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UNSIGNED

MASTER CONTRACT

AGREEMENT

between the

FELICITY-FRANKLIN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

FELICITY EDUCATION ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

EFFECTIVE
JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE 1:
PREAMBLE

1.01 It is the purpose of this document to establish a relationship between the Felicity Education Association/OEA/NEA (hereafter referred to as the "Association") and the Felicity-Franklin Local School District Board of Education (hereafter referred to as the "Board") to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE 2:
BARGAINING UNIT DEFINED

2.01 The bargaining unit represented exclusively by the Felicity Education Association/OEA/NEA is defined as all individuals holding certificate/license issued by the Ohio Department of Education who are employed by the Board in a position requiring such a license/certificate. Excluded from the unit are the Superintendent, principals, assistant principals, all other administrative/ management/supervisory employees as described/defined in Section 3319.02 of the O.R.C. and/or the Act, all substitute employees, and all other employees, tutors and individualized home instructors.

2.02 The term teacher when used within refers to bargaining unit member.

ARTICLE 3:
NEGOTIATION PROCEDURES

3.01 INITIATING NEGOTIATIONS

3.0101 All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed to the Superintendent; the request initiated by the Board shall be directed to the President of the Association. The written request for negotiations shall include:

A. Date of letter
B. Statement of matters to be discussed
C. Time, place and date of three (3) proposed dates for the initial negotiation session.

3.0102 A written reply shall be sent by the receiving party within ten (10) calendar days of receipt of said request. This letter shall include:

A. Date of letter
B. Date for the first session

3.0103 All negotiations shall be in accordance with the reopener provisions of this Contract.

3.0104 The requesting party shall serve a copy of the request and the current Contract upon the SERB Board.

3.02 NEGOTIATIONS SESSIONS

The parties shall meet at a time and place as established under Section 3.01 of this Article for the first negotiation session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session. All issues proposed for discussion shall be reduced to writing in comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting.

3.03 NEGOTIATION TEAMS

3.0301 Each team shall be made up of people of the party's choice with the Association team consisting of no more than four (4) teachers, plus the OEA consultant. Three (3) Association observers can attend each negotiations session with mutual agreement of the parties. The role of the observer(s) shall be clarified at the beginning of each session in which an observer is present. The Board team shall be no more than five (5) members. Each team shall designate a chairperson. All bargaining shall be done exclusively by said teams.

3.0302 The parties may call upon consultants to assist in preparing for bargaining and utilize them for consultation during bargaining sessions. The expense of the consultants shall be paid by the party requesting such. A limit of two (2) consultants may be used by each party in any one (1) session.

3.04 INFORMATION

The designated representatives of the Board and the Association agree to make available to each other upon written request within ten (10) days all available public information. The Treasurer shall provide the Association's agent the following as they become available:

A. Training and experience grid
B. Treasurer's monthly financial reports
C. Approved five year forecast
D. The costs of a one percent increase on the salary schedule
E. Annual Summary Report and rate increase data for all insurances
F. Salaries and increases for administrators and exempt staff

3.05 CAUCUSES

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be set for a reasonable amount of time with no more than thirty (30) minutes being the goal. In the event more than thirty (30) minutes is needed, the party needing more time shall notify the other party of the additional need for time.

3.06 ITEM AGREEMENT

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

3.07 AGREEMENT

3.0701 When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Superintendent in writing by the President of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

3.0702 After the agreement is ratified and approved by both the Association and the Board it shall be executed by the parties.

3.08 IMPASSE

3.0801 The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117(D)(1) as provided for under ORC 4117(C)(1)(f) in the negotiations for a successor contract.

3.0802 In the event agreement is not reached after sixty (60) days from the filing of the notice to negotiate, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon the mediation process shall last for a minimum of thirty (30) days or until the expiration of the contract, whichever is less.

3.0803 ORC 4117.14(D)(2) and provisions thereafter shall then apply.

3,0804 If during the life of the contract bargaining is necessary to impact severability or a specified reopener provision in the contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117, except as modified by the terms of this Agreement.

3.09 GENERAL

3.0901 Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

3.0902 Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the Contract shall be printed with a Table of Contents including all appendices, in booklet form and distributed to all certified personnel. The Association shall be provided twenty-five (25) additional copies for their use and the Board shall receive fifteen (15) additional copies. The cost of printing shall be borne equally between the Board and Association.

3.0903 Media Release

It is agreed that during the negotiations period neither party will issue any statement to the public. In the event such news releases become necessary during normal conduct

of negotiations, the content and release of such information must be mutually agreed upon prior to release to the media. In the event the parties reach impasse regarding settlement of negotiations, either party may issue a media release.

ARTICLE 4:
ASSOCIATION RIGHTS

The Association shall have the exclusive rights and privileges as set forth hereafter.

4.01 INTER-SCHOOL MAIL & MAILBOXES

The Association shall have the right to use the inter-school mail system, including e-mail, and mailboxes to disseminate Association information. The Association shall provide its own paper for Association-related business. Any printed communication which is distributed to the staff shall be provided as a courtesy to the Superintendent.

4.02 USE OF BUILDINGS, FACILITIES & EQUIPMENT

4.0201 The Association may use the school buildings within the district for meetings. Advance notice may be given whenever possible.

4.0202 The Association has the right to keep and store filing cabinets on school property.

4.0203 The Association shall have a visible bulletin board in each building lounge and/or work room.

4.0204 The Association shall have the right to use copying and duplicating machines, and computers.

4.03 BOARD POLICY BOOK

A copy of the Board policy book shall be maintained by the Board on its website. Any changes to policy shall be provided by electronic copy to the Association President within five (5) days after Board approval.

4.04 ASSOCIATION ACCESS TO MEMBERS

4.0401 The Association President or designee may meet with a teacher before or after school or on each individual's lunch break and/or planning period. The OEA consultant shall have access to members in the same manner.

4.0402 The Association President or designee shall advise the building principal or designee of his/her presence in the building.

4.05 ASSOCIATION DUES DEDUCTION

4.0501 Teachers may thirty (30) days after the start of each semester or thirty (30) days after initial employment with the Board sign and deliver to the Board an authorization form requesting membership dues, assessments of the recognized Association and its

affiliates, and contributions to the Ohio Education Association Fund for Children and Public Education. Such authorization shall continue in effect until such time that said teacher gives written notice to the Board Treasurer to discontinue such deductions or employment with the Board terminates. Association dues will be deducted in twenty-four (24) equal amounts over the remaining pay periods of the school year. Written notice must take place by October 1 of each year.

4.0502 All money so deducted shall be remitted bi-monthly to the Association Treasurer accompanied by a list of employees for whom deductions were made and the amount for each said employee. If a teacher gives written notice to the Board Treasurer to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer within two (2) business days of such action the names of said teachers making such request.

4.06 NOTIFICATION OF SCHOOL BOARD MEETING

Written notice of regularly scheduled Board of Education meetings shall be sent to the Association President by February 1 of each year. The Association President will be notified of any change in the regularly scheduled meeting. The Association President will also be notified of special Board of Education meetings. All notifications shall be made at the same time that the Board is notified. The agenda (outline of meeting) for the regularly scheduled meetings will be sent to the Association President when they become available before the scheduled meeting. Copies of the Board approved minutes and attachments shall be available for inspection in the Treasurer's office upon request.

4.07 ASSOCIATION LEAVE

4.0701 Whenever members are scheduled by the parties to participate during working hours in negotiations, grievances, meetings and/or conferences, they shall suffer no loss of pay.

4.0702 The Board shall grant a collective total of two (2) non-cumulative days of leave with pay and fringe benefits per school year to Association officers and delegates for Association business involving employees of the school district.

4.08 ORIENTATION AND INSERVICE DAY ADDRESS

The Association shall be provided time during orientation and inservice day to address the teachers.

4.09 STAFF MEETINGS

The Association shall be provided time to address members at building level or district-wide staff meetings.

4.10 EMPLOYEE DIRECTORY

A copy of the employee directory shall be provided to the Association President. Personal information, the name and building assignment of new hires, shall be shared with the Association when the Board acts to hire the employee.

4.11 COPIES OF CONTRACT

The Board agrees to split the cost of reproducing copies of the Contract between the Association and the Board. The Association shall provide one (1) copy of the Contract and any amendments to newly hired bargaining unit members. The Board shall allow the Association to distribute the Contract in members' school mail boxes and the Board will make a copy of the Contract available on the District's website.

4.12 LABOR MANAGEMENT COMMITTEE

4.1201 An informal committee shall be established as an aide to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the Association President (or designee) and a maximum of three (3) persons appointed by the leadership of the Association. Other parties may be invited to attend as needed when mutually agreed to by the Superintendent and the Association President.

4.1202 The committee shall meet upon request, no more than one (1) meeting per month and no less than one (1) meeting per quarter. Meetings will be held after school hours. An agenda shall be established one (1) week prior to the meeting; however, additional items may be added to the agenda at the meeting. If the agenda is not established prior to the meeting, the meeting shall be canceled. Agenda items will only deal with district-wide issues, unless unresolved through building level channels. Building issues shall be discussed at the appropriate levels through proper channels.

4.1203 The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussions aimed at clarifying or addressing issues of concern to both parties. The interest based process will be used when feasible. The open discussions held by this committee shall not be construed as negotiations.

4.13 BUILDING LEVEL COMMUNICATION

At the request of the Association's communication representative(s) who shall be a teacher assigned to teach at the building, the principal shall meet with him/her once a month and discuss teacher concerns at that building. Additional meetings may be requested by either party.

4.14 DISTRICT CALENDAR

The Association shall be presented with the draft of the district calendar before Board approval and the Association's suggestions and concerns shall be presented to the Superintendent in writing before the Board votes on a final calendar.

ARTICLE 5:
GRIEVANCE PROCEDURE

5.01 PURPOSE

The grievance procedure set forth in this Contract is a method by which a teacher of the bargaining unit, or a group of teachers of the bargaining unit, or the Association can express a grievance as defined in this written agreement, without fear of reprisal, and obtain a fair hearing at the lowest level possible. The primary purpose of this procedure shall be to obtain equitable solutions to grievances at the lowest level in the shortest period of time.

5.02 DEFINITION

5.0201 A "grievance" is defined as a complaint involving an alleged violation, misinterpretation or misapplication of a specific term of this agreement.

5.0202 "Grievant" shall be an individual teacher, group of teachers, or the Association.

5.0203 "Day" is defined as a work day.

5.03 TIME LIMITS

Every effort shall be made to expedite the grievance process. Failure of grievant to adhere to the time limits in appealing a decision shall result in the resolution which was obtained at the prior level of hearing. A failure on the part of any administrator or the Board, or their designee, to adhere to time limits stated herein shall move the grievance to the next step provided for in the grievance process. Time limits may, however, be extended by mutual agreement of the parties concerned and such extension shall be expressed in writing. Any grievance, not initiated at Level Two within thirty (30) days after the occurrence of the act or condition which is the basis of the grievance, shall be forfeited and the rights to file the grievance shall be waived.

5.04 CONFORMITY WITH AGREEMENT

5.0401 Nothing required by this formal grievance procedure shall be construed as preventing any teacher of the bargaining unit or a group of teachers of the bargaining unit having a complaint or problem from discussing the matter informally with any appropriate representative of the administration and having such matter adjusted without the intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of the negotiated agreement and so long as the Association representative has the opportunity to be present at the adjustment.

5.0402 The Board shall have an affirmative duty to notify the Association of the date, time and place of a meeting with an individual to discuss his or her grievance only at and after Level Two.

5.0403 At Level One, a teacher's concern will be in the nature of a complaint and a Level One discussion will involve only the grievant and the supervisor or principal.

5.05 GRIEVANCE PROCESS

5.0501 Level One - Informal Procedure

A. The grievant shall first discuss a potential grievance with his/her/their immediate supervisor or principal who is the subject of the grievance.

B. Neither the grievant(s) or the supervisor/principal shall be accompanied by anyone at this level of the grievance procedure.

C. Said supervisor/principal shall respond within seven (7) days to the grievant(s) with reference to the grievance.

5.0502 Level Two - Principal

A. In the event the grievant(s) is/are not satisfied with the disposition of the grievance at the informal level, the grievant(s) may file a grievance in writing with the supervisor/principal using the form furnished by the Board. Said grievance shall contain a statement of the alleged facts upon which the grievance is based and references to the specific provisions of the agreement which is alleged to be violated, misinterpreted or misapplied. As provided herein, if the grievance is not initiated at Level Two within thirty (30) days after the occurrence of the act or condition which is the basis of the grievance, said grievance and the right to file it shall be waived.

B. After the receipt of a written grievance, timely filed, the supervisor/principal shall arrange a hearing with the grievant(s) to be held within seven (7) work days at a time mutually agreeable. A grievant(s) and the supervisor/principal each may be accompanied at said hearing by an employee of the District each assigned respectfully by the District and the Association. A written statement of the action taken and the specific reason(s) therefore shall be sent to the grievant(s) on the prescribed form within seven (7) days after the hearing.

5.0503 Level Three - Superintendent

A. In the event the grievant(s) is/are not satisfied with the disposition of the grievance at Level Two, the grievant(s) may appeal the grievance in writing to the Superintendent or his/her designee on the prescribed form. Such appeal in writing must be filed with the Superintendent or his/her designee no later than seven (7) days after the grievant(s) receives the response of the supervisor/principal under Level Two of this procedure.

B. Upon receipt of the Level Three appeal, the Superintendent or his/her designee shall arrange a hearing within seven (7) days concerning the grievance at a time mutually agreeable.

C. The grievant(s) may be represented by an Association representative at this level of the grievance procedure.

D. Within seven (7) days after this hearing, Superintendent or his/her designee will issue his/her decision along with the specific reasons in writing on the prescribed form. Copies will be furnished to the grievant(s).

5.0504 Level Four - Arbitration

A. If the grievant(s) is/are not satisfied with the decision at Level Three, with respect to a grievance alleging a violation, misinterpretation, or misapplication of this agreement, the Association may appeal the decision to arbitration within seven (7) days of receipt of the Board's decision by filing a written demand for arbitration with the Board Treasurer.

B. The decision of the arbitrator shall be binding.

C. The parties shall mutually agree to use the following five (5) arbitrators:

1. Michael Paolucci
2. Robert Stein
3. Mitch Goldberg
4. Frank Keenan
5. David W. Stanton

Assignment of grievances shall be made on a continuous rotating basis among the four (4) above-mentioned arbitrators. In the event an arbitrator is unable to remain on the list, the parties shall meet to mutually agree upon a replacement.

D. The arbitrator's hearing shall be held at the earliest possible time which is mutually convenient to the Association, the Board and the arbitrator. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time and locale of the hearing.

E. The arbitrator shall issue his/her decision within the time limits prescribed by the AAA and his/her report shall be transmitted simultaneously to the Association and the Board. The arbitrator shall not have the power to add to, subtract from, or modify this agreement or to impair or disregard any Board or Association rights set forth in this agreement. The arbitrator has the authority to determine arbitrability if such an issue exists.

F. The cost for the arbitration shall be the responsibility of the unsuccessful party in the arbitration proceeding.

G. Each party shall be responsible for the fees and expenses of its representative.

5.06 RIGHT TO REPRESENTATION

During the term of this negotiated agreement, no teacher of the bargaining unit may be represented by any teacher organization and/or attorney or advocate other than the Association representatives or an attorney provided by the Association in any grievance initiated.

5.07 MISCELLANEOUS

5.0701 If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all costs and fees associated with said withdrawal unless the allocation of the costs and fees are mutually agreed to by the Employer and the Association.

5.0702 Forms for filing and appealing grievances will be printed by the Board. Forms will be available in the office of every school and will be kept in an area accessible to all teachers of the bargaining unit without request to their administrators.

5.0703 Nothing in this agreement will be construed so as to deny the Association and/or its representatives the right to redress before any appropriate administrative agency or through the courts.

5.0704 The Board and the Association will cooperate with each other in the investigation of any grievance.

5.0705 No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any members of the Association by reason of such participation.

5.0706 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5.0707 Records of the grievance will be kept confidential, as permitted by law.

5.0708 To the extent permitted by law, when a teacher with a grievance applies for other employment or is employed outside the District, no records, documents and/or communications relating to said grievance shall be forwarded to or shared with the other employer.

5.0709 The Association's representative shall not lose pay or benefits for attending grievance meetings with representatives of the Board scheduled by mutual agreement or by Board representatives.

ARTICLE 6:
PROGRESSIVE DISCIPLINE

6.01 PROGRESSIVE DISCIPLINE

6.0101 No Bargaining Unit Member shall be disciplined without good and just cause. Bargaining Unit Members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of serious violations.

6.0102 For first offense situations and any subsequent offenses where such action is deemed appropriate by the Administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a Member to letters of reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.

6.0103 Progressive Discipline Steps

The following steps of progressive discipline will be used by the Administration:

Step 1: Oral reprimand

Step 2: Written reprimand

Step 3: Suspension with or without pay, not to exceed ten (10) days

Step 4: Termination in accordance with O.R.C. §3319.16

- Steps may be bypassed for serious violations

6.0104 During an investigation, the Bargaining Unit Member may be relieved of his/her duties without loss of pay or benefits.

6.0105 Before a Bargaining Unit Member is issued an oral reprimand, a written reprimand, or is suspended without pay for not more than ten (10) days, the Bargaining Unit Member shall receive a written notice of a hearing on the possible discipline. The notice shall specify

that the Bargaining Unit Member is entitled to bring an FEA and OEA representative to the meeting. If necessary, the hearing will be rescheduled by mutual agreement to accommodate the attendance of a representative(s).

6.0106 Following the hearing, the Bargaining Unit Member and representative(s) shall be advised in writing of the discipline to be imposed.

6.0107 Bargaining Unit Members shall have the right to appeal any discipline issued in Steps 1, 2, or 3 through the grievance procedure of this Agreement. However, only Step 3 may be advanced to the level of arbitration. Steps 1 and 2 of the grievance process shall terminate upon the Superintendent's review.

ARTICLE 7:
WORKING CONDITIONS

7.01 PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

7.0101 Complaints about personnel are investigated fully and fairly. Anonymous complaints are disregarded.

7.0102 The following procedures are to ensure that complaints are treated fairly and investigated fully. Nothing within this process shall prohibit the complaining party from first speaking with the teacher. However, if the complaining party selects not to speak with the teacher the following process will be followed:

A. A complaint must come first to the employee's building principal. The principal should make no commitments, admissions of guilt or threats. If the complaint involves a particular employee, the principal should suggest a conference between the complainant and the employee criticized and should inform that employee immediately of the complaint. If the complainant has already met with the employee criticized and remains unsatisfied, the principal should invite the complainant to file the complaint in writing.

B. If a complaint comes first to any other school employee, the employee refers the complainant to the person criticized or to the principal and immediately informs both.

C. When a complaint is received, the principal shall schedule a conference with the complainant, the person criticized and, if advisable, other personnel who, in the opinion of either the principal or the person criticized could contribute to resolution of the problem.

D. If the complainant is not satisfied with the results of the conference above, he/she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he/she may see fit.

E. Should dissatisfaction remain after the above steps have been taken, the matter may be placed on the agenda for the next regularly scheduled Board meeting for an executive session. The decision of the Board is communicated in writing to all interested persons.

7.02 VACANCIES: CERTIFIED PERSONNEL WITHIN THE SYSTEM

7.0201 Vacancy

A vacancy shall be defined as any position in the bargaining unit that the Board intends to fill resulting from A-G below. Any vacancy that the Board intends not to fill shall be discussed with the Association President for the Association's awareness.

A. An employee's leaving employment as a result of termination, resignation or death.
B. An employee's non-renewal for just cause.
C. An employee's transfer to another bargaining unit position.
D. An employee's assuming a non-bargaining unit position.
E. An employee's leave of absence for more than one school year and it is not specifically provided for in the contract that the employee retains the right to return to the same position.
F. The creation of a new bargaining unit position.
G. All supplemental or extra duty work.

7.0202 Posting of a Vacancy

The vacancy notice shall be posted within seven (7) working days of the occurrence of the vacancy.

The vacancy notice shall be posted openly for all employees by electronic mail. During the summer months or break periods, notice of vacancy shall be mailed to employees if requested and the employee provides self-addressed, stamped envelopes.

The vacancy notice shall include the position title, entry level qualifications, licensing and/or certification requirements, description of the position's duties, pay rate (if applicable), title of immediate supervisor, location where work is to be performed, date of initial posting, and last date to apply for the position.

The posting period shall be for ten (10) working days.

7.0203 Filing of Vacancy

Any bargaining unit member applying for a vacancy within the posting period shall be provided an interview.

7.03 TRANSFERS

7.0301 Definitions

A transfer shall be defined as a change in assignment by a bargaining unit member from one bargaining unit position to another.

A voluntary transfer shall be defined as a bargaining unit initiated reassignment.

An involuntary transfer shall be defined as an assignment not requested by the bargaining unit member.

7.0302 Voluntary Transfer Procedure

Employees shall have seven (7) working days after the posting date of a vacancy to file a voluntary transfer request with the employer.

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, may request a meeting with the Superintendent to discuss the reasons for the denial. The bargaining unit member may have an Association Representative present for the meeting.

7.0303 Involuntary Transfer Procedure

No bargaining unit member shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

7.0304 Emergency Transfer Procedure

In case of a last minute emergency transfer where a member has less than a week to change from one assignment to another, the affected bargaining unit member will be granted three (3) unencumbered workdays to prepare for the new assignment or, in the alternative, shall be provided three (3) days per diem additional pay.

7.04 NOTIFICATION OF ASSIGNMENT

All bargaining unit members shall be notified of their teaching assignment before the last day of the school year. If a teacher's assignment is split between buildings the teacher shall receive advance notice of this assignment at the same time that he/she receives notification of assignment. However, the Board reserves the right to modify the assignment based on the personnel needs of the district as it relates to conditions not known at the time of the initial assignment. If a teacher's initial assignment is modified, the teacher shall be notified as soon as possible after the administration's decision to modify the assignment.

7.05 PERSONNEL FILE

7.0501 Personnel files of each member shall be maintained in the office of the Superintendent and Treasurer. This shall be considered confidential files, to the extent permitted under Ohio law, and the only official files of recorded information of teachers maintained by the Board and administration. The personnel file in the Treasurer's office shall not contain adverse employee information, performance evaluations, disciplinary records, complaints, etc.

7.0502 A member shall be able to review his/her personnel file in the office of the Superintendent or Treasurer during the regular business hours of the Board. The file shall be reviewed in the presence of the Superintendent or designee. The member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from the member, including the signature of said member.

7.0503 In addition to the member, the individual members of the Board of Education, Superintendent, assistant superintendent, building principals and any other administrator who has a legitimate district-related reason for reviewing the file shall have access to the file. If a member of the public requests to review the personnel file of a teacher, the teacher shall be notified of the request and the time and place where the member of the public will inspect the file.

7.0504 Members shall be provided a copy of letters of commendation, evaluations and/or derogatory information prior to the materials being placed in the file.

7.0505 A member shall have the right at any time to attach a written reply or rebuttal to any material being placed in his/her file and this reply shall be attached to the material in question.

7.0506 Notwithstanding the above, anonymous letters or material shall not be placed in a teacher's file nor shall they be made a matter of record.

7.0507 Any member shall have the right to obtain a copy of any item in his/her file.

7.0508 The provisions of this Section of the Contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code.

7.06 MILEAGE REIMBURSEMENT

7.0601 Employees who travel for approved district travel shall be reimbursed for their mileage at the IRS rate.

7.0602 Mileage to workshops, trainings, professional meetings, and any other Board approved activity will be calculated from the employee's place of work.

7.07 FREE ADMISSIONS

7.0701 Athletic

Bargaining unit members plus one guest are admitted free of charge at the gate for home games from a list provided each year.

7.0702 General

For all home school student activities open to the public, all school employees plus one guest are admitted without charge, when the charge is for admission only. This would include athletic contests, concerts, plays, etc., but does not include events when the price of admission includes something of material value (such as dinners).

7.08 TUITION REIMBURSEMENT

7.0801 The Board shall agree to commit an amount of at least twenty-five thousand dollars ($25,000) annually to be utilized for college course tuition reimbursement. Any overages will not be rolled over from year to year.

7.0802 A teacher shall be reimbursed up to two thousand dollars ($2,000) per year for course work taken from July 1 to June 30 on a graduate or post baccalaureate level.

7.0803 The course work must be with an accredited college or university and must be approved by the Superintendent prior to teacher attendance to be eligible for reimbursement. An employee requesting tuition reimbursement shall submit the attached form for approval. The Superintendent shall review the form and return it to the member within ten (10) days. (Form is attached as Exhibit F.)

7.0804 The course work must be in one of the following:

A. The teacher's field of certification/license.
B. Course work to maintain/upgrade certification/license.
C. In the field of education or technology.
D. In other course work areas as approved in advance by the Superintendent.

7.0805 The teacher must request reimbursement pursuant to this provision within forty-five (45) days after the university/college presents its grades and within said time frame must present proof of earned credit of a grade B or better (pass in a pass/fail course) in order to receive reimbursement. Grades/transcripts must be submitted no later than June 30th in order to receive reimbursement on July 30th.

7.0806 Reimbursement shall be paid on a pro-rata basis annually on July 30th, the amount of fifteen thousand dollars ($15,000) shall be divided equally among those teachers eligible to receive reimbursement, with the exception that no teacher shall receive more than two thousand dollars ($2,000) annually in tuition reimbursement.

ARTICLE 8:
EVALUATION OF PROFESSIONAL STAFF

8.01 APPLICABILITY

8.0101 As the parties are required to use the Ohio Teachers Evaluation System (OTES) and the Ohio School Counselor Evaluation System (OSCES) per Ohio Revised Code 3319.111, 3319.112, and 3319.113 the following procedure will be utilized for all teachers and guidance counselors.

Exception shall be those teachers whose assignment does not require at least fifty percent (50%) direct instruction with students which includes, but is not limited to, certified nurses, counselors, speech therapist and media specialists. Said teachers shall be evaluated in accordance to the procedure outlined in Article 8.02.

The Evaluation Instrument for members meeting the statutory definition of teacher shall be the Ohio Teacher Evaluation System (OTES) Framework. The Evaluation Instrument for members meeting the statutory definition of school counselor shall be the Ohio School Counselor Evaluation System (OSCES) Framework. The forms utilized for evaluation shall be those developed by the Ohio Department of Education for the Ohio Teacher Evaluation System (OTES) or as recommended by the evaluation committee. Prior to initiating the evaluation process, the evaluator shall review with the teacher all the forms that will be utilized.

8.0102 Teachers/Counselors who are assigned to two or more buildings shall be informed early in the school year as to which principal will be evaluating him/her. By September 15 of each school year, the Teachers/Counselors shall be provided written notice as to who shall be conducting the evaluation for the school year.

8.0103 Every teacher and counselor shall be evaluated each year. Exceptions shall be:

a. A teacher or counselor who is on a leave of absence for more than fifty percent (50%) of the school year;

b. A teacher or counselor who submits a notice of retirement by November 1st and such retirement is approved by the Board by December 1st.

8.0104 No teacher/counselor shall be evaluated more than once annually. The evaluator and the teacher/counselor may extend the timelines by mutual agreement to accommodate absence or calamity days.

8.0105 OTES/OSCES Evaluation Procedure

a. To begin the evaluation process, at the start of the school year, each teacher shall develop a professional growth plan and share his/her goals with the evaluator at the first pre-observation conference.

b. The board may evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every three school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

c. The board may evaluate each teacher who received a rating of skilled on the teacher's most recent evaluation conducted under this section once every two years, so long as the teacher submits a self-directed professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

d. In any year in which a teacher who is not on full evaluation as a result of having previously received a rating of "Accomplished" or "Skilled", the evaluator shall conduct one observation, which shall be one walkthrough, and hold one conference with discussion of progress on the teacher's Professional Growth Plan.

e. Teachers/Counselors on full evaluation shall be evaluated annually with a minimum of two (2) formal observations. Each observation shall be at least thirty (30) continuous minutes. A pre-observation conference for all observations shall only be required for those Teachers/Counselors in their first three years of employment with the Board. For those observations that are preceded by a pre-conference, the observation must occur no later than ten (10) days after the occurrence of the observation pre-conference.

f. Only one observation will require a pre-observation conference for teachers/counselors beyond three years of employment with the Board. For the observation that did not have a pre-observation conference, the principal and teacher will share the information and evidence necessary for completion of the evaluation rubric at the post-observation conference.

g. A post-observation conference shall be held within ten (10) work days after the observation. The principal shall provide a summary of the evidence observed to support his/her observation.

h. In the year that a teacher's limited contract expires and he/she is on the evaluation cycle, a minimum of three (3) formal observations shall be conducted. The only exception is when the principal waives the third observation. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. The timelines for Teachers/Counselors observed three (3) times shall be:

- The first post-observation conference shall be held on or before the last day before winter break.
- The second post-observation conference shall be held on or before March 1st.
- The third post-observation conference shall be held on or before May 1st.

i. In the year that a teacher's contract does not expire a minimum of two (2) formal observations shall be completed. The timelines for Teachers/Counselors observed two (2) times shall be:

- The first post-observation conference shall be held on or before the last day before winter break.
- The second post-observation conference shall be held on or before May 1st.
- A member may request a third observation. However, in a year a member's contract does not expire, the third observation shall be at the discretion of the administration.

8.0106 In addition to formal observations, the principal shall conduct periodic walkthroughs as a means to observe a teacher's performance. Written feedback will be provided to the teacher for each walkthrough. Upon the request of either the teacher or the principal a meeting shall occur after the walkthrough to discuss the observation.

8.0107 Before the evaluation cycle is final and no later than May 10th, a copy of the written evaluation report shall be provided to the teacher.

8.0108 A teacher eligible for a continuing contract, who is on a leave of absence that is greater than three (3) consecutive weeks which prevents the principal from completing the evaluation during the specified time period contained within this Article, may be granted a one (1) year limited contract instead of a continuing contract. However, the Board retains the right to grant a continuing contract in these circumstances.

8.0109 If a teacher up for a continuing contract is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the teacher returns to work during the remainder of the school year.

8.0110 If the teacher does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the teacher utilizing the observations/evaluations which were completed prior to the teacher's absence as well as evaluations/observations from prior years if available.

8.0111 The evaluation procedures contained in this Article shall replace and be substituted for the evaluation procedures and timelines contained in Ohio Revised Code 3319.11 and conflicting provisions of Ohio Revised Code 3319.111 3319.112, and 3319.113 as it relates to Teachers/Counselors who are absent and unable to be evaluated in accordance with the specified timelines set forth in this Article. It is agreed that the evaluation procedure contained in this Article shall supersede and replace the procedure set forth in 3319.111 of the Ohio Revised Code.

8.0112 No classroom observations will be conducted on a day that precedes or follows a scheduled school vacation or recess.

8.0113 The teacher may submit any comments/responses concerns the evaluation as he/she deems necessary. Any information submitted shall be placed in the teacher's file as part of the evaluation.

8.0114 All conferences shall be scheduled at a mutually agreeable time between the principal and teacher.

8.0115 Professional Growth Plan

a. Professional growth plans must be submitted by the end of October of each year.

b. The purpose of a professional growth plan is to provide a written plan that focuses on school improvement issues, student achievement and implementation of measures that contribute to effective teaching.

c. Teachers/Counselors whose Final Holistic Rating is Accomplished or Skilled will independently develop a professional growth plan and submit it to the principal.

d. Teachers/Counselors whose Final Holistic Rating reflects "Developing" will develop a professional growth plan collaboratively with the principal.

8.0116 Professional Improvement Plan

a. Professional improvement plans must be completed by the September 15th of each year.

b. The purpose of a professional improvement plan is to provide a written plan to improve teaching performance of a teacher who has been identified as needing assistance in meeting the criterion of effective teaching.

c. A professional improvement plan is an assistance program for a teacher whose Final Holistic Rating is "ineffective" on the most recent evaluation.

d. A performance deficiency is an overall ineffective summative evaluation for a school year, or anything marked ineffective on the approved OTES Rubric. All performance deficiency issues shall be addressed during a post observation conference. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

8.0117 The Board and the Association shall create an Evaluation committee for the purposes of updating the evaluation procedure, monitoring High Quality Student Data by grade levels and subject areas.

a. The committee shall be responsible for jointly recommending changes to the evaluation procedures to the Board and the Association.

b. The committee shall be comprised of three (3) building administrators and six (6) Association members.

c. The individuals serving on the evaluation committee during the previous school years shall continue in their roles. Should any vacancy occur the Association president shall appoint a replacement for an Association vacancy; the superintendent shall appoint a replacement for an administration vacancy.

8.0118. The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the evaluation committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article. Any alteration to this Article shall require approval/ratification from the Board and the Association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

8.02 NON-OTES EVALUATION PROCEDURE

At the beginning of each school year the Superintendent shall provide each principal a list of teachers under his/her jurisdiction who shall be considered for contract renewal the current school year. The principal will inform each teacher who is to be evaluated during the school year.

8.041 Before classroom visitations begin, the principal shall meet with the teacher who is to be evaluated. At that conference the principal shall explain the evaluation process, criteria on which the evaluation is to be based, including job areas of responsibilities of the teacher, teacher evaluation document.

8.042 A teacher shall be evaluated under guidelines of this procedure during the year the teacher is being considered for contract renewal. The principal shall make at least one (1) classroom visit of not less than thirty (30) minutes each. Each visit shall entail a pre and post-conference between teacher and principal.

8.043 The observation shall take place on or before January 15. The principal shall complete the evaluation document on or before January 25, with one (1) copy going to the teacher, one (1) to the Superintendent, and one (1) retained by the principal. The completed document shall contain a plan, designed by the principal, with input from the teacher, to follow in correcting any deficiencies noted in the evaluation.

8.044 The complete process described in Sections 7.0402 and 7.0403 above shall be repeated between February 10 and April 1. The document must be completed no later than April 10, with one (1) copy to teacher, one (1) copy to the Superintendent, and one (1) copy retained by the principal.

8.045 If a teacher up for a continuing contract is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the teacher returns to work during the remainder of the school year.

8.046 If the teacher does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the teacher utilizing the observations/evaluations which were completed prior to the teacher's absence as well as evaluations/observations from prior years if available.

8.047 The evaluation procedures contained in this Article shall replace and be substituted for the evaluation procedures and timelines contained in Ohio Revised Code 3319.11 and conflicting provisions of Ohio Revised Code 3319.111. It is agreed that the evaluation procedure contained in this Article shall supersede and replace the procedure set forth in 3319.111 of the Ohio Revised Code.

8.03 EVALUATOR

Evaluators shall be the district administrators employed by the Board. The Student Services Coordinator shall evaluate all special education teachers/staff.

8.04 COMPARABILITY

For the purposes of a reduction in force, the following two categories shall be utilized for determining comparability:

1. Accomplished; Skilled; Developing.

2. Ineffective.

8.05 EVALUATION INPUT

In the event the Board is considering a change in the evaluation instrument, a committee will be formed of teachers, appointed by the Association, and administrators who will study and make recommendations to the Board with regard to changes under consideration and to the Association executive committee. The respective parties shall vote on the proposed changes. Any newly developed form(s) shall become an appendix of the contract between the parties.

8.06 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

8.0601 Scope, Number, Purposes of the Committee

A. The Board and the Association agree to participate in the Local Professional Development Committee (LPDC) and this committee being the entity required by Senate Bill 230.

B. The LPDC shall oversee, review and approve professional development plans for course work, professional development units (PDU's) and/or other equivalent activities for renewal or certificates or licenses as included by statute, and the LPDC shall establish and/or approve the criteria for the above programs.

C. In the event that Senate Bill 230 is legislatively modified, the parties shall comply with any required legislative modification. In the event of permissive legislative modifications, the parties shall meet to bargain any amendments. Failure of the parties to reach agreement on permissive modifications shall result in retention of the current LPDC model.

D. The LPDC shall not have any authority to revise, change, delete or modify any Article or Section of this negotiated Contract.

8.0602 Committee Composition and Selection

A. The LPDC shall consist of three (3) teachers and two (2) administrators. At the request of an administrator, the composition of the LPDC shall consist of two (2) administrators and one (1) teacher when considering administrative license matters. In the event that the Association is unable to fill the three (3) teacher positions, the Superintendent shall be permitted to appoint a teacher(s) for a one-year term.

B. All teacher members of the LPDC shall be members of the Association and shall be appointed by the Association. The teacher members shall be selected by taking volunteers of qualified persons. By February 1st of each year, teachers will be notified about the self-nomination process. If more than the necessary number of members volunteer, then all the volunteers will meet to discuss and select which of them will serve for that term. If no consensus can be reached by the volunteers, the Association executive committee will select the new member(s). The administrators and the other appointees shall be appointed by the Superintendent.

C. All teacher members of the LPDC shall have a minimum of five (5) years with at least three (3) years of service in the district.

D. Teacher members of the LPDC shall serve three (3) year terms. In order to provide for continuity on the committee, the terms of the three (3) teacher members shall be staggered. After these initial terms, all terms of service shall be three (3) years in length.

E. The LPDC shall elect committee officers at the first meeting in September. The officers shall be determined by a majority vote of the committee members.

F. If any teacher member of the committee is unable to complete his/her term of office, his/her office shall be filled within thirty (30) days using the process described in (A) above.

G. Teacher LPDC members shall be compensated in accordance with the supplemental salary schedule. The LPDC compensation shall increase each year in compliance with increases granted on the supplemental salary/extra duty schedule.

8.0603 Operation of the LPDC Committee

A. The LPDC shall operate under Robert's Rules of Order with meetings and duties being spelled out in the constitution and bylaws of the Local Professional Development Committee.

B. A copy of the constitution and bylaws shall be provided to all teachers by September 30 of each school year.

8.0604 Appeals Process

A. When an educator has a dispute with any decision of the LPDC, the educator has the right to appeal the decision of the LPDC.

B. The appeals panel will be comprised of a three (3) person mediation team chosen as follows: one (1) person chosen by the applicant, one (1) person chosen by the Superintendent of Schools, and one (1) person appointed by the Association. Members of the mediation team must hold a current certificate or license.

C. When filing an appeal the following procedure must be followed:

1. Written notification of intent to appeal must be filed with the LPDC chairperson within ten (10) calendar days of the decision in question.

2. The Association will select its representative within five (5) working days of the appeal notification date.
3. The appealing educator will select his/her representative within five (5) working days of the appeal notification date.

4. The Superintendent of Felicity-Franklin Local Schools shall be notified of the appeal within five (5) working days.

D. This review panel shall meet together one time within thirty (30) calendar days of receiving the request for the appeal to conduct a review of the materials and facts and:

1. Hear from the educator why his/her professional development plan or other issue should be approved;

2. Hear from the district LPDC or a representative why the committee did not approve the plan or other issue;

3. Deliberate and issue a written decision jointly to the educator and the district LPDC within five (5) days.

E. The decision of the appeals panel is the final step in the process and is binding on all parties and shall not be subject to the grievance process contained at Article 5 of this agreement.

ARTICLE 9:
EMPLOYEE RIGHTS/WORKING CONDITIONS

9.01 WORKDAY

9.0101 The workday for bargaining unit members shall be seven (7) hours and fifteen (15) minutes in length which shall include at least thirty (30) consecutive uninterrupted duty-free minutes for lunch. The providing of a lunch period shall not lengthen the contractual workday. The additional fifteen (15) minutes will be non-instructional time.

9.0102 All bargaining unit members who work at the elementary building shall be granted planning time of not less than two hundred (200) minutes per week. The bargaining unit members who are assigned to middle school or high school shall have a daily planning period which shall not be less than forty-five (45) continuous minutes each day.

9.0103 On each Wednesday bargaining unit members will be required to work one additional hour beyond the regular work day. This hour will be utilized by the District administration for professional development. It shall be utilized as a mixture of individual, team, department, building and District professional development opportunities. The parties understand and agree that should there not be a scheduled district professional development meeting, the members shall use the allotted time as an unrestricted planning period.

9.0104 Teachers shall be given twenty-four (24) hour notice for building schedule changes not due to a school delay.

9.02 WORK YEAR

The teacher work year shall be one hundred eighty-three (183) days in length. The work/school calendar will be an agenda item for Labor/ Management and a calendar recommendation will be made from the committee to the Superintendent.

9.03 INSTRUCTIONAL LOAD

The administration shall make reasonable efforts to equitably distribute students, including special education students, among the members of the staff so that the workload is distributed equitably among bargaining unit members. Employees of the district and/or students may sometimes impact the administration's ability to equitably distribute students including special education students.

9.04 CALAMITY DAY

8.0401 Members shall not be required to report to duty when schools are closed for the entire day because of a calamity which shall include, but not be limited to, extremely bad weather for the first five (5) calamity days.

8.0402 Individuals on a previously approved paid leave when an entire school day is canceled due to a calamity shall not be charged time for his/her eligible leave for that calamity day.

9.05 INDIVIDUAL TEACHING CONTRACT

All teachers employed by the Board shall be issued individual contracts. The individual contracts shall include the following information:

A. Name of Board
B. Name of Teacher
C. Type of Contract ... Limited/Continuing
D. Number of years, if limited
E. Salary, in ($) for first year of a multi-year or continuing contract
F. Basis for determining salary; i.e. BA +6 years teaching experience
G. Time period of contract
H. Number of days in teaching year and service year

9.06 SEQUENCE OF LIMITED TEACHING CONTRACTS

Teachers who are on limited teaching contracts shall be offered contracts as follows:

First year - One year limited teaching contract
Second year - One year limited teaching contract
Third year - One year limited teaching contract
Fourth year and over - Two year limited teaching contract
Fifth year and over - Three year limited teaching contract

9.07 NON-RENEWAL OF LIMITED TEACHER CONTRACT

Non-renewal of a teacher's contract shall be in accordance with Section 3319.11 of the Ohio Revised Code.

9.08 TERMINATION OF CONTRACT

Termination of a teacher's contract shall be in accordance with Section 3319.16 of the Ohio Revised Code.

9.09 LICENSES AND/OR CERTIFICATES

Teachers hired on or after August 1, 2007 shall, as a condition of continued employment, renew and maintain all state teacher licenses and/or certificates in effect at the time of the teacher's initial hire date.

9.10 CONTINUING CONTRACT NOTIFICATION

9.1001 Teachers shall be eligible for continuing contract status in accordance with ORC Sections 3319.08 and 3319.11. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1 of the school year in which they become eligible.

9.1001 A teacher who fails to provide written notification to the Superintendent by October 1 will waive any claims, statutory rights, or continuing contract by operation of law and the teacher may receive a one (1) year limited teaching contract provided to the teacher for the next school year if the teacher is renewed. Such a one (1) year limited teaching contract, if provided by the Board, shall not be considered an extended limited contract in accordance with the provisions of Ohio Revised Code Section 3319.11. A teacher who misses the October 1 deadline shall be eligible for consideration of a continuing contract the next contract renewal period.

9.1003 This Article supersedes, and replaces, where applicable, those requirements and rights provided by Ohio Revised Code Sections 3319.08 and 3319.11.

ARTICLE 10:
LEAVES OF ABSENCE

10.01 SICK LEAVE

10.0101 Accumulation

Each employee who is employed shall be granted sick leave at the rate of one and one-fourth (1¼) days per calendar month of completed service. Current Felicity-Franklin employees may accumulate unlimited sick days. Employees hired after January 1, 2001 may accumulate three hundred (300) sick days.

10.0102 Use

Employees may use sick leave for any of the following reasons:

A. Personal illness, injury;
B. Illness due to pregnancy;
C. Childbirth (up to six [6] weeks for a typical delivery and eight [8] weeks for caesarian delivery or as otherwise determined by a physician);
D. Exposure to contagious disease which could be communicated to others;

E. Illness, injury or death in the immediate family. "Immediate family" shall mean spouse, father, mother, sister, brother, child, grandchildren, parents-in-law or person "in loco parentis" to the employee;

F. Accumulated sick leave days, up to a maximum of five days, may be used for illness, injury, or death in the "expanded family" which shall include: aunt, uncle, niece, nephew, grandparent, brother(s) and sister(s) in-law, or other person living in the same household, or

G. The Superintendent, at his sole discretion, may approve sick leave for illness, injury or death of persons other than those specified in paragraphs E and F.

10.0103 Records

A. Employees are required by law to furnish a satisfactory affidavit to justify the use of sick leave. The affidavit forms are available in the building principal's office. The form should be completed and given to the building principal immediately after the employee returns to work.

B. A doctor's statement may be required in some circumstances. In the event the Superintendent requires a doctor's statement and the employee has not consulted a physician during his illness during sick leave, the Board shall compensate the teacher's physician his customary charge for furnishing said statement.

C. When required by the Superintendent, an employee shall present a certificate of fitness to the Superintendent upon returning to work.

10.0104 Sick Leave Bank

A. A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the FEA. Between September 1 and November 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

B. A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the Association President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;

2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

3. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);

4. Monitoring of all usage of days from the Sick Leave Bank;

5. Solicitation of additional donations when the Sick Leave Bank is nearing depletion. Additional days will be solicited during the year if the bank is depleted.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

C. A member must meet all of the following requirements:

1. The member's personal sick leave accumulations must be exhausted;

2. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy;

3. A physician must verify in writing the member's need to be off work.

D. Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. In order to withdraw days from the Sick Leave Bank the member must donate one (1) day per year. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. The days will be approved in ten-day increments. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

E. Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one (1) day per person.

F. All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

10.02 PERSONAL LEAVE

10.0201 Teacher may use three (3) days unrestricted personal leave each school year. A teacher employed between January 1 and March 31 for remainder of the school year is entitled to one (1) day of unrestricted personal leave. Teachers employed after March 31 are not entitled to personal leave during the remainder of the school year.

10.0202 Personal leave will not be granted for less than one-quarter (1/4) day.

10.0203 Except in cases of emergency, approval of personal leave days will be granted only if the teacher gives written notification in advance and submits the proper request form at least three (3) working days before the date of requested leave. If leave is of an emergency nature, the advance request is waived; however, the request form will be completed within two (2) working days after the teacher's return to work and submitted through the regular channels in order for the teacher to receive reimbursement for the time off duty. The form

must specifically state why the leave is of an emergency nature and the teacher must be able to provide a basis for such emergency.

10.0204 With the exception of emergencies, no more than three (3) teachers per building shall be on a scheduled absence, excluding long-term leave, on any given day. This number does not include teachers' use of sick leave.

10.0205 Request and approval of personal days shall be approved on a first come first served basis. Except in cases of emergency, approval of a teacher's request for personal leave usage cannot be withdrawn once granted. A teacher may not request usage of personal leave more than one (1) week prior to the commencement of any school year.

10.0206 Personal leave shall not be taken on the following days, except as provided in 10.0207 below:

A. Days in which a regularly scheduled District meeting or in-service has been called;

B. Day immediately following or preceding a holiday or vacation, or on the last day of the school year;

C. During the first five (5) instructional days of the school year;

D. During the last five (5) days of the school year;

E. Scheduled parent-teacher conferences.

F. Days that the teacher is required to give a state test. The Board shall provide a calendar to teaching staff as soon as possible concerning the scheduled testing days each school year. Personal days requested during testing window will not be approved until after testing schedule is distributed. If a teacher is scheduled to proctor a test on a requested day, the personal day will not be approved.

10.0207 Exceptions to 10.0206 including:

A. Emergency;

B. Graduation and/or similar ceremonies of an immediate family member;

C. Wedding of immediate family member;

D. Military graduation or deployment of family member;

E. Religious observance;

F. Other extenuating circumstances approved solely by the Superintendent.

10.0208 Unused personal leave shall be either rolled over to the employee's sick leave accumulation or compensated at one hundred twenty-five dollars ($125.00) for a full day of leave and sixty-seven dollars and fifty cents($62.50) for a half day to employees with payment by regular payroll check on July 15 annually. An employee shall notify the District treasurer's office by the last teacher workday of each school year of his/her choice of how the unused leave will be credited; either by pay or rollover into sick leave accumulation. If the teacher elects to be compensated the teacher should be paid for unused personal leave by the first paycheck in July. If the teacher elects to have the personal leave roll over into his/her accumulated sick leave the leave should be accounted for in the first pay period of July.

10.03 ASSAULT LEAVE

10.0301 The Board shall, upon written request of a teacher and presentation of a doctor's statement, grant physical assault leave not to exceed thirty (30) workdays to any teacher who is the victim of a physical assault in the performance of his/her duties. The Superintendent may grant additional days of assault leave. Assault leave shall not be deducted from the member's accumulated sick leave.

10.0302 A member applying for assault leave shall have the obligation to file a police report and to cooperate with law enforcement officials and school administrators with any legal and/or disciplinary proceedings as appropriate.

10.04 JURY DUTY/COURT LEAVE

10.0401 When a teacher is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the teacher his/her regular pay. It is the responsibility of the teacher to collect for his/her court services.

10.0402 When a teacher is involved as a witness or as a party to a civil action in court arising from his/her employment, he/she shall be given a leave of absence with pay for the time required to be present at court.

10.0403 Any member of the bargaining unit who is required through subpoena or other means to appear before any panel for which a hearing or investigation will be conducted due to the provisions set forth in Chapter 4117, shall be released from his/her teaching assignment without loss of salary and without loss of credit from any leave policy of the district or negotiated leave policy between the parties.

10.05 PROFESSIONAL LEAVE

10.0501 Professional leave is defined as a meeting, conference, seminar, discussion, class or other gathering which an employee attends to improve, educate, advise or assist the employee so that he/she may become a better and/or more effective employee of the Board. Professional leave, at the request of the bargaining unit member, may be used to permit a teacher to visit the classroom of a teacher within the district or in another school district.

10.0502 An employee requesting leave with pay to attend a professional meeting must file a written request with the Superintendent at least ten (10) days in advance of the meeting indicating the dates of the requested leave, the meeting he wishes to attend and the purpose of the meeting. Simultaneously, an itemized listing of anticipated expenses for attendance of said meeting shall be submitted to the Superintendent. The Superintendent has authority to approve up to $500 for professional leave.

10.0503 When a leave request is approved, the employee shall be entitled to attend the approved meeting at no loss in pay. The teacher shall request and shall be granted money to pay for all expenses, including registration fees, travel, meals and hotel expenses.

10.0504 The Superintendent is authorized to approve professional meeting requests and the payment of expenses for attendance. Upon return to the district, an employee may be requested by the administration to make a report/representation to colleagues regarding the subject matter of the professional development opportunity and possible recommendations for improving student instruction.

10.06 FAMILY MEDICAL LEAVE

10.0601 The Board will provide leave to eligible employees consistent with the Family Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave in any twelve (12) month period.

The Board will continue to pay the Board's share of the employee's health benefits during the leave. In addition, the Board will restore the employee to the same position after the termination of the leave in accordance with the Board policy. In the event the employee returns with four weeks or less remaining in the grading period the employee may be provided an alternative teaching assignment until the commencement of the next grading period.

10.0602 The use of Family Medical Leave shall run concurrent with any other qualifying Board approved paid leave.

10.0603 In complying with the FMLA, the Board will adhere to the requirements of applicable federal and state laws.

10.0604. The use of Family Medical Leave shall run concurrent with any other qualifying Board approved paid leave.

10.0605. In complying with the FMLA, the Board will adhere to the requirements of applicable federal and state laws.

10.0606. The Treasurer's Office shall supply the necessary paperwork for FMLA leave, including an Association approved worksheet designed to help employees manage their time. A copy of the forms shall be made available to employees online.

10.07 PARENTAL LEAVE

10.0701 Notwithstanding the Family Medical Leave Act, members of the bargaining unit shall be eligible to use parental leave after the birth, adoption or assumption of legal custody of a child under two (2) years of age. Parental leave shall be without pay and for a period of not more than one (1) year.

10.0702 Application for the leave shall be in writing and shall contain a statement of the expected date of birth or date of obtaining custody, as well as the date on which the leave is to begin and return date from leave. The return date shall be at the start of the school year, start of a semester or start of a grading period. This leave application shall be submitted to the Superintendent at least thirty (30) days prior to the commencement except in the case of an adoption if thirty (30) days advance notice is not provided to the employee.

10.0703 Upon return to service at the expiration of such leave the bargaining unit member shall resume the contract status which he/she held prior to such leave. Notwithstanding this fact, parental leave shall not extend a limited contract past its term and the Board has the right to take any action it would have taken on an employee's contract if the employee had not been on this leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

10.08 MILITARY LEAVE

10.0801 A military leave of absence shall be granted to any bargaining unit member who shall be inducted or shall enlist for military duty in any branch of the United States Armed Forces, or who shall enlist, volunteer, be called or otherwise make him/herself available for active duty in the National Guard or Reserves. Application for re-employment shall be made within a reasonable time not to exceed ninety (90) days from the date of said release or discharge from the Armed Forces.

10.0802 Any bargaining unit members returning from military leave of absence after one (1) calendar year or less shall be reinstated to the same position. Any bargaining unit members returning from military leave of absence after more than one (1) calendar year shall be reinstated to the same or similar position.

10.09 GENERAL PROVISIONS

10.0901 Notwithstanding FMLA leave, individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they in advance reimburse the Board for premium costs. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.

10.0902 Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will make a good faith effort to accommodate the request of the teacher.

ARTICLE 11:
PROFESSIONAL STAFF FRINGE BENEFITS

11.01 LIFE INSURANCE & PROFESSIONAL LIABILITY COVERAGE

The Board shall provide fifty thousand dollars ($50,000) life insurance on each employee. The Board will provide professional liability coverage on each employee.

11.02 HEALTH AND DENTAL INSURANCE

The Board will provide hospitalization and dental insurance according to the following terms:

11.0201 Current employees receiving benefits as of May 2003 who work at least fifteen (15) hours per week will be grandfathered. Therefore, these employees may cancel coverage and may be reinstated, if needed, as a current employee at any time.

11.0202 Employees hired after May 1, 2003 must work thirty (30) hours per week to be eligible for health and dental benefits.

11.0203 The Board will pay eighty-five percent (85%) of the health and dental policies. Employees will pay fifteen percent (15%) of the health and dental policies.

11.0204 Effective September 2003 any employee eligible for health benefits and not taking them will receive one hundred dollars ($100) per month in lieu of a family health policy, fifty dollars ($50) per month in lieu of a single health policy, or fifty dollars ($50) if eligible for a family health policy and taking only a single health policy. (This does not apply to a married couple both employed by the district or another school district in the consortium.)

11.0205 Employees may tax shelter their payment share with the 125 Plan.

11.0206 A married couple who are both members of the Clermont County Insurance Consortium will not pay anything toward their insurance. They will be entitled to a policy for one family health plan or two single health plans and one dental plan.

11.0207 The Board limits its coverage so as to provide protection to all employees. An employee shall not have access to more than one policy of each type at the Board's expense. The amount of protection afforded each employee shall be through terms and agreements contained within the contract.

11.0208 Employees who wish protection beyond that which is provided herein must do so at their own expense and such coverage shall not jeopardize the existing policy and practices of the Board in its protection of all employees.

11.0209 A district insurance committee shall be established to look at the insurance costs, trends, and to discuss any changes that may be recommended by the Clermont County Insurance Consortium. The President of the Association shall appoint one representative per building to the committee, in compliance with the Association's Constitution and Bylaws, with an equal number of administrators appointed by the Superintendent serving.

11.03 CONTINUATION OF BENEFITS

11.0301 The following are eligible to continue coverage for up to thirty-six (36) months:

A. Divorced or separated spouse of current employees and their dependents;
B. Surviving spouse and dependents of deceased employees and
C. Children of current employee who lose coverage due to age.

11.0302 The following employees and dependents are entitled to continuation of coverage for an eighteen (18) month period:

A. Termination of employment, including nonrenewal (except for gross misconduct);
B. Change from full-time to part-time status;
C. Layoff for economic reasons, and
D. Voluntarily quitting.

11.0303 Payment
The individual electing coverage will be charged the entire premium cost of the coverage. Payment must be made in advance on a monthly basis.

11.0304 Notification
Within thirty (30) days of the qualifying events, the Treasurer shall notify the employee or beneficiary of the option to continue the coverage.

NOTE: Where employee eligibility for coverage under this policy is for other reason than termination of employment, i.e., legal separation from spouse, divorce, change in dependent status, etc., the employee must notify the Treasurer's office of his/her change of status.

11.0305 Time Limit to Elect Coverage
The employee or beneficiary has sixty (60) days to elect coverage at the qualifying date or from the time the notice is given, whichever is later. The employee or beneficiary has

forty-five (45) days from the election of coverage to make the first payment. Past premium owed and payable plus the first monthly payment in advance must be paid at this time.

11.0306 Termination of Coverage
Coverage under this policy will terminate prior to the 18th or 36th month period if:

A. The school terminates the health plan for all of its employees (eligibility continues with replaced contracts as if replacement had not occurred);
B. The beneficiary fails to make a timely payment;
C. The beneficiary is covered under another group plan, or
D. The beneficiary becomes eligible to receive Medicare benefits.

ARTICLE 12:
SALARY AND BENEFITS

12.01 SALARY

In the 2024-2025 school year all bargaining unit members will receive a six percent (6%) increase on the base pay (Exhibit A-1). In the 2025-2026 school year there will be a one and a half percent (1.5%) increase on the base pay (Exhibit A-2). In the 2026-2027 school year there will be a one and a half percent (1.5%) increase on the base pay (Exhibit A-3). The Board will honor step increases and column movement each year of the contract. The salary schedules and index (Exhibit A-4) are attached.

12.02 SUPPLEMENTAL/EXTRA DUTY PAY

The supplemental salary schedule is attached and marked as Exhibit B.

12.03 SALARY SCHEDULE PLACEMENT

Degree and Hours

12.0301 Bargaining unit members shall be placed on the salary schedule according to the highest degree which they have attained plus the number of semester hours (graduate or undergraduate). The hours must be applicable towards a bachelor's degree or higher and earned in education, in the bargaining unit member's area of certification, or related to the field of education.

12.0302 All credit for additional training must be presented to the Superintendent for consideration as soon as possible after it is attained but no later than October 15 of the year in which additional training compensation is requested. Credit for additional training will be granted at the beginning of each school year.

Experience

12.0303 When teachers are hired by the Board for the first time, they will receive credit on the salary schedule for prior years of teaching experience as provided in 3317.13 Ohio Revised Code.

12.0304 Any part-time teacher teaching at least one hundred twenty (120) days in a school year shall receive credit for one (1) year of service on the salary schedule.

12.04 RETIRED TEACHERS RETURN TO SERVICE

If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article and only the conditions set forth in this article shall apply to the employment of these individuals:

12.0401 The salary to be paid to the returning teacher shall be set at the level on the salary schedule as recommended by the Superintendent, agreed to by the teacher, and approved by the Board of Education. Placement shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

12.0402 Individuals employed pursuant to this provision shall be eligible for the insurance plans offered by the Board of Education.

12.0403 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

12.0404 Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor to take formal action to not re-employ the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

12.0405 Returning retirees are not entitled and/or not eligible to receive any severance benefits or retirement incentives provided by any collective bargaining agreement in effect between the Board and the Association.

12.0406 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under the reduction in force provisions of this Contract.

12.0407 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract. Hiring of retired teachers will not result in reassignment of current teaching staff.

12.0408 Subject to these provisions, re-employed teachers are part of the bargaining unit.

12.0409 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

12.0410 Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.

12.0411 Pursuant to the authority provided by R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to 3319.11, ORC; 3319.111, ORC; 3319.141, ORC; 3319.17, ORC; Chapter 3317, ORC; Chapter 3307, ORC; this provision shall supersede the statutory law of Ohio.

12.0412 The provisions of this Section shall not apply to those employees who have retired and been rehired by the Board prior to the effective date of this Agreement.

12.05 PAY PERIODS

12.0501 Pay periods shall be defined as the 15th and 30th of each month. A total of twenty-four (24) pays shall occur during the calendar year.

12.0502 Individual paychecks may be issued in advance based on the following three conditions:

A. The advanced paycheck must have been previously earned;
B. The reason must be a true emergency for the employee; and
C. Both the Superintendent and the Board Treasurer must have approved the request for the advanced paycheck.

12.06 PAYROLL DEDUCTIONS

12.0601 The Board authorizes the following optional deductions (with written authorization from the employee) from the employee's salary each pay period:

A. Tax sheltered annuity (403(B) & 457 Plans, Franklin Life Insurance Company, IDS, Putnam, MetLife, American Express, ING)

B. Cancer, Heart, Intensive Care, Life and Disability Insurance

C. Classic Federal Credit Union

D. United Way

E. United Education Profession dues including local Association dues

F. Miscellaneous - Felicity-Franklin Local School

G. Additional requested deductions - with a minimum of five (5) staff members participating and approval of the Treasurer. Such approval shall not be unreasonably withheld.

H. Health and dental benefits

I. Public retirement systems for the purpose of purchasing time/service credit.

12.0602 Persons who do not submit a written request as provided herein will automatically have the same optional deductions from their pay as they received during the preceding school year.

12.0603 When deductions are made for absence, they shall be based on the employee's annual salary divided by the number of days in the school year, multiplied by the number of days absent.

12.0604 Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives shall be equal to his/her annual salary divided by the number of days of actual service. Any teacher who leaves employment before the end of the school year shall have the balance of his/her Association dues deducted from his or her final pay, if that person is a member of the Association.

12.07 STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

12.0701 The Board agrees to annuitize each member's total contribution to State Teachers Retirement System by deducting that amount before each member is paid. Contributions to the State Teachers Retirement System will be paid on behalf of the unit member, at no cost to the Board, under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each employee shall be each member's mandatory contribution on the employee's gross annual compensation. The employee's annual compensation shall be reduced by the amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

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

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

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

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

12.08 SEVERANCE PAY

12.0801 Current Staff

The Board agrees to set the severance pay at the time of retirement or death at twenty-five percent (25%) of the accumulated sick leave up to three hundred (300) days plus one (1) day's pay for each ten (10) sick leave days accumulated over the three hundred (300) days.

12.0802 Staff Hired After January 1, 2001

A. The Board agrees to set the severance pay at the time of retirement or death at twenty-five percent (25%) of the accumulated sick leave up to three hundred (300) days.

B. Retirement as defined by the Board required that the employee meet the same criteria as established by the State Teachers Retirement System and the Public School Employees Retirement System in order to be eligible for severance pay. The severance pay will be paid during the first thirty (30) days of retirement officially recognized by either of the retirement systems.

C. A day's pay shall be calculated by taking the employee's salary plus extended time and dividing by the number of days in the teacher's work calendar or by the employee's work days, whichever is less. Supplemental pay will not be counted.

12.09 ATTENDANCE BONUS

12.0901 For each of the years under this contract, teachers will receive a two-hundred fifty ($250.00) dollar perfect attendance bonus every quarter to be paid within one month of the completion of the quarter.

12.0902 For the purpose of this bonus, perfect attendance is defined as not using sick or personal days within a quarter. All other approved leaves will not count against a member's attendance rating.

ARTICLE 13: CONCLUSION

13.01 REOPENERS

13.0101 The reopener for a successor agreement shall be requested sixty (60) days prior to the expiration of the agreement.

13.0102 In the event an agreement cannot be negotiated, the parties shall utilize the disagreement procedure set forth herein. If the disagreement procedure does not result in an agreement, the Association shall have the right to utilize the provisions of 4117.17(D)(2) of the Ohio Revised Code.

13.02 AMENDMENT PROCEDURE

If either party desires to amend this Master Contract or any part or portion thereof, such amendment shall be proposed according to the procedures set forth in Article 3 of this Master Contract.

13.03 PROVISIONS CONTRARY TO LAW

If any provision of this document or any application of the document to any certificated person(s) shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. The parties agree to commence negotiations within thirty (30) days of the notification of an item being contrary to law.

13.04 DURATION

This Master Contract shall remain in effect for a period of three years beginning July 1, 2024 and ending June 30, 2027. In witness thereof, the following representatives do affix their signatures:

FELICITY EDUCATION ASSOCIATION/OEA/ NEA

_____
President

_____
Treasurer

FELICITY-FRANKLIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

_____
President

_____
Treasurer

EXHIBIT "A"

Felicity Franklin Local School District
Felicity Education Association
Certificated Personnel Salary Schedule
Effective July 1, 2024 - June 30, 2025

Base Bachelor Salary	42,436
Masters+15 Max Salary	87,786
% Incr in steps	1.50%
% incr to B150 hrs	9.00%
% Incr to Msters	10.00%
% Incr to M+15	4.00%

Years of Exp	Step	Bachelor Degree	150 Hrs	Masters Degree	Master's Plus 15
0	1	42,436	46,255	50,881	52,916
1	2	43,074	46,949	51,644	53,710
2	3	43,720	47,653	52,419	54,516
3	4	44,376	48,368	53,205	55,334
4	5	45,042	49,094	54,003	56,164
5	6	45,718	49,830	54,813	57,006
6	7	46,404	50,577	55,635	57,861
7	8	47,100	51,336	56,470	58,729
8	9	47,807	52,106	57,317	59,610
9	10	48,524	52,888	58,177	60,504
10	11	49,252	53,681	59,050	61,412
11	12	49,991	54,486	59,936	62,333
12	13	50,741	55,303	60,835	63,268
13	14	51,502	56,133	61,748	64,217
14	15	52,275	56,975	62,674	65,180
15	16	53,059	57,830	63,614	66,158
16	17	53,855	58,697	64,568	67,150
17	18	54,663	59,577	65,537	68,157
18	19	55,483	60,471	66,520	69,179
19	20	56,315	61,378	67,518	70,217
20	21	57,160	62,299	68,531	71,270
21	22	58,017	63,233	69,559	72,339
22	23	58,887	64,181	70,602	73,424
23	24	59,770	65,144	71,661	74,525
24	25	60,667	66,121	72,736	75,643
25	26	61,577	67,113	73,827	76,778
26	27	62,501	68,120	74,934	77,930
27	28	63,439	69,142	76,058	79,099
28	29	64,391	70,179	77,199	80,285
29	30	65,357	71,232	78,357	81,489
30	31	66,337	72,300	79,532	82,711
31	32	67,332	73,385	80,725	83,952
32	33	68,342	74,486	81,936	85,211
33	34	69,367	75,603	83,165	86,489
34	35	70,408	76,737	84,412	87,786

Felicity Franklin Local School District
Felicity Education Association
Certificated Personnel Salary Schedule
Effective July 1, 2025 - June 30, 2026

Base Bachelor Salary	43,073
Masters+15 Max Salary	89,103
% Incr in steps	1.50%
% Incr to B150 hrs	9.00%
% Incr to Msters	10.00%
% Incr to M+15	4.00%

Years of Exp	Step	Bachelor Degree	150 Hrs	Masters Degree	Master's Plus 15
0	1	43,073	46,949	51,644	53,710
1	2	43,720	47,653	52,419	54,516
2	3	44,376	48,368	53,205	55,334
3	4	45,042	49,094	54,003	56,164
4	5	45,718	49,830	54,813	57,006
5	6	46,404	50,577	55,635	57,861
6	7	47,100	51,336	56,470	58,729
7	8	47,807	52,106	57,317	59,610
8	9	48,524	52,888	58,177	60,504
9	10	49,252	53,681	59,050	61,412
10	11	49,991	54,486	59,936	62,333
11	12	50,741	55,303	60,835	63,268
12	13	51,502	56,133	61,748	64,217
13	14	52,275	56,975	62,674	65,180
14	15	53,059	57,830	63,614	66,158
15	16	53,855	58,697	64,568	67,150
16	17	54,663	59,577	65,537	68,157
17	18	55,483	60,471	66,520	69,179
18	19	56,315	61,378	67,518	70,217
19	20	57,160	62,299	68,531	71,270
20	21	58,017	63,233	69,559	72,339
21	22	58,887	64,181	70,602	73,424
22	23	59,770	65,144	71,661	74,525
23	24	60,667	66,121	72,736	75,643
24	25	61,577	67,113	73,827	76,778
25	26	62,501	68,120	74,934	77,930
26	27	63,439	69,142	76,058	79,099
27	28	64,391	70,179	77,199	80,285
28	29	65,357	71,232	78,357	81,489
29	30	66,337	72,300	79,532	82,711
30	31	67,332	73,385	80,725	83,952
31	32	68,342	74,486	81,936	85,211
32	33	69,367	75,603	83,165	86,489
33	34	70,408	76,737	84,412	87,786
34	35	71,464	77,888	85,678	89,103

Felicity Franklin Local School District
Felicity Education Association
Certificated Personnel Salary Schedule
Effective July 1, 2026 - June 30, 2027

Base Bachelor Salary	43,718
Masters+15 Max Salary	90,438
% Incr In steps	1.50%
% incr to B150 hrs	9.00%
% Incr to Msters	10.00%
% Incr to M+15	4.00%

Years of Exp	Step	Bachelor Degree	150 Hrs	Masters Degree	Master's Plus 15
0	1	43,718	47,652	52,417	54,514
1	2	44,374	48,367	53,203	55,332
2	3	45,040	49,093	54,001	56,162
3	4	45,716	49,829	54,811	57,004
4	5	46,402	50,576	55,633	57,859
5	6	47,098	51,335	56,467	58,727
6	7	47,804	52,105	57,314	59,608
7	8	48,521	52,887	58,174	60,502
8	9	49,249	53,680	59,047	61,410
9	10	49,988	54,485	59,933	62,331
10	11	50,738	55,302	60,832	63,266
11	12	51,499	56,132	61,744	64,215
12	13	52,271	56,974	62,670	65,178
13	14	53,055	57,829	63,610	66,156
14	15	53,851	58,696	64,564	67,148
15	16	54,659	59,576	65,532	68,155
16	17	55,479	60,470	66,515	69,177
17	18	56,311	61,377	67,513	70,215
18	19	57,156	62,298	68,526	71,268
19	20	58,013	63,232	69,554	72,337
20	21	58,883	64,180	70,597	73,422
21	22	59,766	65,143	71,656	74,523
22	23	60,662	66,120	72,731	75,641
23	24	61,572	67,112	73,822	76,776
24	25	62,496	68,119	74,929	77,928
25	26	63,433	69,141	76,053	79,097
26	27	64,384	70,178	77,194	80,283
27	28	65,350	71,231	78,352	81,487
28	29	66,330	72,299	79,527	82,709
29	30	67,325	73,383	80,720	83,950
30	31	68,335	74,484	81,931	85,209
31	32	69,360	75,601	83,160	86,487
32	33	70,400	76,735	84,407	87,784
33	34	71,456	77,886	85,673	89,101
34	35	72,528	79,054	86,958	90,438

EXHIBIT "B"

FELICITY-FRANKLIN LOCAL SCHOOL DISTRICT
EXTRA DUTY AND SUPPLEMENTAL SALARY SCHEDULE

1. For the purpose of calculating the rate of pay for supplemental salary positions, the base pay shall be $ 37,571.00.

2. In the event a person currently holds a supplemental position with a higher salary, that person shall continue to be paid the higher salary until the amount of that salary in accordance with this schedule exceeds the amount the employee previously received.

		Base		
Tier 1	Varsity Basketball girls & boys	18.00%	$	6,762.78
Tier 2	Assistant Varsity Basketball	12.50%	$	4,696.38
	Varsity Volleyball	12.50%	$	4,696.38
	Varsity Soccer	12.50%	$	4,696.38
	Varsity Baseball	12.50%	$	4,696.38
	Varsity Softball	12.50%	$	4,696.38
Tier 3	MS Head Basketball	9.00%	$	3,381.39
	Freshman Basketball	9.00%	$	3,381.39
	Head Cross Country	9.00%	$	3,381.39
	Varsity Track	9.00%	$	3,381.39
	Assistant Varsity Volleyball	9.00%	$	3,381.39
	Assistant Varsity Soccer	9.00%	$	3,381.39
	Assistant Varsity Baseball	9.00%	$	3,381.39
	Assistant Varsity Softball	9.00%	$	3,381.39
	Tennis	9.00%	$	3,381.39
	Golf	9.00%	$	3,381.39
	Varsity Cheerleading	9.00%	$	3,381.39
	Academic Team	9.00%	$	3,381.39
	MS Cheerleader	9.00%	$	3,381.39
	Bowling	9.00%	$	3,381.39
Tier 4	Assistant MS Basketball	9.00%	$	3,381.39
	MS Volleyball	7.00%	$	2,629.97
	MS Track	7.00%	$	2,629.97
	Yearbook Advisor	7.00%	$	2,629.97

Exhibit "B" Continued

Tier 5	Drama	5.00%	$	1,878.55
	Jr. Class Sponsor	5.00%	$	1,878.55
	Dance Team	5.00%	$	1,878.55
	Color Guard	5.00%	$	1,878.55
	FCCLA Advisor	5.00%	$	1,878.55
Tier 6	NHS	3.00%	$	1,127.13
	Freshman & Sophomore	3.00%	$	1,127.13
Tier 7	Sr. Class Sponsor	1.50%	$	563.57
	MS Sponsor	1.50%	$	563.57
	BLT	1.50%	$	563.57
	Chess Club	1.50%	$	563.57
	Guitar Club	1.50%	$	563.57
	Art Club	1.50%	$	563.57
	Asst. Drill Team Advisor	1.50%	$	563.57
	LPDC	1.50%	$	563.57
	Elementary Choir	1.50%	$	563.57
	Spanish Club	1.50%	$	563.57
	Writing Club	1.50%	$	563.57
	Science Club	1.50%	$	563.57
	Student Spirit/Council Advisor	1.50%	$	563.57
	Wifi Café Monitor	1.50%	$	563.57
	HS Blended Learning Teacher	1.50%	$	563.57
	MS Blended Learning Teacher	1.50%	$	563.57
	After School Weight Room Supervisor	1.50%	$	563.57

Hourly Teacher Supervisor (per hr.)	$30.00
Internal Sub	$30.00

EXHIBIT "C"

SICK LEAVE BANK DONATION FORM

The Board of Education and the Felicity Franklin Local School District and the Felicity Education Association (FEA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the FEA. Between September 1 and October 1 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave will occur and appear on the pay stub by the second pay in October.

Information regarding how the Sick Leave Bank will be managed and how requests will be processed are on Appendix D. Please review this information carefully. Leave donations cannot be refunded to your account. This donation is for the current school year only.

Employees that decide to participate should complete the form below and return it to the Treasurer's office no later than October 1.

I have read the above information and agree to donate _____ days to the Sick Leave Bank.

_____ _____
Date Employee (please print)

_____
Signature

EXHIBIT "D"

FELICITY FRANKLIN LOCAL SCHOOL DISTRICT
ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee will consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the FEA President. The duties of the Oversight Committee shall include the following:

A. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of October.

B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.

C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office. etc.)

D. Monitoring of all usage of days from the Sick Leave Bank.

E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet all of the following requirements:

A. The member's personal sick leave accumulations must be exhausted.

B. The need for additional sick leave must be based upon illness, injury, and/or surgery, but shall not include use for normal pregnancy.

C. A physician must verify, in writing, the member's need to be off work.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

EXHIBIT "E"

FELICITY FRANKLIN LOCAL SCHOOL DISTRICT

SICK LEAVE BANK DISTRIBUTION
REQUEST FORM

Name_____

I am requesting _____ numbers of days from the Sick Leave Bank.

Estimated duration of Illness _____

Explanation of illness:

_____

_____

_____

_____ Attached is my physician's statement regarding this illness.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement, and was advanced _____ days of my unearned sick leave. This advance is in lieu of the one and one-quarter (1¼) days of sick leave accrued for each month of service.

Signed_____ Date_____

Social Security #_____/_____/_____

TO: TREASURER/PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Oversight Committee to borrow

_____ days from the Sick Leave Bank.

Signed_____
(Representative, Sick Leave Bank Committee)

Date_____

EXHIBIT "F"

FELICITY FRANKLIN LOCAL SCHOOL DISTRICT
TUITION REIMBURSEMENT REQUEST FORM

Staff Member:_____ Date:_____

I am hereby requesting tuition reimbursement in accordance with the Tuition Reimbursement Program (Per Master Contract, Article 6, Paragraph 6.08) for the following course(s):

Course Name:_____

University/College:_____

Course Description_____

_____

_____

Number of Semester Hours (Graduate or Post Baccalaureate Only):_____

Cost per Semester Hour:_____

(**NOTE**: The course work must be in the teacher's field of licensure/certification; to maintain/upgrade license/certification; in the field of education/technology; in other course work areas as approved in advance by the Superintendent. Transcripts/grades must be submitted no later than June 30th in order to receive reimbursement on July 30th.)

_____Approved _____Denied

_____ _____

Superintendent Signature Date

Submit reimbursement form with all copies attached. Canary copy will be returned when approved by the Superintendent. Upon completion of course work, submit verification of credits in the form of a grade report, transcript, letter from registrar, to the Superintendent's Office.

Office Use Only

Date Verification Received:_____

Approved for Payment:_____
Superintendent Signature

White – Superintendent **Canary** – Staff Member Final Copy **Pink** – Treasurer **Goldenrod** – Staff Member Initial Request

EXHIBIT "G"

FELICITY-FRANKLIN LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Grievance No._____

Submit to Principal or Immediate Supervisor in Duplicate

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Employee

_____

Building Assignment | Name of Grievant | Date Filed

LEVEL I
Initial Discussion

A. A one-on-one meeting was held between _____

_____

On _____, 20____.

B. The matter discussed was:

_____

_____

_____

_____

C. Outcome of the meeting was:

_____

_____

_____

_____

_____ _____

Signature of Principal or Immediate Supervisor | Date

_____ _____

Signature of Grievant and/or Association | Date

LEVEL II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

_____

_____ _____
Signature Date

C. Position of Grievant and/or Association _____

_____

_____ _____
Signature Date

LEVEL III

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

_____

_____

_____

_____ _____
Signature Date

LEVEL IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator

_____

_____

_____

_____

_____ _____

Signature **Date**