02/20/2024
1788-02
24-CON-02-1788
44141

AGREEMENT

Between

FRANKLIN LOCAL TEACHERS ASSOCIATION

and

FRANKLIN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Effective July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

Article		Page
1	Recognition	1
2	Definitions	2
3	Negotiations Procedure	3
4	Grievance Procedure	5
5	Association Rights	8
6	Leaves of Absence	11
	A. Assault Leave	11
	B. Sick Leave	11
	C. New Hire Credit of Sick Leave	13
	D. Military Leave	14
	E. Jury Duty/Court Leave	14
	F. Leave of Absence Without Pay	14
	G. Personal Leave	15
	H. Professional Leave	15
	I. Family and Medical Leave	16
7	Individual Contracts	17
8	Working Conditions	19
9	Work Day and Work Year	23
10	Vacancies and Transfers	24
11	Personnel Files	26
12	Reduction in Force	27
13	Public Complaint Against a Teacher	29
14	Teacher Evaluation	31
15	Academic Freedom	32
16	Insurance	33
17	Compensation	34
	A. Salary Schedule Index	34
	B. Salary	34
	C. Salary Adjustment	34
	D. Supplemental Salaries	34
	E. In-House Substitution	34
	F. Tutoring, Friday School, and Saturday School	35
	G. Severance Pay	35
	H. Attendance Bonus	35
	I. Mileage	35
	J. STRS Paper (or Salary Reduction) Pickup	36
	K. Tuition Reimbursement	36
	L. Payroll and Pay Periods	36
	M. Dual Enrollment	37
18	Employment of STRS Retirees	38
19	Miscellaneous Provisions	39
20	Duration of Agreement	40
	Signature Page	40

Exhibit A – Salary Index and Salary Schedules... 41
Exhibit B – Grievance Form 44
Exhibit C – Insurance 46
Exhibit D – Supplemental Salaries... 48
Exhibit E – Memorandum of Understanding 52
Exhibit F – Teacher Evaluation Policy 53
Exhibit G – Certificate of Adequate Revenue for Contract 57

ARTICLE 1 - RECOGNITION

A. The Franklin Local School District Board of Education, hereinafter referred to as the "BOARD," recognizes the Franklin Local Teachers' Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the "ASSOCIATION," as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated/licensed employees who are under contract with the Board to teach a full school year, excluding substitute teachers and all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, recall, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon, and all other employees not specifically included in the bargaining unit.

B. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, by way of illustration, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; determine the work hours and the overall methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote or terminate teachers for just cause; lay off, transfer, assign, schedule, promote, non-renew or retain teachers; determine the adequacy of the work force; determine the overall mission of the School District as an educational unit; effectively manage the work force; take actions to carry out the mission of the School District; and the administration's right to direct, assign, supervise, evaluate, schedule, and transfer teachers. In exercising its management rights, the Board shall provide the Association notice and an opportunity to bargain about the effects of management decisions.

ARTICLE 2 - DEFINITIONS

A. **Day** - means calendar day unless otherwise indicated.

B. **Party** - Party when used shall mean the Association and the Board. The "Board" means the administration acting on behalf of the Board of Education; the "Board of Education" means the Board of Education of Franklin Local School District.

C. **School year** - shall be defined as the term beginning July 1 and ending June 30 as provided by Ohio Revised Code.

D. **Seniority** - used in this agreement means the length of continuous employment in the Franklin Local School District, beginning with the most recent date of employment. An employee shall accrue seniority only while on active pay status. Seniority shall be lost when an employee resigns, retires, or leaves the employment of the Board of Education for any reason. If an administrator has been out of the building for more than three (3) years, his or her seniority in the unit will not include the time during which he or she was employed by the Board in a non- bargaining unit position but shall not be considered broken by such employment by the Board in a non-bargaining unit position.

   If seniority is tied, the following procedure will be followed:

   - Seniority used in the Agreement means the length of continuous employment in the Franklin Local School District beginning with the most recent date of employment, that is, the date on which the Board of Education approved the teacher's employment under a regular contract.

   - The bargaining unit member that has the earliest employment date as determined by his/ her employment at a regular or special meeting of the Board of Education shall be deemed to have the most seniority.

   - Bargaining unit members with the same licensure and employed at the same Board of Education meeting shall be broken based on the timestamp documenting when the members were offered their jobs.

E. Teacher shall be defined as a member of the bargaining unit.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

A. Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate between sixty (60) and one hundred twenty (120) days prior to the expiration of the contract. A request from the Association shall be sent to the Superintendent. A request from the Board shall be sent to the president of the Association. Within two (2) weeks of the request, a mutually convenient meeting date shall be arranged.

B. The Association and Board each shall present their specific proposals in writing at the first meeting. Each party shall have one opportunity to add additional issues within fourteen (14) calendar days of that meeting. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed.

C. Negotiations Teams

Each team shall be made up of six (6) people of the party's choice. Each team shall designate a chairperson. In addition, each team shall be permitted to have three (3) observers who will not speak during the bargaining sessions. Negotiations shall be conducted exclusively between said teams.

D. Information

The designated representatives of the Board and the Association agree to make available to each other upon written request and within a reasonable period of time all available information on matters which are being negotiated (except for internal documents prepared by a party for its own bargaining strategy purposes). This paragraph does not require the information to be compiled or presented in a way other than as it already exists.

E. Caucuses

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

F. Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. When an agreement is reached on all items subject to negotiations, the proposed agreement shall be submitted first to the Association and then to the Board of Education for their formal consideration. If approved, two (2) copies of the agreement shall be signed and one retained by each party.

G. Impasse

The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117.14(D)(1) in the negotiations of a successor contract.

In the event that agreement cannot be obtained on all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse and request the assistance of a mediator from the Federal Mediation and Conciliation Service to assist the parties.

A request for mediation shall be considered a joint request. The mediator shall have authority to call meetings including dates, time, and locations; however, the mediator shall have no authority to recommend or to bind either party to any settlement. The costs, if any, associated with the mediator and any meeting room shall be shared equally between the parties.

In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of twenty (20) days or until expiration of the Negotiations Agreement, whichever occurs last. Thereafter, the Association shall have the right to strike in accordance with 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE 4 - GRIEVANCE PROCEDURE

A "grievance" is defined as an alleged violation, misapplication, or misinterpretation of this written contract entered into by and between the parties.

"Grievant" is any teacher or group of teachers, or the Association itself alleging that a grievance has occurred. A grievance shall be filed by the teacher affected by the action being grieved. The Association may file a grievance on matters that affect the Association itself or on behalf of any two (2) or more teachers.

"Time periods" - In computing the time periods described in this article, "days" shall refer to work days. Working days in the Franklin Local School District are those days when the Central Office is open for regular business. The described time period shall begin to run on the day following the date of the act, event, or occurrence which initiates the running of the time period.

"Immediate Supervisor" is the certificated/licensed person to whom an individual is directly responsible and who has a meaningful responsibility in evaluating and recommending their employment.

Level One - A teacher must initiate this procedure in the following manner: the teacher must meet with his/her principal, or immediate supervisor most directly concerned with the grievance, and discuss the matter in his/her own behalf to seek resolution of same. Prior to the meeting, the grievant must advise, in writing, the immediate supervisor that the requested meeting is a Level One grievance meeting. A grievance may be submitted directly to Level Two (Exhibit B) if the immediate supervisor apparently does not have authority to resolve the matter.

Level Two - In the event that Level One is unsuccessful, the teacher may file a written grievance (Exhibit B). The grievance shall include a statement of the alleged specific facts constituting the alleged violation, misinterpretation or misapplication of the contract and the relief requested. The grievance shall be filed with the principal or immediate supervisor no later than ten (10) days after the occurrence of the event giving rise to the grievance.

Within ten (10) days of the principal or immediate supervisor receiving the written grievance as provided herein, the principal or immediate supervisor shall meet with the aggrieved teacher and an Association representative, if the aggrieved person wishes to be accompanied by same, in an effort to resolve the grievance. The principal or immediate supervisor shall respond in writing to the grievance within ten (10) days after the hearing setting forth his decision.

Level Three - In the event the grievance is not settled at Level Two, the teacher may file a written appeal with the Superintendent or designee no later than ten (10) days after receiving the Level Two response.

Within ten (10) days of the Superintendent or designee receiving the written grievance as provided herein, the Superintendent or designee shall meet with the aggrieved teacher and an Association representative, if the aggrieved person wishes to be accompanied by same, in an effort to resolve the grievance. The Superintendent or designee shall respond in writing to the grievance within ten (10) days after the hearing setting forth his decision.

Level Four - If a grievance has not been resolved to the satisfaction of the grievant by the Superintendent or designee, the Association may seek resolution through binding arbitration. Within five (5) days after the written decision for the Superintendent or designee has been received by the Association President, he or she by written request to the Treasurer of the Board, shall service notice of the Association's desire to appeal the decision to binding arbitration. The representatives of the Board and grievant shall select an arbitrator. In the event that representatives of the grievant and the Board cannot agree on the arbitrator within seven (7) days, the arbitrator shall be selected from a list provided by the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall issue a written decision and deliver his/her decision to the grievant and the Board. The decision of the arbitrator shall be binding on all parties.

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board.

Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be split equally between the parties.

Exclusivity of the Grievance Procedure

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. This paragraph does not preclude a teacher from filing or bringing legal proceedings other than a grievance on rights that arise outside this Agreement.

Representation - A grievant may request representation at the informal level of the grievance procedure and at any other level. A reasonable time before the informal level meeting or any subsequent grievance meeting between the grievant and an administrator or supervisor, the employee or his designated representative shall notify the administrator or supervisor involved so that person, too, will have the option of inviting a representative or observer to the meeting.

Timelines:

Failure to Respond - If the appropriate administrator fails to meet the timelines at any Level, the grievant may appeal within the established timelines to the next Level.

Failure to File or Appeal Timely - If the grievant fails to assert or file a grievance timely at Levels One or Two, or fails to appeal timely, then the grievance shall be waived.

ARTICLE 5- ASSOCIATION RIGHTS

Only the Association shall be entitled to the following exclusive rights:

A. The Association may use a bulletin board or other visual space in each school building designated by the building principal.

B. Bargaining unit members shall have the privilege of payroll deductions for Association dues (local, district, state, and national affiliates) with said deductions being made in twenty-four (24) equal installments beginning with the first paycheck in October, so long as the Association informs the Treasurer in writing, on or before September 15, of the payroll authorizations and the amount(s) to be deducted. If an employee requests a deduction after September 15, the Board shall accept the request, but it will result in a lesser number of deductions.

Bargaining unit members desiring dues deductions shall sign an authorization form requesting payroll deductions of any/all dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time as said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

If a member leaves the bargaining unit or gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association written notice within ten (10) days of such action the name of said member(s) making such a request. However, any remaining dues owned shall be deducted from the next payroll check to the extent there are sufficient earnings being paid.

The Association agrees to defend, indemnify, and hold harmless the Board, Superintendent, Treasurer, and all other Board employees and officials against any claim made by a teacher against any of them in connection with deduction of dues or assessments under this Article.

The Association shall have exclusive organizational payroll deduction rights for teachers in the bargaining unit.

Payroll deductions should be provided for without cost to the Association for the following purposes:

1. UTP Dues
2. Ohio Educational Credit Union
3. Life Insurance (Deductions for those companies)
4. Tax Sheltered Annuities
5. Political Contributions
6. Savings Bonds
7. Health Insurance

A minimum of five participants are necessary for a tax-sheltered annuity deduction to a particular company and for any the above payroll deductions. The Board will give six (6) months' notice to participants if their annuity deduction is discontinued due to lack of sufficient participation. If an annuity cannot be transferred or rolled over, or if discontinuat will result in a loss of principal, the annuity will be exempt from this discontinuation provision.

C. The Association may use the school mailboxes for the purpose of placing letters or memoranda in same. The Association shall provide to the building principal as a courtesy a copy of each letter or memorandum the Association places in teacher mailboxes in that building.

D. The Association shall be granted the use of school facilities for meetings. Meetings shall be arranged not to interrupt normal instructional programs or other activities and in keeping with Board policy governing the use of buildings. The Association President or building representative shall get prior permission from the building principal or Superintendent. Should such building use require extra duty time for any non-certified personnel, the Association shall assume the cost.

E. If individual school equipment is not in use for school purposes, the Association may use computers, calculators, other duplicating equipment and audio-visual aid equipment. All equipment will be checked as to condition by the building principal and the Association building representative prior to its use so that in the event of damage or breakage, the Association will be responsible to repair or replace said equipment at pro-rated marked value. Supplies used in connection with such equipment will be furnished or paid for by the Association.

F. The president shall be provided with a copy of the Board agenda at the same time it is given to the press, but at least two (2) days before the meeting (except for emergency meetings). The president of the Association shall be placed on the Board agenda upon his/her request provided the issue has first been discussed with the Superintendent or his/her designee.

G. The Association president shall be given a copy of the Board minutes after the minutes have been formally approved by the Board.

H. The Association shall be allowed use of the inter-school mail pick-up and delivery system.

I. There shall be no reprisal of any kind taken against any teacher by anyone as a result of his/her membership or non-membership in the Association or participation or non-participation in any of its lawful activities, including filing grievances.

J. If a staff directory is prepared by the Board, a copy will be provided the president of the Association.

K. Representatives of the Association may make announcements at the end of school faculty meetings and at the end of new teacher orientation.

L. Upon the request of the Association president, the superintendent or designee shall meet once a month with the Association president or designee to discuss matters of concern to the Association.

M. The Board and the Association agree to split the cost of reproducing this contract between the parties to a maximum of three hundred (300) copies.

N. The Association president shall receive a seniority list of all members of the bargaining unit employed as of October 15 of each school year. Such list shall be provided no later than January

15 annually. The list shall designate the name, the employment date, years seniority, certificates/licenses, and contract status of each employee. The seniority list will be sorted from time to time as requested by the Association.

O. The Franklin Local Teachers' Association shall be granted up to four (4) days of Association leave per school year. No one teacher may use more than two (2) days in a school year. The Board shall not reimburse the employees for expenses incurred while on leave for this purpose. The cost of substitutes shall be paid by the Board.

P. The Association shall be given fifteen (15) minutes at the end of the opening day meeting held at the beginning of the school year for the purposes of a general membership meeting and shall be included on the agenda.

ARTICLE 6 - LEAVES OF ABSENCE

A. Assault Leave

A teacher who suffers a physical disability as a result of an assault which occurs in the course of employment in the District and which is clearly unprovoked shall be maintained on full pay not to exceed a total of twenty-five (25) days during the resulting absence from assigned duties; and, further, such leave shall not be charged to the sick leave entitlement of the employee. The Board of Education in its sole discretion may grant additional days on an individual case-by-case basis.

In order to be entitled to assault leave, an employee shall:

1. Complete a signed report on forms approved by the District and submit it to the Superintendent within five (5) work days of the alleged assault;

2. If medical attention is required, submit a certificate from a licensed physician stating the nature of the disability and its probable duration.

The Superintendent may conduct such investigations and interviews as she/he deems necessary to verify the authenticity and severity of the assault.

Payment for assault leave shall be at the employee's rate of pay in effect at the time of the assault or at such increased rate for which the employee may become eligible. Salary hereunder shall be mitigated by any salary compensation the employee may receive from any other source.

An employee who falsifies a claim for assault leave shall be disciplined by suspension or termination of employment. The Superintendent may require a physician's statement justifying the continuation of the assault leave at any time during the leave.

B. Sick Leave

All full-time teachers, regularly employed by the Board of Education, shall be entitled to one (1) day with pay for each completed calendar month, or a total of twelve (12) days per year. Each new employee shall be granted five (5) days of sick leave if needed before the five (5) days are earned. These five (5) days shall be part of the total number of accumulative days (not to exceed 12) to which the employee shall be entitled for the first year of employment. Additional days of sick leave may be granted before they are earned upon approval of the Board of Education. An employee who leaves the employ of the Board of Education, except on leave of absence, shall be given a statement of his/her unused days of sick leave. Current sick leave accumulation will appear on each pay stub. Article 6(B) expressly supersedes and replaces Ohio Revised Code Section 3319.141.

1. Use of Sick Leave

Employees of the Board may use sick leave for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or to pupils, and for illness or death in the immediate family as follows:

a. Immediate family for illness shall include spouse, children, stepchildren, grandchildren, mother, father, step-parents, grandparents of the employee or of

his/her spouse, parents-in-law, sister, brother, aunt, uncle, brother-in-law, sister-in-law, current foster child, and guardian-ward relationship as determined on a case-by-case basis by the Superintendent.

b. For personal illness, injury, or exposure to contagious diseases, the employee may use the total accumulated sick leave. However, absence of more than five (5) consecutive work days for personal illnesses must be certified by a physician. The Superintendent or designee may require a physician's certification to justify sick leave in the case of suspected abuse or where there has been a pattern of abuse. An employee who is absent ten (10) or more consecutive days will notify the Superintendent of his/her planned date of return as soon as reasonably possible.

c. Employees may use sick leave for absence due to illness in the employee's immediate family upon approval of the Superintendent for up to five (5) days per illness. In cases of emergency, the Superintendent may extend the leave of absence. An employee who is absent ten (10) or more consecutive days will notify the Superintendent of his/her planned date of return as soon as reasonably possible.

d. Under the use of sick days for a death in the immediate family, an employee may use up to a maximum of five (5) consecutive days of his/her accumulated sick leave days to attend the funeral. Under the death clause, "immediate family" shall include spouse, children, step-children, mother, father, step-parents, parents-in-law, sister, brother, aunt, uncle, grandchildren, grandparents of the employee or of his/her spouse, brother-in-law, sister-in-law, current foster child, guardian/ward relationship, and person who resides with bargaining unit member. In cases of emergency, the Superintendent may extend the leave of absence for this purpose. The Superintendent also may allow use of sick leave at their discretion for extenuating circumstances.

e. Employees Donating Sick Days Board Policy 3.061 (Transfer of Employee Sick Leave). The Board of Education will consider, on a case-by-case basis, the transfer of accumulated sick leave from one employee to another employee. The reason that the Board of Education may consider the transfer of sick leave is for the catastrophic illness or accident of an employee where the ill or injured employee has exhausted all of his/her accumulated sick leave and advanced sick leave, personal leave, vacation leave, and paid leave under Family Medical Leave Act Leave. An employee may not earn accumulated sick leave while using transferred sick leave. An employee may not use transferred sick leave to extend the time prior to a disability retirement. (Ohio law requires that an employee's sick leave be exhausted prior to qualifying for disability retirement.)

An employee requesting the Board of Education to transfer such sick leave to their accumulated sick leave balance must make this request in writing to the Superintendent of Schools. The employee making the request shall also waive, in writing, their HIPAA rights in matters related to the request of the transfer of accumulated sick leave and the notification to employees that such a request has been made. The Superintendent and employee shall meet to discuss the merits of the request. The Superintendent may request medical information from the employee's physician. The Superintendent may request to meet with the employee and his or her physician for additional information. Based upon the evidence presented by the employee making the request that sick leave days be transferred to their accumulated sick leave balance, the Superintendent will make a

recommendation concerning the request to the Board of Education for consideration. Such recommendation by the Superintendent or decision of the Board of Education shall not be grievable through Article 4 of the Negotiated Agreement between the Franklin Local Teacher's Association and the Board of Education.

An employee requesting such transfer of sick leave must allow the district and/or building administration to announce to the district staff that an employee has a catastrophic illness or has been involved in a catastrophic accident and is making such a request. Those employees wishing to donate a maximum of three accumulated sick leave days to the employee making the request must notify the Treasurer in writing within thirty days of the request that he or she wishes to make such donation. Donations will be accepted by the Treasurer on a first-in, first-used basis. Partial day donations will not be accepted. An employee may only donate the maximum total of three days of accumulated sick leave to one employee per fiscal year. The employee donating the accumulated sick leave shall have his or her accumulated sick leave balance deducted by the number of days donated the pay date after the earlier of when fifteen days have been donated or thirty days after the request. In no event will days be returned to the donating employee.

A maximum of fifteen (15) days per fiscal year of accumulated sick leave per catastrophic illness or injury shall be transferred from the employees' accumulated sick leave balances to the accumulated sick leave balance of the employee making the request.

C. New Hire Credit of Sick Leave

An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of 250 days. To receive such credit, the new employee shall present to the Treasurer of the Board of Education a verification from the public agency in Ohio for which the employee most recently worked stating the number of days of unused sick leave credited to that employee at the time of termination of contract.

D. Military Leave

Any member of the bargaining unit who has left, or leaves, a District teaching position by resignation, and within forty (40) school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in Section 5923.05 of the Revised Code, and who has returned, or returns, from such service with a discharge other than dishonorable, shall be reemployed by the Board under the same type of contract as that which he/she last held in the District, if such member shall, within ninety (90) days after such discharge, apply to the Board for reemployment. Upon such application, such member shall be reemployed at the first of the next school semester except if such application is made not less than thirty (30) days prior to the first of such next semester, in which case such member shall be reemployed the first of the following school semester, unless the Board waives the requirement of such thirty (30) day period.

Each member returning from military leave shall be returned to a position within his/her area(s) of certification/licensure. For the purpose of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service had been performed during such time.

The Board may suspend the contract of the member whose services become unnecessary by reason of the return of a member from service in the armed services or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code.

E. Jury Duty/Court Leave

1. Each teacher who reports for and/or serves on a jury shall receive his/her full salary while serving on jury duty if the teacher provides the Treasurer with the fees received for jury duty.

2. Each teacher who receives a subpoena to be a witness that is directly related to their employment will not be required to use their personal leave so long as neither the Association nor the teacher is an adverse party to the Board of Education.

3. A teacher who is excused from jury duty after a half-day or less (11:00 a.m. cutoff) in the morning, shall return to school in the afternoon.

F. Leave of Absence Without Pay

Pursuant to Section 3319.13 of the Ohio Revised Code, upon the written request of a teacher and with the approval of the Board of Education, a Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. The Board of Education shall continue to carry on payroll records those teachers on leave under this provision for the purposes of group term life, hospitalization, surgical, or major medical insurance. The Board of Education is not obligated to pay the premiums for these fringe benefits for those employees on leave, but the employee may, at his/her option, continue said benefits by paying the full premium due in advance to the treasurer. The time on approved leave shall count as a year of service for seniority purposes, but it shall not be counted as a year of service for placement on the salary schedule. Upon return from the leave of absence granted pursuant to this provision, the teacher shall be assigned to a teaching position within his/her area of certification/licensure. No employee

shall lose his/her accumulated allowance of unused days of sick leave by reasons of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.

G. Personal Leave

Each employee is granted a maximum of four (4) days of non-cumulative, unrestricted personal leave during each school year. Requests for personal leave during the last five student days of a school year may be denied at the discretion of the Superintendent or designee. In a building that has 10 or less teachers, no more than 2 teachers will be granted personal leave on the same day. In a building that has 11 to 40 teachers, no more than 5 teachers will be granted personal leave on the same day. In a building that has 41 or more teachers, no more than 6 teachers will be granted personal leave on the same day.

The Superintendent may deny personal leave requests during the last five (5) student days of the school year. However, the Superintendent may grant exceptions for extenuating circumstances.

Requests for personal leave shall be submitted in writing on the prescribed form. The requests shall be presented to the Superintendent at least three (3) days in advance except in the event of an emergency.

If on June 30, an employee has unused personal leave days, such personal leave days thereafter will convert to an equal number of sick leave days.

Teachers who begin employment after the beginning of the school year or who terminate employment before the end of the school year shall have their personal leave days prorated.

Personal leave used in accordance with this policy shall not result in a deduction in pay for the employee.

H. Professional Leave

The Superintendent may grant a day or days of leave without loss of pay to certificated/licensed employees to attend meetings, seminars, classes, and workshops, or to observe other classrooms or school districts that will further the professional development of the employee. Employees shall be notified within fourteen (14) days of the date of the request whether such leave is approved or denied except that out-of-state meetings shall be subject to Board approval.

Application for such request must be made in duplicate with the building principal who shall forward said request to the Superintendent.

Application for professional leave should be made at least fourteen (14) days in advance of the meeting.

If the meeting request is approved by the Superintendent and/or the Board, the employee will be excused for the days requested. Following the leave, the employee will be reimbursed for expenses as approved by the Superintendent in advance and as verified by itemized receipts.

It shall be understood that no teacher shall be reimbursed for attending or participating in any field trip, competition, seminar, educational event, or student-related activity, unless approved in advance by the Superintendent.

I. Family and Medical Leave

In addition to any/all leave provided herein, and in accordance with the Family and Medical Leave Act of 1993, teachers shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave. The Board of Education agrees to provide leave in accordance with the final rules promulgated under the act.

Teachers must give the Board at least a thirty (30) days' notice or as much notice as is practicable.

A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.

Teachers may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee.

Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium if the teacher pays his or her share of the premium. The teacher must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the teacher fails to return to work, unless the failure to return was due to the continuance, recurrence, or onset of a serious health condition or due to other circumstances beyond the teacher's control.

Alleged violations of this provision shall be resolved only through Article 4, Grievance Procedure, of this contract.

ARTICLE 7 - INDIVIDUAL CONTRACTS

A. Each individual teacher contract shall contain at least the following information:

1. Name

2. Type of Contract

3. School year

4. Salary and Step Placement on Salary Schedule (only for teaching contracts)

5. Years of Service in the District

B. Non-Renewal of Limited Teaching Contract

Non-Renewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed by the Board for less than Two (2) Full Years:

a. On or before June 1, limited contract teachers who have been employed for less than two (2) full years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year.

b. This non-renewal procedure for teachers who have been employed for less than two (2) full years supersedes all provisions of ORC 3319.11 and ORC 3319.111 and such teachers shall have no right to challenge said non-renewal pursuant to ORC 3319.11. or 3319.111 or through the negotiated grievance procedure.

Non-renewal of all other limited teaching contracts:

All other limiting teaching contracts may be non-renewed in accordance with law. Challenges to nonrenewal shall occur as provided by law Section 3319.1 l(G) of the Ohio Revised Code and may not be the subject of a grievance.

C. Length of Teaching Contracts

The initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one (1) year. A minimum of 120 days worked constitutes one year. Thereafter, if the employee is not eligible for continuing contract status, and is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than a term provided for in the following schedule unless the Superintendent has provided the teacher written reasons, by June 1, for offering the teacher reemployment for a shorter term.

First Renewal – One-year contract
Second Renewal – Two-year contract
Third Renewal – Three-year contract
Fourth Renewal - Four-year contract
Fifth Renewal and thereafter-Four-year contract

D. Continuing Contract Eligibility

1. Teachers may become eligible for continuing contract status as provided in state law.

2. A teacher expecting to become eligible for continuing contract status must inform the Superintendent in writing of that fact by October 1 prior to reaching that eligibility and must file the professional license with the Superintendent by April 1 of that same school year.

The Superintendent may recommend an extended limited contract of one year prior to the vote on a continuing contract. Such recommendation shall be based on the evaluation procedure and shall include reasons directed toward improvement. The Board may approve an extended limited contract upon the recommendation of the Superintendent by a simple majority vote. All other restrictions of the extended limited contract as found in the Ohio Revised Code shall apply.

ARTICLE 8 - WORKING CONDITIONS

A. Instructional Materials

Each building principal will provide the building representative with a copy of the appropriation allocation for the building as soon as it is available but no later than October 15.

B. Duty-Free Lunch

Each full-time teacher only shall be entitled to a duty-free lunch period of at least thirty (30) continuous, uninterrupted minutes per day.

C. Duties

Teachers shall not be required to conduct checks for head lice nor perform medical procedures. This provision does not prohibit teachers from performing or providing emergency medical attention or procedures, which will be considered to be within the scope of the teacher's job responsibilities.

D. Attendance on Calamity Days

If the Board of Education declares schools closed because of a calamity day such as, but not limited to, snow, then in that event, teachers shall not be required to report to their work assignment. If the minimum student instructional school year of 1001 hours (or other uniform number as the law requires in the future), has been met in a school year, then no make-up days shall be scheduled beyond May 31st. No teacher shall be docked for failure to complete the regular contracted work year after May 31st due to the operation of this paragraph.

E. Class Size

Class size shall be balanced to the greatest degree possible, and the Board agrees with and will strive toward a goal of a maximum of twenty-eight (28) pupils per class, except full bands and choirs, whose maximum will be determined by the principals after consultation with the directors, and middle school and high school physical education classes.

Mainstreamed/inclusion students enrolled in a class will be counted in the twenty-eight (28) pupils.

F. Inclusion

Upon request of a special education teacher, the principal will arrange up to three (3) release days to complete special education paperwork.

G. Local Professional Development Committee

A Local Professional Development Committee (LPDC) shall be established under the following guidelines:

1. Term of Office

The term of office for members serving on the committee shall be three years after the existing staggered terms.

2. Committee Composition and Selection

   a. The committee shall be comprised of eight (8) members as follows:

      1) five (5) teachers (one teacher from each building); and

      2) three (3) representatives of the administration.

   b. The five (5) teachers shall be appointed by the Association President. The three (3) representatives of the administration shall be appointed by the Superintendent.

   c. The LPDC shall determine the committee's structure (i.e., president, vice-president, chairperson, etc.), and shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal requirements of LPDC's. Such training may be on released time and shall be subject to professional leave.

3. For compensation details, refer to the supplemental scale (Tier 10).

4. The district shall provide office space, file storage facilities, office equipment, and clerical help as much as is practical.

5. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the state of Ohio.

6. The LPDC shall only be responsible for:

   a. the review and approval of Individual Professional Development Plans (IPDP's) of all district certificated/licensed employees;

   b. the review and approval of all college credit, CEU's or other equivalent activities;

   c. the review of its own activities, procedures and operations;

   d. the promotion, planning and approval of any district or building professional development activities, workshops, seminars, or other training sessions; (this will not include any building activities that do not involve CEU's, attendance requirements or funds controlled by the LPDC).

7. The LPDC shall not have authority to revise, change, delete, or modify any article or section of the negotiated agreement except as provided by 4117.1O(C) of the Ohio Revised Code or as provided by the negotiated agreement.

8. If an educator disagrees with the LPDC's decision, the educator must contact the chair to request a meeting with the LPDC to discuss in person the IPDP and gain an understanding of the perspective of the LPDC and reasons for rejection. If after the reconsideration has taken place, the LPDC and the educator are still unable to come to agreement, a third party shall

review the decision. This third party shall be in the form of a panel consisting of one licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by the above two. If an agreement cannot be reached as to who the third educator is to be, the superintendent shall appoint the third educator. These three individuals then function as a panel to review the LPDC decision and either uphold or overturn the decision.

9. Whenever an administrator's coursework plan is being discussed or voted upon, the local LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

H. Tuition Waiver

1. The Board agrees to accept the children of teachers holding legal custody of such children as tuition students if the bargaining unit member lives outside the legal boundaries of the school district.

2. The Board will waive the tuition fee normally assessed those children of teachers accepted for enrollment pursuant to paragraph 1 above.

I. Work Schedule

All employees will know their building's work schedule for the upcoming school year by August 1. However, this provision is subject to the Board's management right to change such schedules.

J. Testing

A teacher may have a volunteer who has had advance approval of the principal accompany the teacher in administering any required statewide achievement test, at no additional cost to the Board.

K. Student Handbook Committee

The Student Handbook Committee in each building shall consist of the principal, any assistant principal, and up to three (3) bargaining unit members appointed by the Association President. The committee shall review, discuss, and provide input on the building's student handbook, including implementation of the code of conduct and health and safety concerns.

At Philo High School, the committee shall also review, discuss, and provide input on the College Credit Plus (CCP) program.

L. District Policies

a. All employees will be notified of any changes to FLSD Board Policy, FLSD Athletic Policy within ten (10) days of them being board approved. Changes to each building's student handbook will be communicated with those employed in those respective buildings within ten (10) days of them being board approved.
b. Print copies of the FLSD Board Policy, the FLSD Athletic Policy will be provided to the FLTA president by August 1st of each year. Building principals will supply the FLTA president with print copies of their buildings (PHS, PJHS, RES, DFE) Master Schedule and Student Handbook by August 1st of each year.

ARTICLE 9 - WORK DAY AND WORK YEAR

A. Work Day

The work day normally shall be seven (7) hours and fifteen (15) minutes. Attendance at faculty meetings, IEP special education meetings, placement conferences, bus duty, and other necessary conferences shall not be affected by the limitations of the work day. The administration will make a reasonable effort to schedule such meetings during the normal work day. If the administration schedules such a meeting outside of the workday, the meeting attendees will be given back that time in the form of compensatory time at the administration's discretion. For example, if a meeting is held for thirty (30) minutes outside of the workday, at a later point the attendees each may be permitted to leave on one or more occasions with administrative approval, for a total of thirty (30) minutes before the end of the workday.

Each week full-time teachers will have at least two hundred (200) minutes of personal planning and preparation time.

B. School Year

Unless Article 8 D is in effect, the school year shall consist of one hundred eighty-three (183) days, of which two (2) shall be days for teacher professional purposes, one (1) teacher workday, and two (2) days for parent-teacher conferences. For all newly hired employees, the school year shall consist of two (2) additional days, with the same in-service parent• teacher conference days as outlined above, and with the two additional days to be used for orientation and professional development activities prior to the start of the school year. This is for the first year of employment only.

C. Maintenance of School Year and School Day

The Board of Education and Association agree that the school day or school year shall be maintained during the term of this agreement. Any state law shortening either the school day or school year shall not affect the Franklin Local School District or the individual schools in the district.

D. Pending Legislation

E. School Calendar Committee

A committee will be established consisting of two administrators, two classified staff members, three certified staff members appointed by the Association president, and one board member who will meet to develop three proposed school calendars for the upcoming school year. All employees of the District shall have the right to vote on the proposed calendar. The committee will reconvene to tally the votes together so as to maintain the integrity of this process. The proposed calendar with the most votes shall be recommended to the Board to become the schedule for the upcoming school year. The Board may accept, reject, or modify the recommended calendar.

ARTICLE 10 - VACANCIES AND TRANSFERS

A. Definitions

1. Seniority - shall be defined in Article 2.

2. Transfer - shall be defined as the movement of certified/licensed staff from one building to another building.

3. Assignment - shall be defined as the building, specific position, grade level(s), courses and/or duties.

4. Vacancy - shall be defined as any position which the Board determines to fill left unoccupied as a result of a transfer, retirement, resignation, death, termination, nonrenewal, or any newly-created position that the Board determines shall be filled.

B. Bidding and Posting Procedures

All vacancies shall be posted within five (5) days of the administration determining that the vacancy exists, and shall specifically state the assignment (building, grade level(s), courses, and/or duties) and required certification/licensure.

Vacancies shall be posted in each school building in the district for a period of four (4) days. The president of the Association shall be provided a copy of each vacancy.

Employees may bid on a vacancy by applying for the position during the posting period. Successful applicants shall be placed in vacant positions. Internal applicants shall be hired if deemed best qualified by the Superintendent or designee. Unsuccessful internal applicants shall upon request be provided in writing the reasons for the denial of placement in the vacancy from the Superintendent. The reason(s) shall not be grievable.

C. Involuntary Transfer/Reassignment

1. In making transfers and reassignments without request, the desires of the staff member shall be considered to the extent that they do not conflict with the instructional requirements or educational needs of the district. However, all factors being equal the least senior qualified staff member shall be transferred.

   If an involuntary transfer/reassignment is being considered, a conference shall be held between the professional staff member and the Superintendent or designee explaining the reasons for the proposed action. If the transfer is deemed necessary, the professional staff member will be given ten (10) days prior notice, if possible. Upon request the staff member shall be given written reasons for the transfer.

2. No employee shall be transferred for arbitrary or capricious reasons and involuntary transfer will not be used to harass or intimidate staff members.

D. Exemptions from Posting and Bidding Requirements

1. Any vacancy occurring as a result of the enrollment progression of duplicate classrooms from one grade level to the next level where no additional teacher need be hired or transferred to fill the vacancy (e.g., two 2nd grade classes in the same building progressing to two 3rd grades in the next school year).

2. A third vacancy and any subsequent vacancies occurring that directly result from the initial vacancy that was posted and bid.

ARTICLE 11 - PERSONNEL FILES

1. The official personnel file of each member shall be maintained in the office of the Superintendent. To the extent allowed by law, this shall be considered a confidential file.

2. Upon request made during the regular business hours of the central office, a member shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee.

3. Pre-employment letters of recommendation and other pre-employment information are not reviewable by the member of his/her representative. 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 the member.

4. Written reprimands and/or critical letters or items of a disciplinary nature shall be removed, upon the written request of a bargaining unit member, from the bargaining unit member's file and returned to the member with the concurrence of the Superintendent, providing that three years have elapsed from the date of the document and there has not been a more recent incident of a similar nature. Provided, however, Code of Conduct disciplinary documents shall be retained in the personnel file; but if the Ohio Department of Education does not act on the report within two years, the documents shall be moved to a separate public file.

5. 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 same.

6. Prior to placing an evaluation and/or derogatory material in a teacher's file, the teacher shall be shown the material and given the opportunity to initial it. If the teacher refuses to initial the materials, it may be placed in the file. The teacher's initials shall not constitute agreement with the contents of the file.

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

8. Any member shall have the right to obtain a copy of any items in his/her file at the employee's expense.

ARTICLE 12 - REDUCTION IN FORCE

In the event that a reduction in the number of teachers becomes necessary due to decreased enrollment of pupils, return to duty of regular bargaining unit members after leave of absence, a financial reason or any legitimate reason as determined by the Board within the scope of sound educational practice, and within the bounds of State Minimum Standards, the Board of Education shall adhere to the following procedures in suspending contracts:

A. Attrition and Suspension

1. The number of persons afforded by a layoff will be kept to a minimum by not employing replacements for employees who die, retire, or resign.

2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts.

3. A limited contract expiring in the calendar year in which the reduction occurs which would otherwise have been renewed shall be renewed in order to provide the teacher involved the rights provided for under this article.

B. Procedure for Reduction

1. A seniority list is to be provided to the Association President annually in accordance with Article 5, Section (N).

2. At least ten (10) days preceding the date of implementation, the Association President shall be notified in writing by the Superintendent or designee of the intent to implement a layoff.

C. Seniority and Certification/Licensure

1. Certification licensure, contract status, and system-wide seniority shall be the exclusive criteria for any layoff, subject to paragraph (C)(4) below.

2. Seniority shall be as defined in Article 2.

   a. The suspension of contracts shall be on a last-employed, first-to-be suspended by teaching field basis only in order of evaluation category (with Accomplished being highest and Ineffective being lowest) and shall occur to non-tenured teachers first.

   b. Should it become necessary to suspend the contract of any tenured teacher pursuant to this policy, such suspension shall be made from tenured teachers on a last-employed, first-suspended by teaching field basis only in order of evaluation category (with Accomplished being highest and Ineffective being lowest).

3. Length of continuous service shall not be interrupted or affected by Board authorized leaves of absence.

4. A teacher subject to being laid off may elect to displace a less senior teacher in another area of certification/licensure if he/she currently holds a regular certificate/license in that area and if the Superintendent determines the teacher is qualified for the position.

D. Procedure for Recall

1. All teachers whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are or become certified/licensed to teach.

2. Teachers on the recall list shall be offered re-employment to full-time positions, as they become available for which they are certified/licensed in the reverse order of layoff, last laid off-first re-employed, but only within the same or lower evaluation category (with Accomplished being highest and Ineffective being lowest) if the Superintendent determines the teacher is qualified for the position.

3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

4. The seniority of a recalled teacher shall be calculated as if service were not interrupted.

5. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such positions. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall, within seven (7) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district. The position will then be made available to the next eligible teacher on the reduction in force list.

6. Subject to paragraph (D) (2) above, no teachers new to the district shall be employed in a teaching field until all properly certified/licensed teachers certified/licensed in that field on the reduction in force list have been offered a contract for the position in accordance with the provision of this procedure.

7. Teachers remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment as a substitute or part-time teacher shall not disqualify that teacher from placement or continued placement on the reduction in force list for full-time employment.

8. The recall list shall be maintained for a period of two (2) years or the length of the teacher's seniority with the District, whichever is less. Thereafter, a teacher on layoff shall lose his/her recall rights.

ARTICLE 13 – PUBLIC COMPLAINT AGAINST A TEACHER

A. Should the administration receive a complaint against a teacher and after consideration determine that it shall become a matter of written record, the teacher will be notified of the complaint, name of the complainant, date of complaint, and nature of the complaint, except in cases of report of child abuse, in which case the teacher shall be notified of the complaint and the date of the complaint. With or without the complainant, a teacher may be represented by the Association at any investigatory interview by the Board which the teacher reasonably believes could lead to discipline. A teacher shall have the right to attend, with an Association representative, the part of any executive session of the Board of Education where a parent or resident of the school district speaks to the Board of Education about the parent's or resident's complaint against the teacher.

B. Threatening conduct may take the following forms:

1. face-to-face encounters in which words are used that indicate to the staff member that his or her safety and well-being are in jeopardy;

2. written communications that a reasonable person would believe to imply or state explicitly that the staff member and/or his or her family may be subject to some form of physical abuse or violence;

3. written or spoken comments threatening a staff member with blackmail or extortion;

4. written or spoken communication and/or actions that a reasonable person would believe to imply or explicitly threaten damage to the property of a staff member or a member of his or her family.

C. Any teacher who believes that he or she is the victim of any of the above actions or has observed such actions toward a teacher taken by a student, co-worker, supervisor, or other person associated with the District such as a vendor, contractor, volunteer, or school official shall promptly take the following steps:

1. If the alleged threatener is the teacher's supervisor, the teacher shall, as soon as possible after the incident, contact the Superintendent.

2. If the alleged threatener is not the teacher's supervisor, the teacher shall, as soon as possible after the incident, contact his or her supervisor.

3. If the threatener is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged threatener.

4. The teacher shall make initial contact either by a written report or by telephone or personal visit. During this contract, the reporting teacher shall provide the name of the person(s) whom he or she believes to be responsible for the threat and the nature of the threatening incident(s). A written summary of each such report must be prepared promptly by the teacher threatened after consultation with his or her supervisor or building principal and forwarded to the Superintendent.

D. Each report received by the supervisor, building principal, or Superintendent as provided above, shall be investigated in a timely and, to the extent permitted by law, be handled in a confidential manner. While a report is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or by law enforcement personnel or in the context of a legal or administrative proceeding.

The purpose of this provision is to:

1. protect the confidentiality of the teacher to the extent permitted by law who files a complaint:

2. require the reporting of any incidents of threat;

3. protect the reputation of any party wrongfully charged with threatening conduct.

E. Investigation of a report shall include questioning of the parties involved and any named or apparent witnesses as the administration determines reasonably to be necessary. The Board shall not retaliate against a teacher for filing a report or assisting in an investigation so long as the teacher acted as a reasonable person and in good faith in making the report and in dealing with the person alleged to have engaged in threatening conduct.

F. If the investigation reveals that the report is valid, then appropriate remedial and/or disciplinary action, consistent with law and the code of student conduct, will be taken as determined by the administration to prevent the continuance of the harassment or its recurrence. No grievance may be filed challenging the action of the administration that results from an investigation. Upon request, the Association President, the Superintendent, and mutually agreed representatives of the parties shall meet to discuss any resulting response by the administration.

ARTICLE 14 - TEACHER EVALUATION

The evaluation procedure required by Ohio Revised Code §3319.111 shall be used in accordance with that law. Challenges to nonrenewal based on alleged violation(s) of Ohio Revised Code §3319.111 shall occur as provided by law pursuant to Ohio Revised Code §3319.11 and may not be the subject of a grievance.

ARTICLE 15 – ACADEMIC FREEDOM

The District recognizes the value of academic freedom for teachers in their implementation of the curriculum. This includes the discretion to select materials and determine classroom needs, subject to state standards, the curriculum, course of study, grading, and other policies and rules adopted for the District's academic program. A teacher will not be disciplined for providing instruction within these boundaries.

If a teacher and a principal have a disagreement concerning academic freedom, the principal, teacher, and an Association Representative shall review the matter with the Superintendent, whose determination shall be final.

ARTICLE 16 - INSURANCE

The Board of Education shall provide the following insurance benefits for eligible full-time teachers. The Board shall determine the carriers, means and methods by which to fund and provide these benefits.

A. INSURANCE RATES

The Board agrees to pay for ninety percent (90%) of the full premium payment for Single coverage, and eighty percent (80%) for Family coverage. The Board agrees to cap the increase in the employee share of medical and dental insurance at 8% for the period January 1, 2025 through December 31, 2025 and to cap the increase in employee share of medical and dental insurance at a maximum of 8% for the period January 1, 2026 through December 31, 2026, and at a maximum of 8% for the period January 1, 2027 through December 31, 2027. If a teacher is in unpaid status, the Board contribution to the cost of insurance benefits shall be prorated based on the number of paid contract days of the teacher to the total number of contract days in the preceding month (e.g., if a teacher is in paid status 10 of 20 contract days in January, the Board's contribution will be one-half of the Board's usual contribution for February). FML will be an exception to prorating.

B. BASIC HOSPITAL BENEFITS - (OUTLINED ON NEXT PAGES - Exhibit C)

C. BASIC MEDICAL (OUTLINED ON NEXT PAGES - Exhibit C)

D. SURGICAL (OUTLINED ON NEXT PAGES - Exhibit C)

E. ADDITIONAL INFORMATION (OUTLINED ON NEXT PAGES - Exhibit C)

Benefit Period	January 1 to December 31
Dependent Age Limit	Age 26 (Federal and State Law)
Life Insurance	$25,000 (Board pays full cost)
Life Insurance for Department Heads	$30,000 (Board pays full cost)

F. MAJOR MEDICAL BENEFITS (OUTLINED ON NEXT PAGES – Exhibit C)

G. DENTAL INSURANCE

Deductible	$25 Single/$75 Family – Type B & C
Maximum Benefit Per Year	$1,250 Per Person – Type A, B
Maximum Orthodontia	$1,000 Lifetime – Type D
Insured Percentages	
Type A – 100% Eligible Expenses	Preventive, Diagnostic, Emergency, Diagnostic X-Rays & Lab
Type B – 80% Eligible Expenses	Fillings, Restorative, Surgical Procedures
Type C – 60% Eligible Expenses	Crowns, Inlays, Bridges, Dentures
Type D – 60% Eligible Expenses	Orthodontic Procedures

Employees with family coverage will pay fifty percent (50%) of the total dental premium and employees with single coverage will pay ten percent (10%) of the total monthly composite dental premium.

ARTICLE 17 - COMPENSATION

A. Salary Schedule Index

Effective upon ratification by the Association, the Board of Education shall implement the salary schedule index attached hereto and designated Exhibit A.

B. Salary

See attached salary schedules at Exhibit A.

C. Salary Adjustment

1. When a bargaining unit member completes additional training which would qualify the bargaining unit member for a higher salary qualification and has filed written notice of the additional training with the Superintendent, the Board will authorize salary adjustments.

2. The salary adjustment shall be adjusted retroactive to the beginning of the school year if notice is given prior to September 1.

3. An official letter of credit from the college or university registrar and/or an official transcript presented to the Superintendent's office will enable the Treasurer to make the necessary adjustment with the next pay period. If the letter or official transcript is not received by September 1, then the adjustment will be made for the following school year.

4. A bargaining unit member must complete academic credit hours after receiving a Master's Degree for the hours to count as additional training that qualifies the member for horizontal movement on the salary schedule index to the MA+15 column.

D. Supplemental Salaries

Supplemental salaries are set forth in Exhibit D. Seasonal supplementals shall be paid after the end of the season or, if the teacher elects, by up to three installment payments added to the regular check spread over the season after proportional work has been completed. Year round supplemental pay shall continue to be added to regular pay spread over the yearly pay cycle. If a club, activity, or sport is cancelled once a supplemental contract has been issued, the employee shall be paid on a pro-rated basis for the time served and the contract terminated.

E. In-House Substitution

A teacher who gives up his or her scheduled planning time at the request of the administration to take over another teacher's class for the entire period shall be paid $30.00 per period. Any teacher who gives up his or her planning time to cover another teacher's class for a pregnancy or other long-term leave will be paid $30.00 per period after the initial five (5) consecutive days of in-house substitution. A teacher who has another teacher's entire class added to that teacher for that teacher's sole supervision and instruction for one or more entire class periods shall be paid $30.00 per such period (this includes special area teachers but not study hall situations). Where a period schedule does not apply, the rate shall be $30.00 per hour. A teacher shall receive a minimum of $30.00 per occurrence.

F. Tutoring, Friday School, and Saturday School

The Board of Education will pay $30.00 per hour for teachers employed by the Board in the Tutoring program. Friday and Saturday School pay will be $30.00 per hour. The teacher will be paid for one (1) hour if the affected student(s) does not show up for the session.

G. Severance Pay

A teacher who retires from the District shall be eligible for severance pay if he/she:

1. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code.

2. Retires from the employ of the Board is at the time of retirement from the employ of the Board eligible to receive retirement benefits from the State Teachers Retirement System of Ohio, and provides the Board with written evidence that he/she began receiving retirement benefits from STRS within sixty (60) days of separation from the Board's employment. Severance pay shall be calculated as follows:

    a. One hundred twenty-five dollars ($125.00) times the number of accumulated and unused sick leave days to the teacher's credit (not to exceed 250 days) at the time of retirement.

All sick leave credit accrued but unused by the employee at the time payment is made shall be eliminated.

If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and receive retirement benefits from STRS, and met the eligibility requirements for severance pay pursuant to this contract, then in that event the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of the contract.

For the purposes of this provision, retirement is defined as disability or service retirement under state or municipal retirement system in the state. Severance payment shall be made by the later of 2 1/2 months after the employee's retirement or the end of the year in which retirement occurs.

H. Attendance Bonus

Full-time teachers shall be paid as follows for the non-use of sick and personal leave combined: $250 for each nine-week period with zero total days of sick leave and personal leave combined used. A teacher who uses unpaid leave (aka "dock days") in any nine-week period shall be ineligible for this payment. Half-time employees are eligible for this attendance bonus and shall be paid at one-half of the above specified rates.

I. Mileage

Certificated/licensed employees serving two (2) or more schools shall be paid at the IRS rate per mile as of July 1 of each year for travel between two (2) or more schools when on school business. Such travel shall be computed from the base of operation. Certificated/licensed employees required to travel to meetings, conferences, workshops, etc., within the District shall not be paid for travel.

J. STRS Paper (or Salary Reduction) Pickup

The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid.

The procedure shall be as follows:

The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board although it shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick up" nor shall the Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board except incidental administrative costs necessary to implement this program.

It is expressly understood that all teachers covered by this collective bargaining agreement shall be subject to this provision as a condition of their employment. The members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they assume any/all liability as a result of an adverse ruling by the Internal Revenue Service.

K. Tuition Reimbursement

Tuition reimbursement will be paid to degreed teachers who earn additional college credits in their area of certification or in an area leading to an advanced degree in education as approved by the Superintendent. Payment shall not exceed $1,750 per person per fiscal year or the following dollar totals for the entire bargaining unit: $35,000 per fiscal year. The right to reimbursement will be first-come, first served in the particular fiscal year, based on the date the approval form is submitted to the LPDC. However, approved classes starting on or after June 1 will be paid from the reimbursement funds provided for the next immediate fiscal year.

A written request must be submitted and be approved by the Superintendent prior to the beginning of the course. Reimbursement will be made at the satisfactory completion of the course as shown by evidence on file in the Treasurer's office. This evidence shall be in the form of an official transcript or receipt of a letter from the college registrar.

Any person leaving the District will repay the District any tuition reimbursement they received within the previous twelve (12) months. This repayment is void if the person is non-renewed or laid off in keeping with the Reduction in Force policy.

Course work must be scheduled at times that do not interfere with normal duties during the regular work day of the employee. No teacher will be reimbursed by the Board if he/she received grants, payments, or scholarships from some other source for tuition.

L. Payroll and Pay Periods

Teachers shall be paid by direct deposit, in twenty-six (26) equal installments on alternate Fridays. If a Friday payday is a banking holiday, the deposit shall be made on the previous business day. The Treasurer may make adjustments to the 26-pay schedule to avoid

overpayment over a six or seven-year period. Due to fluctuations in school start dates, the Treasurer may also make pay cycle adjustments for teachers during their first year of employment or when returning from an extended leave.

Annual salary notices shall be provided as required by state law, unless negotiations have not been finalized at that time, in which case salary notices shall be provided within thirty (30) days of approval of increased salaries by the Board of Education.

M. Dual Enrollment

Each dual enrollment teacher will receive a stipend $350 for each semester hour of instruction provided – payable in June.

ARTICLE 18 - EMPLOYMENT OF STRS RETIREES

A. This Article governs the terms and conditions of employment of any superannuate or "other system retiree" (as those terms are statutorily defined for purposes of Ohio Revised Code Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section A of the Negotiated Agreement ("rehiree"). Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of the Negotiated Agreement. At no time shall more than twelve percent (12%) of employees in the bargaining unit be employed by the Board as rehirees.

1. Rehirees shall be placed at Level 1 of the appropriate training column of the salary schedule and shall remain at Level 1.

2. The employee will receive only a one-year limited contract of employment (if employed a after the start of the school year, such contract will be for the remainder of that school year). Each one-year contract for a rehiree shall automatically expire at the end of each school year, notwithstanding O.R.C. 3319.11 and 3319.111. Rehirees rehired after April 1, 2009 shall not accumulate seniority and shall be the first in line to be separated from employment in the event of a reduction in force within the rehiree's area of assignment. Rehirees rehired prior to April 1, 2009 will not forfeit seniority earned, but shall no longer accumulate additional seniority.

3. Upon employment, the employee will be credited with and remain at Level 1 of seniority.

4. Rehirees shall not be entitled to participate in the District's group insurance plans. However, to the extent that rehirees are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members. The Board will reimburse an employee who is enrolled in an Ohio public retirement health plan or a spouse's plan with another employer for primary coverage his/her monthly premium copay up to $150 monthly. If this can be tax- sheltered through the flexible spending plan, the Board will do so. The full-time employee can enroll in the Board's dental plan as in the past.

5. The employee will in no event qualify for tuition reimbursement under Article 17, Section K, or severance pay under Article 17, Section G of the Negotiated Agreement. Sick leave would accrue pursuant to Article 6(B) of the Negotiated Agreement.

B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

A. Waiver of Negotiations -The Board and the Association acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this contract, said right with respect to all subjects or matters irrespective of whether any such matter or subject is specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this contract.

B. Entire Agreement - This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. No Strike - Neither the Association nor any teacher shall call, instigate, encourage, promote, support or conduct any strike or withholding of services, in whole or part, during the term of this Agreement and any extensions of this Agreement.

D. Conflict with Law- Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement within thirty (30) days of the written request.

E. All MOUs (Memorandums of Understanding) will "sunset" on the expiration date of this Agreement.

F. Academic Distress – As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions.

ARTICLE 20- DURATION OF AGREEMENT

This Agreement and all provision contained therein shall become effective July 1, 2024 and expire June 30, 2027.

IN WITNESS WHEREOF, this Negotiated Agreement was executed by the Franklin Local School District Board of Education and the Franklin Local Teachers' Association, by their duly authorized representatives on February 15th 2024 (by the Franklin Local Teacher's Association) and February 15th 2024 (by the Board of Education).

BOARD OF EDUCATION OF FRANKLIN LOCAL SCHOOL DISTRICT

Superintendent

Board President

FRANKLIN LOCAL TEACHERS' ASSOCIATION

FLTA President

FLTA Vice-President

EXHIBIT A

2024-2025 **1.040**

BASE				
BASE NEW	40581			
YEARS	BA	B A & 150	MA	M A + 15
1	40581	42205	44639	47480
2	40581	42205	44639	47480
3	43827	45451	47866	50726
4	45451	47074	49509	52349
5	47074	48697	51132	53973
6	48697	50320	52755	55596
7	50320	51944	54379	57219
8	51944	53567	56002	58842
9	53567	55190	57625	60466
10	60060	61683	64118	66959
11	60060	61683	64118	66959
12	60060	61683	64118	66959
13	60060	61683	64118	66959
14	60466	62089	65335	68176
15	62089	63712	70205	73046
16	62089	63712	70205	73046
17	62089	63712	70205	73046
18	62089	63712	70205	73046
19	62495	64118	71017	73857
20	62901	64524	71423	74669
21	63306	64930	71828	75481
22	63712	64930	72234	76292
23	64118	65335	72640	77104
24	64118	65741	73046	77916
25	64118	66147	73452	78321
26	64524	66553	73857	78727
27	64524	66553	73857	78727
28	64524	66959	74263	78727
29	64930	66959	74263	79133
30	64930	66959	74669	79133
31	64930	67364	74669	79945
32	65335	67770	75075	80756
33	65335	68176	76292	86032

2025-2026 **1.030**

BASE				
BASE NEW	41798			
YEARS	BA	B A & 150	MA	M A + 15
1	41798	43471	45978	48904
2	41798	43471	45978	48904
3	45142	46814	49322	52248
4	46814	48486	50994	53920
5	48486	50158	52666	55592
6	50158	51830	54338	57264
7	51830	53502	56010	58936
8	53502	55174	57682	60608
9	55174	56846	59354	62280
10	61862	63534	66042	68967
11	61862	63534	66042	68967
12	61862	63534	66042	68967
13	61862	63534	66042	68967
14	62280	63952	67295	70221
15	63952	65624	72311	75237
16	63952	65624	72311	75237
17	63952	65624	72311	75237
18	63952	65624	72311	75237
19	64370	66042	73147	76073
20	64788	66459	73565	76909
21	65206	66877	73983	77745
22	65624	66877	74401	78581
23	66042	67295	74819	79417
24	66042	67713	75237	80253
25	66042	68131	75655	80671
26	66459	68549	76073	81089
27	66459	68549	76073	81089
28	66459	68967	76491	81089
29	66877	68967	76491	81507
30	66877	68967	76909	81507
31	66877	69385	76909	82343
32	67295	69803	77327	83179
33	67295	70221	78581	88613

2026-2027 **1.030**

BASE				
BASE NEW	43052			
YEARS	BA	B A & 150	MA	M A + 15
1	43052	44775	47358	50371
2	43052	44775	47358	50371
3	46497	48219	50802	53815
4	48219	49941	52524	55538
5	49941	51663	54246	57260
6	51163	53385	55968	58982
7	53385	55107	57690	60704
8	55107	56829	59412	62426
9	56829	58551	61134	64148
10	63718	65440	68023	71036
11	63718	65440	68023	71036
12	63718	65440	68023	71036
13	63718	65440	68023	71036
14	64148	65870	69314	72328
15	65870	67592	74481	77494
16	65870	67592	74481	77494
17	65870	67592	74481	77494
18	65870	67592	74481	77494
19	66301	68023	75342	78355
20	66731	68453	75722	79216
21	67162	68884	76203	80077
22	67592	68884	76633	80938
23	68023	69314	77064	81800
24	68023	69745	77494	82661
25	68023	70175	77925	83091
26	68453	70606	78355	83522
27	68453	70606	78355	83522
28	68453	71036	78786	83952
29	68884	71036	78786	83952
30	68884	71036	79216	83952
31	68884	71467	79216	84813
32	69314	71897	79647	85674
33	69314	72328	80938	91271

EXHIBIT B

FRANKLIN LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

Grievant's Name_____

Address_____

Home Phone_____ School Phone_____

LEVEL TWO

Principal or Immediate Supervisor_____Building_____

Date Grievance Occurred_____

Person(s) to Whom Grievance is Directed_____

Initiated on Level_____ Date_____

Grievant Signature_____ Date_____

Principal or Immediate Supervisor_____

When did the Level One conference occur? _____
Mo. Day Year

Statement of Grievance:

What Part(s) of the Negotiated Agreement were violated, misinterpreted, misapplied?

_____

_____

_____

What are the facts constituting the alleged violation, misinterpretation or misapplication of theNegotiated Agreement?

_____

_____

_____

Relief Sought:_____

_____

_____

Submission to <u>LEVEL THREE</u>:

Grievant Signature_____Date_____

Superintendent's Signature_____Date Rec'd._____

Superintendent's Decision_____

_____

_____

Date of Decision _____

Submission to <u>LEVEL FOUR</u>-The Association hereby appeals the decision made at Level Three

President of Association Signature_____ Date _____

Board Treasurer Signature_____

Date Received _____

Where statement of grievance or decision requires additional space, attach pages as necessary. Signature of the parties indicates only receipt and not necessarily agreement with the decision.

FRANKLIN LOCAL SCHOOL DISTRICT EXHIBIT C

	Network	Non-Network
DEDUCTIBLES		
Annual Deductible	$500	$600
Family	$1,000	$1,200
CO-INSURANCE	90% / 10%	80% / 20%
CO-INSURANCE LIMITS		
Individual	$500	$900
Family	$1,000	$1,800
MAXIMUM OUT-OF-POCKET		
Individual	$1,000	$1,500
Family	$2,000	$3,000

INPATIENT HOSPITAL AND MEDICAL SERVICES

*Subject to Deductible and Co-Insurance
*Max 365 Days (Subject to Medical Necessity)

MEDICAL SERVICES

Including the following: Semi-Private Room, Physician Charges, In-Hospital Doctor Calls, Intensive Care, Surgical, Anesthesia, Surgical Assistant, Human Organ Transplant ($1 Million Maximum per individual)

ALL OTHER COMPREHENSIVE MAJOR MEDICAL SERVICES

Including the following: Outpatient Surgery, Accidental Injuries, Impacted Teeth/Oral Surgery, X-Rays/Pathological Services, Routine Pap Lab & Mammography, Home Health, Skilled Nursing Facility & Hospice Care, All Diagnostic Services, Medical Emergencies, Emergency Transportation, Emergency Room Visit.

	Network	Non-Network
OUTPATIENT PSYCHIATRIC & SUBSTANCE ABUSE	$30 OV Co-Pay	Sub. Ded & Co-Ins
OFFICE VISITS	$30 OV Co-Pay	Sub. Ded & Co-Ins
*Including office visit for annual pap test and PSA test, physical exams, all wellness care, including baby care.		
URGENT CARE	$35 OV Co-Pay	Sub. Ded & Co-Ins
*All co-pays are not included in deductible or maximum out-of-pocket.		
EMERGENCY ROOM	$200 OV Co-Pay.	Sub. Ded & Co-Ins
* All co-pays are not included in deductible or maximum out-of-pocket. If admitted co-pay is waived		
PRESCIPTION DRUGS		
At Pharmacy-30 Day Supply	$5 Generic/$30 Formulary/$50 Non-Formulary	
90 Day Supply	$10 Generic/$60 Formulary/$100 Non-Formulary	
Mail Order- 90 Day Supply	$10 Generic/$60 Formulary/$100 Non-Formulary	
DEPENDENT AGE:	26 (Removal Upon End of Month)	
PRECERTIFICATION: Required		
BENEFIT YEAR:	January through December	

All coverages are based on reasonable and customary charge

Network: www.MedMutual.com

EXHIBIT D

FRANKLIN LOCAL SCHOOL DISTRICT, MUSKINGUM COUNTY

SUPPLEMENTAL SALARIES

		Base	40581	41798	43052
	# of Supplementals		2024-2025	2025-2026	2026-2027
		INDEX	AMOUNT	AMOUNT	AMOUNT
TIER 1		**0.18**	**$7305**	**$7524**	**$7,749**
Head Football					
Band Director					
Head Boys Basketball					
Head Girls Basketball					
TIER 2		**0.12**	**$4,870**	**$5,016**	**$5,166**
Head Baseball					
Head Softball					
Head Volleyball					
Head Wrestling					
Head Boys Soccer					
Head HS Cheerleading Coach					
Head Girls Soccer					
Assistant Athletic Director	2				
TIER 3		**0.11**	**$4,464**	**$4,598**	**$4,736**
Assistant Band					
Varsity Assistant Football	4				
Varsity Assistant Boys Basketball					
Varsity Assistant Girls Basketball					
JV Boys Basketball					
JV Girls Basketball					
Varsity Boys Track					
Varsity Girls Track					
TIER 4		**0.09**	**$3,652**	**$3,762**	**$3,875**
Freshman Boys Basketball					
Freshman Girls Basketball					
Freshman Football	2				
Drum Line					
Flag Corp					
TIER 5		**0.08**	**$3,246**	**$3,344**	**$3,444**
7th Grade Boys Basketball					

7th Grade Girls Basketball					
8th Grade Boys Basketball					
8th Grade Girls Basketball					
Varsity Assistant Wrestling					
Varsity Assistant Baseball					
JV Baseball Coach					
Varsity Assistant Softball					
JV Softball Coach					
Varsity Assistant Track Coach (Boys/Girls)	3				
Varsity Assistant or JV Volleyball					
JV Boys Soccer					
JV Girls Soccer					
Varsity Assistant Boys Soccer					
Varsity Assistant Girls Soccer					
Jr. High Football	4				
Jr. High Athletic Director					
TIER 6		**0.07**	**$2,841**	**$2,926**	**$3,014**
Assistant JV Baseball					
Assistant JV Softball					
Varsity Cheerleading Assistant					
Jr. High Cheerleading					
Freshman Volleyball or Varsity Assistant					
Head Cross Country					
TIER 7		**0.06**	**$2,435**	**$2,508**	**$2,583**
Head Teacher	4				
Yearbook Advisor (PHS)					
Head Boys Golf					
Head Girls Golf					
Head Bowling					
Cross Country Assistant					
Jr. High Wrestling					
7th Grade Volleyball					
8th Grade Volleyball					
Jr High Track	3				
E-sports Coach					
TIER 8		**0.05**	**$2,029**	**$2,090**	**$2,153**
Girls Summer Basketball Camp					
Boys Summer Basketball Camp					

Football Summer Camp					
Boys Summer Soccer Camp					
Girls Summer Soccer Camp					
Volleyball Summer Camp					
Summer Cheerleading Camp					
Head Swimming					
Boys/Girls Indoor Track and Conditioning					
Band Camp	2				
6th Grade Camp Coordinator					
8th Grade Trip Coordinator					
TIER 9		**0.04**	**$1,623**	**$1,672**	**$1,722**
Play Director	1 Per Play				
Play Producer	1 Per Play				
Vocal Music Director					
Jr. High Assistant Wrestling					
Quiz Team Coach	2				
Mentor Teacher Year 1 (Bid Not Required)	Multiple				
Mentor Teacher Year 2 (Bid Not Required)	Multiple				
English Department Head					
Math Department Head					
Science Department Head					
Special Ed. Department head					
Social Studies Department Head					
Fine Arts Department Head					
Jr. High Team Leaders	3				
TIER 10		**0.03**	**$1,217**	**$1,254**	**$1,292**
Summer Boys Basketball Conditioning	2				
Summer Girls Basketball Conditioning	2				
Summer Football Conditioning	4				
Summer Boys Soccer Conditioning	2				
Summer Girls Soccer Conditioning	2				
Summer Volleyball Conditioning	2				
Senior Class Advisor	2				
Junior Class Advisor	2				
Sophomore Class Advisor	2				
Assistant Play Director					
Special Choir	2				
Yearbook Advisor (PJHS)					

Yearbook Advisor (RES)					
Yearbook Advisor (DFE)					
National Honor Society	2				
SADD					
Student Council	2				
Key Club					
Ticket Manager					
HS Vex Robotics					
Jr. High Vex Robotics					
HS Pep Club					
Jr High Student Council	2				
BLT Members (RES)	3				
BLT Members (DFE)	7				
LPDC Members (Bid Not Required)					
OTHER					
Speech/Language Pathologists	(Pro-Rated Per Diem)				
Summer School Teachers	(Pro-Rated Per Diem)				
Jr. High Guidance	1 @ 4 days				
HS Guidance	2 @ 20 days				

EXHIBIT E

Memorandum of Understanding

The Franklin Local School District Board of Education (Board) and the Franklin Local Teachers Association (FLTA) enter into this Memorandum of Understanding (MOU) in regard to the Board's Teacher Evaluation Policy. The Board and FLTA agree that the Teacher Evaluation Policy Attached to this MOU shall be included in the parties' collective bargaining agreement.

Because of the fluid nature of teacher evaluation laws, changes or revisions to the Teacher Evaluation Policy that are based on changes to the law shall be subject to ratification by the Board and FLTA at each party's discretion, unless otherwise mutually agreed.

For the purposes of this MOU, the provisions of Article 19(E) shall not apply.

EXHIBIT F

TEACHER EVALUATION POLICY

The Board adopts the following policy to evaluate teachers in accordance with State law and the State Board of Education's standards-based statewide teacher evaluation framework.

This policy applies to any person employed under a teacher license issued under R.C. Chapter 3319 or under a professional or permanent teacher's certificate issued under former R.C. 3319.222 who spends at least 50% of the time employed providing content-related student instruction. This policy does not apply to the superintendent, assistant superintendent, treasurer, principals, other administrators as defined in R.C. 3319.02, substitute teachers or adult education instructors.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. This policy has been developed in consultation with teachers employed by the Board. The Board directs the Superintendent/designee to engage in further consultation with its teachers about any further amendments to this policy as needed.

This policy becomes effective at the expiration of any collective bargaining agreement covering teachers employed by the Board that was in effect on November 2, 2018 and must be included in any renewal or extension of the agreement.

The District will maintain its current teacher evaluation policy for the 2020-2021 school year and implement this new policy at the beginning of the 2021-2022 school year.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by district administrators holding evaluator credentials established by the Ohio Department of Education (ODE).

Final Holistic Rating and Evaluation Cycle

Teachers are assigned a final holistic rating of Accomplished, Skilled, Developing or Ineffective (A/S/D/I). This rating will be based on a combination of informal and formal observations and supporting evidence using the Teacher Evaluation Rubric.

The Board of Education annually submits to ODE the number of teachers assigned a final holistic rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of or any personally identifiable information about any teacher reported in compliance with this provision will not be submitted to ODE.

The full evaluation cycle includes:

- A Professional Growth/Improvement Plan;
- At least one (1) formal holistic observation, followed by a conference;
- At least two (2) classroom walkthroughs – with an emphasis on identified focus area(s) when applicable;

- At least one (1) formal focused observation – with an emphasis on identified focus area(s) and
- One (1) final summative conference.

Teachers on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal will receive at least three (3) formal observations during the evaluation cycle.

The teacher performance measure of the evaluation cycle is aligned with the following Ohio Standards for the Teaching Profession:

- Understand student learning and development, respect student diversity and hold high expectations for all students to achieve and progress at high levels;
- Understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each student;
- Create learning environments that promote high levels of learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

All teacher evaluations must be completed annually by no later than May 1. Teachers evaluated under this policy must be provided with a written copy of their evaluation results annually by no later than May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on their most recent evaluations every three (3) years, provided the teacher submits a self-directed Professional Growth Plan, and the evaluator determines the teacher is making progress on the plan. Evaluators must complete evaluations of these teachers by no later than May 1 of the evaluation year. Evaluators also must provide teachers evaluated on this basis with a written copy of their evaluation results by no later than May 10 of the evaluation year. In all years when a teacher is not fully evaluated, evaluators shall conduct at least one observation and hold at least one conference with the teacher.

The Board evaluates teachers receiving effectiveness ratings of Skilled on their most recent evaluations every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan, and the evaluator determines the teacher is making progress on the plan. Evaluators must complete biennial evaluations of these teachers by no later than May 1 of the evaluation year. Evaluators also must provide teachers evaluated on a biennial basis with a written copy of their evaluation results by no later than May 10 of the evaluation year. In all years when a teacher is not fully evaluated, evaluators shall conduct at least one observation and hold at least one conference with the teacher.

The Board elects not to conduct an evaluation of a teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

EXHIBIT F

High-Quality Student Data

Teachers shall use high-quality student data (HQSD) to guide instructional decisions and meet student learning needs. HQSD used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards;
- Measure what is intended to be measured;
- Be attributable to a specific teacher for course(s) and grade level(s) taught;
- Demonstrate evidence of student learning (achievement and/or growth);
- Follow protocols for administration and scoring;
- Provide trustworthy results and
- Not offend or be driven by bias.

Teachers also must use data generated from the HQSD data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning;
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students;
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis and
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards.

Evaluations must use at least two (2) measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated when required.

When applicable to a teacher's grade level or subject area, HQSD shall include the value-added progress dimension established under R.C. 3302.021, except when otherwise prohibited by law.

Evaluators may use HQSD as evidence in any component of the evaluation where applicable, and data from ODE vendor approved assessments may be considered HQSD. However, the use of shared attribution measures or student learning objectives is prohibited.

Professional Growth and Improvement Plans

Teachers must develop a Professional Growth or Improvement Plan based on the results of their most recent evaluation. Teachers shall develop this plan annually, and it must be based on the results of the evaluation and aligned to any existing District or building improvement plan.

Teachers with a final holistic rating of Accomplished must develop a self-directed Professional Growth Plan. Those teachers with a final holistic rating of Skilled must develop a Professional Growth Plan working jointly with the credentialed evaluator. Teachers with a final holistic rating of Developing must develop a Professional Growth Plan that is guided by their assigned credentialed evaluators. Those teachers with a final summative rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluators.

EXHIBIT F

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board will adopt procedures for use in making retention and promotion decisions based on evaluation results, subject to any applicable collective bargaining agreement. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board will adopt procedures for removing poorly performing teachers based on evaluation results, subject to any applicable collective bargaining agreement.

Professional Development

The Board will allocate financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

Adoption date: November 19, 2020

EXHIBIT G

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Franklin Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time at the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Franklin Local Teachers Association, effective July 1, 2024 through June 30, 2027.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide the necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education & Workforce.

TREASURER

SUPERINTENDENT

BOARD PRESIDENT

02-15-2024

DATE