp.	Index																																																													
0	0.0213	\$	776																																																											
3	0.0284	\$	1,035																																																											
5	0.0355	\$	1,293																																																											
8	0.0426	\$	1,552																																																											
Exp.	Index																																																													
0	0.0373	\$	1,359																																																											
3	0.0471	\$	1,716																																																											
5	0.0568	\$	2,069																																																											
8	0.0665	\$	2,423																																																											
<p><b>AS-2</b>                  Detention Supervisor,                  Jr. High Newspaper,                  Children's Touring Company,                  Asst. Fall Play Director,                  Science Olympiad,                  Envirothon,                  Orchestra Leader/Spring Musical,                  Computer Monitor                  Jr. High Play Director</p> <table border="1"> <thead> <tr> <th>Exp.</th> <th>Index</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.0177</td> <td>\$</td> <td>645</td> </tr> <tr> <td>3</td> <td>0.0249</td> <td>\$</td> <td>907</td> </tr> <tr> <td>5</td> <td>0.0320</td> <td>\$</td> <td>1,166</td> </tr> <tr> <td>8</td> <td>0.0391</td> <td>\$</td> <td>1,425</td> </tr> </tbody> </table>	Exp.	Index			0	0.0177	\$	645	3	0.0249	\$	907	5	0.0320	\$	1,166	8	0.0391	\$	1,425	<p><b>AS-4</b>                  Student Government,                  Junior Class Sponsor,                  Senior Class Sponsor,                  Drill Team, Flag Corps,                  Asst. Vocal Music Director                  Asst. Marching Band Director</p> <table border="1"> <thead> <tr> <th>Exp.</th> <th>Index</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.0355</td> <td>\$</td> <td>1,293</td> </tr> <tr> <td>3</td> <td>0.0444</td> <td>\$</td> <td>1,618</td> </tr> <tr> <td>5</td> <td>0.0532</td> <td>\$</td> <td>1,938</td> </tr> <tr> <td>8</td> <td>0.0620</td> <td>\$</td> <td>2,259</td> </tr> </tbody> </table>	Exp.	Index			0	0.0355	\$	1,293	3	0.0444	\$	1,618	5	0.0532	\$	1,938	8	0.0620	\$	2,259	<p><b>AS-6</b>                  Yearbook Sponsor*</p> <table border="1"> <thead> <tr> <th>Exp.</th> <th>Index</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.0497</td> <td>\$</td> <td>1,811</td> </tr> <tr> <td>3</td> <td>0.0675</td> <td>\$</td> <td>2,459</td> </tr> <tr> <td>5</td> <td>0.0852</td> <td>\$</td> <td>3,104</td> </tr> <tr> <td>8</td> <td>0.1029</td> <td>\$</td> <td>3,749</td> </tr> </tbody> </table> <p>*If one period per day is provided during the teacher's regular schedule, he/she will be issued a supplemental of \$1,000</p>	Exp.	Index			0	0.0497	\$	1,811	3	0.0675	\$	2,459	5	0.0852	\$	3,104	8	0.1029	\$	3,749
Exp.	Index																																																													
0	0.0177	\$	645																																																											
3	0.0249	\$	907																																																											
5	0.0320	\$	1,166																																																											
8	0.0391	\$	1,425																																																											
Exp.	Index																																																													
0	0.0355	\$	1,293																																																											
3	0.0444	\$	1,618																																																											
5	0.0532	\$	1,938																																																											
8	0.0620	\$	2,259																																																											
Exp.	Index																																																													
0	0.0497	\$	1,811																																																											
3	0.0675	\$	2,459																																																											
5	0.0852	\$	3,104																																																											
8	0.1029	\$	3,749																																																											

**CREDIT FOR PAST EXPERIENCE SHALL BE GRANTED WHEN IMPLEMENTING THIS SCHEDULE. POSITIONS MAY BE FILLED BY ONE OR TWO PEOPLE WITH THE APPROVAL OF THE SUPERINTENDENT.**

<b>SATURDAY SCHOOL SUPERVISOR -</b>	0.0032	\$ 117	(Per 4-Hr. Session)
<b>GRANDFATHERED POSITIONS</b>			<b>SPECIAL EDUCATION CLASSES (DH, LD, MH) \$450</b>
Credit for past experience shall be granted when implementing this schedule.			
Positions may be filled by one or two people with the approval of the superintendent.			

**ARTICLE 36 — EARLY RETIREMENT**

The Board and the Association mutually agree that either party at any time during the duration of this contract shall have the right to initiate negotiations over the issue of early retirement.

The Franklin City Schools shall contact the Educators Preferred Corporation and have them come up with an incentive program for teachers in Franklin, similar to that provided in Forest Hills, Springboro and Hamilton, to retire during the 2011/2012 school year. This plan shall become a part of the FEA contract by MOU for the 2011/2012 school year. The Board of Education reserves the right to evaluate the results of the proposed plan to determine if the plan is financially favorable to the District. In the event the plan is not financially favorable the Board may choose not to implement the plan.

**ARTICLE 37 — DURATION**

- A. Except as specifically stated otherwise, this agreement shall be in full force and effect from August 1, 2011 through July 31, 2014. There shall be a reopener on wages and health care insurance for the 2013/2014 school year.

**FOR THE ASSOCIATION**

Teresa Henderson-McMurr 10/6/11  
President Date

\_\_\_\_\_  
Spokesperson Date

Loraine M. Gress 10-6-11  
Team Member Date

Chris Creech 10/6/11  
Team Member Date

Jamie Rafferty 10/6/11  
Team Member Date

\_\_\_\_\_  
Team Member Date

\_\_\_\_\_  
Team Member Date

**FOR THE BOARD**

J. Raleigh 10/24/11  
President Date

Janet Bellamy 10/24/11  
Treasurer Date

## APPENDIX A

### **Labor Management Committee Procedures**

In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study, and discuss solutions to mutual district issues affecting labor relations. The Labor Management Committee shall also serve, as a committee to which unresolved building concerns may be appealed.

### **Representation**

Representation on this committee shall be Four (4) members for the Administration and four (4) members for the association.

**Chairperson** The chair of the committee shall alternate from meeting to meeting between the Administration and Association, unless the parties mutually agree otherwise.

### **Meeting Schedule and Agenda**

Meetings shall be held once a month or as needed. An agenda shall be submitted to both parties at least forty-eight (48) hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda at least forty-eight (48) hours prior to the distribution of the agenda. The intent is for each side to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Except in emergencies, topics not on the agenda shall not be discussed but shall be placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Unless the parties mutually agree otherwise, discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

### **Minutes**

Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association members.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration, and/or any other type of proceeding.

### **General Guidelines**

While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the agreement, but may be used to clarify or produce guidelines for implementation.

No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

No item concerning a building problem shall be placed on the agenda unless it has been discussed at the building level first.

Timelines for the resolution of and/or feedback on agenda items shall be set by the committee and shall be adhered to unless changed by mutual consent.

Where agreement is reached by the LMC on a topic, it will be reduced to writing and will be signed by the two chairs.

At the organizational meeting general rules of operation will be developed. The services the Federal Mediation and Conciliation Service will be secured for this purpose. Any person who serves on the LMC must have gone through the Labor management training provided by FMCS.

There shall be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

**Table Topics**

The chairperson shall recognize a motion by either party to table a topic for further study.

**Annual Evaluation**

The LMC shall annually evaluate its effectiveness.

150 E. SIXTH STREET  
FRANKLIN, OHIO 45005  
PHONE (937) 746-1699

GRIEVANCE DECISIONS

Level One (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Aggrieved and/or Association Representative

Level Two (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Aggrieved and/or Association Representative

Level Three (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Aggrieved and/or Association Representative

WHERE DECISIONS REQUIRE ADDITIONAL SPACE, ATTCH AS NECESSARY.

Signatures of the aggrieved and/or Association Representative only indicates receipt and not necessarily agreement with the decision.

Copies: Grievant, Principal, Superintendent, FEA

**SICK LEAVE BANK APPLICATION**

I am applying for \_\_\_\_\_ day(s) from the sick leave Bank and have attached my Doctor statement as required in section 3b of the sick leave bank language.

With my signature below I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the 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.

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

**APPLICATION TO JOIN SICK LEAVE BANK**

I request that one (1) day of my accumulated sick days be placed in the Franklin City schools Sick leave Bank. In joining the sick Leave bank I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date