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# MASTER CONTRACT

**FRANKLIN EDUCATION ASSOCIATION**

**and the**

**FRANKLIN CITY SCHOOL DISTRICT**

**August 1, 2026**

**Through**

**July 31, 2027**

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## ARTICLE 1 — RECOGNITION

A. Parties:

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

B. Recognition

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

C. Definitions

1. Member as used throughout this contract, shall refer to a member of the bargaining unit, as defined in (B) above.

2. Association membership is annual with the membership year being September 1st through August 31st. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the member cancels their membership.

3. Any Member who wishes to cancel their membership must notify the treasurer of the FEA in writing between August 1st and August 31st. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for the remaining dues and assessments of the current membership year.

4. Days shall refer to calendar days, unless otherwise specified.

5. Seniority — years of employment in a bargaining unit position, beginning with the actual first day of work.
    a. Employment shall include all time on approved leaves of absence, and all time on a reduction in force recall list, if the member is reinstated.

b. Seniority shall be lost when a member resigns or leaves the employ of the board due to nonrenewal or termination of contract.

c. If two or more members have the same length of continuous employment, seniority will be determined by: the date of the board meeting at which the member was hired; then by the date the member signed his/her initial employment contract in the district; then by total years of teaching experience in Ohio; and then by any remaining ties will be broken by lot.

d. A member shall accrue seniority for each year worked (at least one hundred-twenty [120] days) in addition to time as defined in (a.) above.

## ARTICLE 2 — NEGOTIATIONS PROCEDURE

A. Initiating the Bargaining Procedure

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

B. "Good Faith Bargaining"

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

C. Bargaining in Executive Session

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

D. General Provisions

1. Caucus — Either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period of thirty (30) minutes, unless otherwise mutually agreed to.

2. Recess — A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place and date have been established for the next session, which shall not be longer than seven (7) days from the present session.

3. Ad Hoc Committees — Ad Hoc committees may be created by the bargaining teams to study a given area and make a report at the specified time, as directed by the teams.

4. Exchange of Information — The board and FEA agree to provide the other, upon reasonable request, public information to areas that may be discussed during the bargaining period.

5. Progress Reports — Each bargaining team shall be responsible to make periodic progress reports to the respective party they represent during the bargaining period.

6. Tentative Agreement — As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team. This shall denote tentative agreement.

7. Bargaining Sessions During the Regular School Day — When and if bargaining sessions are held during the regular school day, the FEA bargaining team members shall be considered by the board to be performing regular assignments and substitutes shall be provided for members involved in the bargaining session.

E. Agreement

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

2. The FEA president shall notify the superintendent of the outcome of the membership's vote. The superintendent shall notify the FEA president of the outcome of the board's vote.

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

F. Impasse

1. Responsibility of the Bargaining Teams

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

2. Impasse Procedure

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

a. Mediation — Upon declaration of impasse, the matter will be submitted to mediation within five (5) days after the request of either party to the other. Submission shall be made by joint request of the parties to mutually agreed upon mediator, with the cost of such mediator shared equally by the parties. In the event mediation is unable to produce an agreement within forty-five (45) days of the first mediation session, the impasse procedure shall be completed unless the parties mutually agree to continue with mediation.

FEA shall have the right to proceed in accordance with Section 4117.14(D.2) and Section 4117.18I of the Ohio Revised Code, such rights being modified

by future changes, if any, to the Ohio Revised Code once the impasse/mediation process is exhausted.

b. General Provision

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

## ARTICLE 3 — IMPLEMENTATION

A. Contrary to Law

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

1. Complete Agreement

The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity is set forth herein, and the parties agree that this agreement constitutes the entire contract between them. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this agreement.
The association agrees not to engage in a strike or any form of concerted activity which would amount to a withholding or partial withholding of services for which the individual members of the association bargaining unit were hired to perform during the terms of this agreement, except as permitted by law.

2. Contract Precedence

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

## ARTICLE 4 — ASSOCIATION RIGHTS

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

A. Use of the school bulletin board designated by the building principal, the school mail/email, and members' mailboxes.

B. Making brief announcements at faculty meetings and over the building PA system during regular scheduled morning and afternoon announcement times.

C. The FEA president shall be provided with one (1) copy of the board meeting agenda prior to each board meeting.

D. The Labor Management Committee (LMC) procedures as established by the parties, is set forth in Appendix A.

E. The board and the FEA shall email an electronic version to each member and place a copy on the district website for staff access.

F. Each duly elected delegate and/or alternate to the OEA Representative Assembly (up to a maximum of five) shall be allowed two (2) days of absence without loss of pay per school year.

G. The FEA and/or representatives shall have the right to meet with member(s) before and after the school day, lunch and preparation periods. Interruption of regular classroom activities will not take place.

H. The board shall provide the FEA with the names and assignments of all new employees within fourteen (14) days of employment.

I. Freedom of Membership Choice:

A member shall have the right to join or not to join the FEA, and membership in the FEA or any organization shall not be a condition of employment or continued employment in the Franklin City School District. However, should a member choose not to join the association he/she shall be required to pay a fee as specified in J below.

J. Fair Share Fee

1. The FEA and the Board agree to cease the collection of fair share fees as outlined in this section pursuant to the ruling by the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees (AFSCME), Council 31.

   In the event of a ruling by the U.S. Supreme Court or other constitutional means reversing the decision in the Janus v. AFSCME case, the FEA and the Board agree that the language outlined in this section shall be made immediately enforceable.

2. Payroll deduction of fair share fee

   The board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the association, a fair share fee for the association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the association's work in the realm of collective bargaining.

3. Notification of the amount of fair share fee

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

4. Schedule of fair share fee deductions

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

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

to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

5. Transmittal of deductions

The board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

6. Procedure for rebate

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

7. Entitlement to rebate

Upon timely demand, non-members may apply to the association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the association.

8. Indemnification of employer

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

a. The board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
b. The association shall reserve the right to designate counsel to represent and defend the employer;
c. The board agrees to (1) give full and complete cooperation and assistance to the association and its counsel at all levels of the proceeding, (2) permit

the association or its affiliates to intervene as a party if it so desires, and /or (3) to not oppose the association or its affiliates' application to file briefs amicus curiae in the action;

d. The board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the board if the board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## ARTICLE 5 — RELEASE TIME FOR FEA PRESIDENT

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

## ARTICLE 6 — DUES DEDUCTION

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

The board treasurer shall forward all dues monies to the FEA treasurer within five (5) days after the deductions are made. Accompanying each deposit, the board shall include a complete listing of the names of the members for which a payroll deduction was made.

Dues shall be deducted in eighteen (18) consecutive equal pays beginning in October. Any member hired or becoming eligible for membership after the beginning of October shall be entitled to payroll deduction of dues on a schedule determined by the treasurer of the FEA and the individual member.

In the event a member severs employment or cancels their membership outside of the cancellation period defined in this contract, the treasurer of the board shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the treasurer of the FEA and the Treasurer of the Board, in writing, between August 1st and August 31st. This

cancellation will be effective for the dues that are payable beginning with the second payroll in October.

## ARTICLE 7 — GRIEVANCE PROCEDURE

A. Grievance Policy

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

B. Definitions

1. Grievance — A grievance is an alleged violation, misinterpretation or misapplication of Master agreement between the Parties.

2. Days — shall be regular working days. During the summer months, days shall refer to Monday through Friday.

3. Grievant — a member or the FEA having a grievance.

C. Rights of the Grievant and the FEA

1. A grievant shall be represented at all formal steps of the procedure only by an FEA/OEA representative.

2. Decisions rendered at each formal level will be made in writing on the forms hereto attached, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the FEA president and the administrator involved.

3. No records, documents or communication concerning a grievance will be placed in the personnel file of any of the participants. Records of the grievance will be kept confidential, under the extent allowed by Ohio Law. An official closed file of materials pertaining to the grievance will be established by the administrator

responsible for personnel upon final resolution of the grievance. No other record of the grievance will be retained by the administration.

4. The FEA, as such, shall have the right to file a grievance, if the subject matter involved concerns:

    a. an alleged violation of the negotiated contract as respects rights or privileges granted to the FEA, its officers, or its representatives, as such;

    b. an alleged violation of the negotiated contract which affects two or more members.

5. The FEA has the exclusive right in filing and processing grievances. A grievance may be withdrawn at any level without prejudice or record.

6. Nothing contained herein will be construed as limiting the right of any member having a complaint or problem to discuss the matter informally with any appropriate member of the administration.

D. Time Limits

1. The number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

2. If any grievance is not initiated at Level Two within thirty (30) days after the occurrence of the allowed grievance, the grievance shall be considered waived.

3. All grievances must be appealed to the next formal level within ten (10) days after receipt of response. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level.

E. Procedure

1. Informal Discussion — A member with a grievance should, but does not have to, first discuss it with the immediate supervisor to possibly prevent it from becoming a formal grievance entailing the use of the following procedure.

2. Level One

a. In the event the grievance is not resolved informally, the grievant may file a grievance in writing with the immediate supervisor.

b. Within ten (10) days after receiving grievance, the immediate supervisor will schedule a hearing at a time and place mutually agreeable to the grievant. Within ten (10) days following the hearing, the immediate supervisor will render a written decision which will include the specific reasons for the decision based upon the circumstances of the grievance and the evidence presented at the hearing. In the event no decision is forthcoming within the prescribed time, the grievance shall be settled in favor of the grievant.

3. Level Two (Superintendent)

a. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or if a grievance is to be initiated by the FEA, or if the grievance does not concern the immediate supervisor, the grievant(s) may initiate the grievance at Level Two.

b. The superintendent or his/her designee will, within ten (10) days, conduct a hearing concerning the grievance. The superintendent or his/her designee shall make a written decision, which will include the reason for the decision, within ten (10) days of such hearing. In the event no decision is forthcoming in that prescribed time, the grievance shall be settled in favor of the grievant.

4. Level Three (Mediation)

a. In the event a grievance is not satisfactorily resolved at Level Two, the parties, by mutual agreement, may request that the issue be presented at a mediation conference. The Mediator shall be determined by mutual agreement of the parties.

b. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally and according to the rules of FMCS for grievance mediation. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement

discussion. Any costs or expenses incurred in Mediation Conferences shall be shared equally by the Board and the FEA.

c. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

d. The costs of grievance mediation, if any, shall be shared equally by the Board and the Association.

5. Level Four (Arbitration)

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

The AAA arbitrator shall be chosen from the following list and in the following order based on availability on a rotating basis:

a. Robert G. Stein
b. David Stanton
c. Michael Paolucci
d. Mitchell Goldberg

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

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

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

The Arbitrator's decision is final and binding upon the parties.

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

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## ARTICLE 8 — GENERAL LEAVE

The following leave provisions will be applicable to all members:

### A. Leaves with Pay

1. Sick Leave

a. Accumulation

1) Full-time

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

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

2) Part-time

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

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

4) Any member who has the maximum number of sick leave accumulation at the beginning of the school year in which he/she retires shall have his/her severance pay calculation based on three hundred fifteen (315) days in a school year provided he/she does not use more than fifteen (15) sick leave days during the school year.

b. Reasons acceptable for sick leave are:

1) For absences due to personal illness, illness due to pregnancy, medical or dental treatment/injury/appointments, exposure to contagious disease which could be communicated to other employees or students, and for illness, injury or death in the member's immediate family. Immediate family shall be defined as the member's mother, father, husband, wife, child (including step or foster parent or child) or permanent residents other than paid boarder or renter of the member's household.

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

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

3) A summer school member will be eligible to use three (3) days of their accumulated sick leave. A member employed four (4) hours or less will use one-half day of his/her sick leave for each day absent; a member employed for more than four (4) hours will use one day of his/her sick leave for each day absent.

4) Family leave - New parents through birth or adoption may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following the date of birth or adoption. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. Additional time may be granted at the discretion of the

Superintendent or shall be granted with a doctor's written statement indicating that additional sick leave is necessary.

Holidays on the school calendar or other days where a member would not have been required to report to work during the contract year shall not count against the use of sick leave for the purposes of family leave.

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

2. Personal Leave

a. A member shall be granted three (3) days personal leave per year. Members may accumulate a total of five (5) personal leave days in accordance with provisions identified in letter "f" of this article below.

b. Requests should be made to the building principal in advance, except in the case of emergency.

c. Leave may be granted for one-half (1/2) day.

d. Additional personal leave may be granted on an individual basis, with prior approval of the superintendent, who shall consider such a request on its individual merit.

e. Personal leave shall not be used the day before or day after a holiday/vacation period when school is not in session or in place of sick leave**,** scheduled in-service days, or on a scheduled teacher conference days except as approved by the superintendent.

f. Members may elect to do one of the following with unused personal leave days:

1. Members may choose to convert any number of unused personal leave days to Sick Day Leave.

2. Members may also choose to carry over unused Personal Leave to additional Personal Leave Days for a total of five (5) Personal Days in future years. After five (5) Personal Leave Days have

accumulated, remaining unused Personal Leave would be converted to Sick Leave Days.

g. Not more than 10% of the teaching staff in each building may be absent due to personal leave on any given day, except as approved by the superintendent provided however that a minimum of two (2) teachers may be absent in any given school building and shall be rounded up or down (i.e. 2.5=3, 2.4=2, 3.7=4, etc.) in all buildings with 20 or more teachers.

h. Personal leave may not be used on a scheduled Teacher Professional Development Day, except as approved by the Superintendent.

i. Personal leave may not be used during the last thirty (30) work days of the contract year, except as approved by the Superintendent.

3. <u>Appearance in Court</u>

a. Jury Duty — After absence for such duty, either reporting or serving, a member shall return payment (excluding transportation, meals, parking and lodging) received for such services to the treasurer of the board and, at the next regular pay period, shall receive full payment of his/her regular salary from the board for the day or days of excused absence for this purpose.

b. A member subpoenaed by the FEA as a witness in court actions or arbitrations relating to the enforcement of the member's contractual rights (to a maximum of three [3] members per court or arbitration action) will be paid the difference between court payments and is/her regular salary. A member subpoenaed by the board in said actions shall be paid the difference between court payments and his/her regular salary. A member subpoenaed by the FEA in excess of three (3) members per court action or arbitration action will be paid his/her regular salary, provided that the FEA provides the board with the regular costs of a substitute teacher.

c. A member subpoenaed for court actions regarding a student(s) on school related issues shall be paid his/her regular salary. No deduction will be made from personal leave.

d. Member(s) subpoenaed for criminal actions where he/she is not the defendant and does not have personal leave days available shall be provided necessary paid leave.

4. Military Duty

Shall be granted as required by Federal and State Law.

5. Assault Leave

a. An employee who has been physically assaulted or verbally abused shall make an immediate oral report to the principal or designee. The employee shall make a complete written report of the incident to the principal as soon as physically able to do so.

b. The principal shall give a full report to the Superintendent who shall determine if any public authority should be contacted by the district and/or if proceedings should be initiated by the District against the assailant. Nothing in this section prohibits the employee from personally initiating legal action; provided, however, prior to doing so the Superintendent must be notified.

c. If court action results from action taken by the Superintendent (as opposed to civil action taken by the employee for his/her own benefit) the employee shall be granted leave of absence with no loss of pay for the days in court or consultation as may be requested by BOARD counsel, the County Prosecutor, the Court, or law enforcement officers.

d. Any employee who is disabled and unable to perform his/her duties due to a physical assault upon the employee as certified by the employee's attending physician to the Superintendent, in writing, shall receive leave up to a maximum of twenty (20) regularly scheduled workdays (not inclusive of calamity days). Upon request from the Superintendent, the employee may be required to be examined by a BOARD-designated physician to verify such disability. Leave is intended for use in cases of physical assault.

e. In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who

shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

B. Leaves Without Pay

1. Definition

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

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

2. Unpaid Child Care Leave

a. A member shall be granted unpaid leave to care for a newborn infant or newly adopted child. This leave is to provide options for a member if sufficient sick leave is not available to cover the period of illness due to pregnancy and/or the member wishes to extend his/her leave for childcare purposes.

b. The member shall give the superintendent written notice of the date the member intends to commence leave at least one (1) month in advance. Such leave shall be granted up to one (1) year plus the remaining portion of the school year in which the leave commences. For purposes of adoption, the member shall notify the superintendent that he/she has received approval for placement of an adopted child. When the member is officially informed of the placement date, he/she will immediately notify the superintendent so arrangement can be made to commence leave.

c. Leave will commence and end upon the designated date(s) unless medical complications verified by the member's physician necessitate other date(s).

d. Upon return from the leave, the member is entitled to be placed in a position for which he/she is licensed.

3. Unpaid Leave for Professional Study

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

4. Unpaid Leave Because of Illness in the Family

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

5. Length of Leave, Rights Upon Return

a. Twelve-week Leave: If the member chooses a leave of Twelve (12) weeks, inclusive of school vacations or less, and notifies the superintendent as described above, the member will be entitled to return to the same position held prior to the leave.

b. Leaves of More than Twelve Weeks: A member may choose a leave longer than twelve (12) weeks, but not longer than twelve (12) months. Unpaid leaves longer than twelve months must be approved by the board. Normally, such leave will end at the beginning of a school year or term. It is imperative that this decision be made and agreed upon as early as possible so that replacement arrangements can be planned.

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

1) The member notifies the superintendent in writing of the intended date of return (this notice can be given either with the notice of leave commencement or later, in which case it would represent a change of plans).

2) A vacancy exists either in the same or similar position or in any position for which the member is certified as judged by the superintendent, and agreement is reached on which positions the member is eligible to fill.

3) If no vacancy exists, the member makes application for available vacancies as they become available.

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

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

C. Rights While on Leave

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

D. Family Medical Leave Act

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

E. Sick Leave Bank

1. A Sick Leave Bank shall exist as follows:

a. The purpose of the Sick Leave Bank is to provide paid days for catastrophic illness or immediate family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or immediate family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the SBC. For the purpose of the sick leave bank, immediate family shall be defined as; employee, current spouse, child (guardian), parents and any other person who is a permanent resident of the household of the Teaching Staff Member.

b. Members shall enroll in the Sick Leave Bank no later than September 15th of each school year or within 15 days after initial employment.

c. Upon enrollment, a Member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

d. Enrollment in the Sick Leave Bank shall be continuous from year to year until a Member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the Member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

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

a. Two members appointed by the Superintendent.

b. Three Members appointed by the FEA President also the association shall invite a school nurse to join the committee in advisory capacity.

c. The SBC shall review and approve or deny all applications to the Sick Leave Bank. All decisions of the SBC shall be final and binding are not subject to grievance /arbitration provisions of the contract.

d. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank Members of the need for said contributions.

e. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SBC are final.

f. The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

3. General Procedures

a. An application for an allotment from the Sick Leave Bank shall be made on the appropriate SB form and accepted only from those individuals who have contributed to the Bank. A copy of the form is found in appendix C of the contract.

b. Allotments will be limited to use for catastrophic illness or conditions of immediate family. A doctor's statement is required with the application in order for the request to be considered.

c. An application will be considered only after a Member has used all of his/her accumulated sick days and available sick day advances.

d. Each illness will be treated as a separate application, as determined by the SBC.

e. Days allotted from the Sick Leave Bank will be paid at 100% of the Member's daily rate of pay.

f. A member of the Sick Leave Bank will be granted not more than forty-five (45) days upon their first request. A second request in the same school year shall be for not more than fifteen (15) days. No member shall be eligible for further withdrawals for two (2) years after the initial withdrawal, except in the case of a catastrophic event. The committee shall have the authority to grant additional days in this instance.

g. Once qualified to receive an allotment from the Bank, the maximum number of days a Member may receive from the Sick Leave Bank shall not exceed 185 days during his/her career with the district. The 185-day maximum applies to employees, current spouse, child (guardian) and any other person who is a permanent resident of the household of the Teaching Staff Member.

h. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a Member has no accumulated sick

days and shall be renewed, upon request from the Member and approval of the SBC, each ten (10)-day-payroll period. The Committee, at its decision, may extend the ten (10)-day-payroll period to thirty (30)-payroll-period days.

i. The SBC may require a Member to apply for STRS disability as a condition of approval or for continuance of approval.

j. Allotments from the Sick Leave Bank will be made only for absences under a Member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contract, or any other part-time or second position held by a Member with a full-time contract.

k. Days may not be received from the Bank for absences due to child birth (natural or caesarian section). Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.

l. Days may not be received from the Bank for absences due to disabilities which qualify the Member for Workers Compensation personal benefits, unless the Member has exhausted all such benefits and his/her own accumulated sick days.

m. Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SBC will require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

n. Contributions to the Sick Leave Bank shall not count against a Member's record of perfect attendance.

o. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition of such application, agree in writing to the following:

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold

harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

## ARTICLE 9 — PROFESSIONAL MEETINGS AND CONFERENCES

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

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

B. Procedure

1. Application to use a professional leave day shall be made in writing by the member to his/her principal on the appropriate forms.

2. Final approval rests with the superintendent. Forms shall be forwarded to the superintendent thirty (30) days in advance of the event, if possible. Exceptions to the thirty (30) day notice will be considered in the event of late notices of a meeting.

C. Reimbursement

1. Reimbursement for expenses incurred by a member during a professional leave day shall be limited to the amounts approved on the request form pertaining to the following:

   a. Transportation: Mileage shall be paid in accordance to Article 27
   b. Lodging accommodations up to $150 per day
   c. Registration fee
   d. Meals: To a maximum of $50 per day
   e. Other expenses: Reasonable additional expenses as itemized may be allowed with approval of the superintendent.

2. Reimbursement forms and receipts for expenses shall be filed with the treasurer (through the building principal) before payment is authorized.

3. Payment will be made within thirty (30) days after submission to the treasurer.

## ARTICLE 10 —ATTENDANCE TEAMS

A. An attendance team shall be established in each building, composed of the building principal and Building representative. The Treasurer shall submit attendance data on each member in the building to the Attendance team on a monthly basis.

B. In the event sporadic and regular absences are noted the attendance team shall in consultation with the member attempt to determine a reason and offer assistance to the member to help resolve the attendance issue.

C. If a member has perfect attendance (no sick)during the first quarter, he/she shall be paid $100 (any part of a day counts as a day.)

D. If a member has perfect attendance (no sick) during the second quarter, he/she shall be paid $100 (any part of a day counts as a day.)

E. If a member has perfect attendance (no sick) during the third quarter, he/she shall be paid $100 (any part of a day counts as a day.)

F. If a member has perfect attendance (no sick days) during the fourth quarter, he/she shall be paid seven hundred fifty dollars ($750). Any part of a day used counts as a day.

G. Members that qualify for payment of incentive(s) for the first and/or second quarter shall be paid on the first paycheck in February. Members that qualify for payment of incentive(s) for the third, fourth, and/or perfect attendance for the school year shall be paid in the second pay in June.

## SECTION III – WORKING CONDITIONS


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## ARTICLE 11 — CONTRACT DAY AND PREP TIME

A. The starting and dismissal times for students may vary from building to building provided, however, the length of the members' workday does not exceed seven and one-half (7-1/2) hours, which includes at least one-half hour of an uninterrupted, duty-free lunch period.

B. The starting and dismissal times for students and the duty assignments of an individual member set forth above may be changed so long as such change does not increase the number of hours during which the member is required to be present.

C. All members at the secondary level shall be provided with at least one (1) preparation period per day equal in length to one (1) regular class period.

D. All members at the elementary level shall be provided with at least two hundred (200) minutes per week for preparation.

1. Conferences with parents during preparation periods shall be scheduled in consultation with the member. However, should the situation warrant an immediate conference, the principal shall talk with the member to inform him/her of the purpose of the meeting prior to a direct meeting with the involved parents.

## ARTICLE 12 — CONTRACT YEAR

A. The member's school year shall consist of one hundred eighty-five (185) days. Five (5) days shall be scheduled as follows:

Three (3) days prior to the start of the student year – one (1) for PD and meetings, one day for room preparation, and one for Opening Day/Open House and staff meetings.

A staff member who attends at least seven (7) hours of professional development or hours outside of being engaged in work for Franklin City Schools shall receive a "flex" credit and will not be required to report to work and be in attendance at a designated teacher in-service/professional development day. This will allow teaching staff to tailor individual professional development needs. Teachers must be pre-approved by his/her supervisor or building principal prior to attending the individual professional development and shall coordinate and schedule the "flex" day with their supervisor/building principal.

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

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

B. Teachers are required to complete the "public school works' professional online training for all federal and state mandated programs. Teachers will be given time during Professional Development days to complete the Public School Works modules. Administration will guarantee three (3) hours during Professional Development time during the school year.

C. Any member who is on leave when schools are closed due to severe weather or other conditions shall receive the same pay as the member would have received if school had been in session on such days. No deduction from paid leave days shall be made for a calamity day.

D. School Calendar — The FEA shall furnish a proposed school calendar by February 15 of each year to the superintendent. By March 1, representatives of the FEA shall meet with the superintendent to discuss the FEA recommendations for the calendar.

E. Parent-teacher conferences may be scheduled into the evening hours and extend the contract day as defined in Article 11. However, the calendar will then reflect an exchange day to accommodate the additional hours.

## ARTICLE 13 — INSTRUCTIONAL LOAD

A. Split Class

If it is determined that class load requires the creation of a split grade class, the member being assigned that class shall, with consultation with the building principal, determine the learning levels of the two classes to be combined. A member assigned a split grade class shall receive an additional one thousand five hundred dollars ($1,500) per school year.

B. Internal Substitution

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

2. In the event a certificated substitute is not available or an emergency(ies) arises during the school day, the building principal shall first attempt to utilize non-teaching staff (to include building administrators, school counselors, psychologists) to cover the substitution. After reasonable effort has been made to secure a substitute teacher or utilize non-teaching staff, the building principal shall seek member volunteers willing to cover, during her/his planning period, the absent member's class. If a member volunteer or non-teaching staff person is not secured, a member will be assigned by the principal to cover classes of an absent member during his/her planning period as specified below:

   A rotating schedule containing a list of all members available for substitution during their planning period shall be established at the building level no later than ten (10) days after the first day of school. This schedule will be made available to all affected members at the building level. Substitutions shall be made on a rotating alphabetized basis. No member shall be required to substitute more than six (6) times in a given year.

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

3. The principal shall assign member(s) to assume the responsibility for an absent member on an equitable basis, understanding that there will be times that a member might have to refuse such duty because of other educational conflicts, i.e. other previously scheduled conferences (appointments, material preparations, etc.).

4. No member shall be directed to assume responsibility for another member's class or partial class in addition to his/her own, except in cases of emergency.

5. Members volunteering to substitute or that are assigned to substitute during his/her planning period, or has agreed to teach summer school or extended school year or that use their planning period to meet with students from his/her caseload whom he/she would have otherwise met with outside of their planning time but

was unable to do so due to being removed to substitute for another member, shall be paid forty dollars ($40.00) per hour.

C. Students with an Active IEP or 504 Plan Considerations

1. A member shall accept the assignment of a reasonable number of students with an active IEP or 504 plan in his/her classroom for the purpose of inclusion pursuant to federal and state law.

2. A member who is assigned students with an active IEP or 504 plan children whose training has not provided him/her with appropriate skills, will be provided training. When the member and principal mutually agree that additional training is necessary, attendance shall be at the board's expense.

3. A member shall have the right to ask for a placement committee review of the placement where a identified child is so disruptive in a regular classroom that the education of other students is significantly impaired or the needs of the identified child cannot be met in that environment.

4. Appropriate time of an aide will be allocated to assist a member who is assigned any child who must be assisted with any of his/her basic body functions (feeding, lack of bladder control, etc.) if the IEP developed by the placement committee requires an aide.

5. Any necessary or requested CPI training shall take place during the contractual workday.

D. Sixth Grade Outdoor Camp

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

E. Class Size and Teaching Load

1. A timely effort will be made to balance and achieve equality in class size and teacher workload within grade level and/or subject area within each building.

2. The number of pupils assigned to any unit or classroom by the Administration shall not exceed the capacity of the teaching facilities. If either the Association or a Teaching Staff Member believes that there is an imbalance or overload in either an individual class size, or the total teaching load of a Teaching Staff Member, the following procedure will be used:

   a. The Association shall refer the problem in writing to the Building Principal for resolution.

   b. If the alleged imbalance or overload is not resolved, the Association shall refer the problem to the Superintendent or his designee for resolution.

   c. The Superintendent's resolution of the alleged imbalance or overload is final.

## ARTICLE 14 — MEMBER CONTRACTS

A. Regular Contract

The member contract will be issued to members as soon as practical after May 31st. Said contract will contain the following information:

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

B. Limited Contract for Supplemental Positions

1. A member who accepts an extracurricular assignment as set forth in Article 31 shall receive a written supplemental contract which shall include:

   a. The duties to be performed;
   b. Amount of compensation to be received; and
   c. The length of the contract.

C. Continuing Service Status and Contract

A member who expects to be eligible for continuing contract status in any school year, and who desires to be considered for continuing contract by the board, shall give the

superintendent written notice of such intent by October 1 of that school year. Failure to provide this written notice shall result in the teacher receiving a one year limited contract.

If the member's initial license was obtained prior to January 1, 2011: a member eligible for continuing service status shall be: (a) one qualified as to certification who, within the last five years, has taught for at least three consecutive years in the district; (b) one who, having attained continuing contract status elsewhere, upon recommendation of the superintendent at the time of employment or at any time within a two-year period, after initial employment, may declare said member eligible.

If the member's initial license was obtained after January 1, 2011: the requirements for continuing contract are as noted above except the member must hold an educator license for at least seven (7) years.

Upon the recommendation of the superintendent that a member eligible for continuing service status be re-employed, a continuing contract shall be entered into between the board and such member, unless the board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the superintendent. The superintendent may recommend re-employment of such member, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years, provided that written notice of the intention to make such recommendation has been given to the member with written reasons directed at the professional improvement of the member on or before the first (1st) day of June, and provided that written notice from the board of its action on the superintendent's recommendation has been given to the member on or before the first day of June, but upon subsequent re-employment, only a continuing contract may be entered into. If the board does not give such member written notice of its action on the superintendent's recommendation of a limited contract for not to exceed two (2) years before the first (1st) day of June, such member is deemed re-employed under a continuing contract at the same salary plus any increment provided by the salary schedule.

D. Multi-Year Limited Contract/Eligible for Continuing

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

Before June 1, the superintendent will give the member written notice whether or not he/she intends to recommend a continuing contract. If the superintendent fails to recommend granting of continuing contract for a member on a multi-year limited contract at the time of eligibility, the superintendent or designee shall meet with the member and give oral reasons for the failure to recommend, citing the area(s) of deficiency.

E. Extended Limited Contracts

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

F. Contract Status

The contractual procedures for the employment and re-employment of members shall be one (1) year contracts for the first seven (7) years of employment by the district. All succeeding contracts after seven (7) years of employment shall be two (2) years.

Any member employed under a limited contract and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed re-employed under the provisions of this section at the same salary, plus any increment provided by the salary schedule unless the board, acting on the superintendent's recommendation as to whether or not the member should be re-employed, gives such member written notice of its intention not to re-employ him/her on or before the first (1st) day of June. The failure of the parties to execute a written contract shall not void the automatic re-employment of such member.

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

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

## ARTICLE 15 — **FAIR DISMISSAL**/CORRECTIVE ACTION

A. Nonrenewal of Regular Limited Contract (after seven [7] years of employment).

1. After seven (7) years of teaching service with the board, a member may be nonrenewed for gross immorality; for willful and persistent violation of reasonable regulations of the board; for inefficiency based on professional evaluation; or for other good and just causes.

2. The competency of a member shall be evidenced primarily by the evaluation of the appropriate administrator. Each member recommended for nonrenewal by the superintendent shall have been evaluated pursuant to the evaluation procedure during the current school year by the appropriate administrator.

3. A member whom the superintendent intends not to recommend for re-employment shall be so notified and reasons given as to the basis of his/her recommendation ten (10) working days before the superintendent makes his/her recommendation to the board.

4. The provisions of this article shall supersede ORC 3319.11.

B. Nonrenewal of Regular Limited Contracts (less than seven [7] years)

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

C. Corrective Action Procedures

1. The Board's right to manage, direct and control the operations of the District includes the right to discipline employees for just cause. The principles of Progressive Discipline, beginning with verbal warnings, followed by written reprimands, suspensions without pay, termination or such other appropriate action as may be warranted given the nature of the misconduct involved, shall be appropriately applied. Disciplinary consequences may be accelerated based on the severity of the employee's conduct.

2. Employees may request the presence of a Union Representative of their choice at any investigatory interview conducted by the Board of Education if the employee

reasonably believes that such an interview might result in disciplinary action. The Board shall advise any employees facing disciplinary action of their rights to have a Union representative present.

3. Except in situations of serious misconduct warranting immediate suspension or termination, the discipline of employees will ordinarily be administered in accordance with the principles of progressive discipline. In all cases of discipline, employees will be given written notice and informed that the notice will be added to their personnel files. Employees who receive such notices shall have the right to file a response or objection to the disciplinary action. The response or objection shall be placed in the employee's personnel file.

4. Any dispute arising from the discipline, demotion, or suspension of an employee shall be processed under the Agreement's grievance procedure. Teacher contracts shall be terminated in accordance with R.C. 3319. Verbal and written reprimands may not be advanced to the arbitration level of the grievance process.

## ARTICLE 16 — EVALUATIONS

**The following procedure is applicable to all members evaluated under the required OTES and OSCES models. However, if a member assignment does not require direct instruction at least fifty percent (50%) of the time, he/she will be evaluated, using the appropriate evaluation form.**

***ALL EVALUATION FORMS WILL BE INCLUDED AS ATTACHMENTS.***

A. Philosophy

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

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

B. Frequency of Evaluation

Members will be evaluated by the assistant principal and/or building principal or the member's immediate supervisor who is properly credentialed as stated in Ohio law.

1. A member shall be evaluated annually during his/her first seven (7) years in the district.

2. Upon completion of a member's seventh year with the district, the following evaluation cycle shall be implemented:

    a. If a member's final evaluation rating is developing or ineffective, he/she will be evaluated annually.

    b. If a member's final evaluation rating is accomplished, he/she will be evaluated every three (3) years as long as the member's student growth measures for the most recent year for which data is available is at or above average. In year when the member is not subject to the formal evaluation the principal shall conduct one (1) off-cycle observation followed by a post observation conference. However, if at any time during the three (3) years when the member is not being formally evaluated, the member's student growth measures are below average, he/she will be formally evaluated in accordance to this article for the following school year.

    c. If a member's final evaluation rating is skilled, he/she will be evaluated every two (2) years as long as the member's student growth measures for the most recent year for which data is available is at or above average. In year when the member is not subject to the formal evaluation the principal shall conduct one (1) off-cycle observation followed by a post observation conference.

    d. If a member applies for a continuing contract/tenure during the period of time he/she is off-cycle as described in b. and c. above, he/she will be subject to a formal evaluation.

    e. A member who is scheduled to be on a leave of absence for more than fifty percent (50%) of the school year shall not be formally evaluated during the school year.

    f. A member who submits notice of retirement and such retirement is approved by the Board by December 1 shall not be formally evaluated during the school year.

C. Observations

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1. Formal evaluations shall consist of a minimum of two (2) observations of at least thirty (30) consecutive minutes.

2. A third observation shall be required for a member whose contract may be under consideration for nonrenewal.

3. An off–cycle observation, as described in Sections B 2 (b) and (c) above shall be at least thirty (30) consecutive minutes.

D. Evaluation Process

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1. A member's goals, processed through either the professional growth or professional improvement plans, will be filed with the administrator/OTES by September 15th.

2. Each observation shall include a pre-observation conference between the principal and the member scheduled at a mutually agreeable time. Within ten (10) workdays after the observation, a post-observation conference shall be held between the principal and the member. The principal and member shall review the evidence observed to support his/her observations and evidence submitted by the member.

3. Completion of the observation and post-observation conference shall be as follows:

    a. December 10 for the first observation/evaluation;
    b. March 10 for a member whose limited contract may be under consideration for nonrenewal;
    c. May 10 for the final observation/evaluation.

4. The principal may develop a strategic improvement plan to be discussed at either or both of the post-observation conferences for the Fall/December evaluation or the Winter/March evaluation (if one is conducted) if he/she observes an area within the rubric that the member must address/improve.

5. Off-cycle observations shall not require a pre-observation conference, but a post observation conference shall be held between the member and principal within ten (10) workdays after the observation.

E. Walkthroughs

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In addition to the observations described above, the principal shall use periodic walkthroughs as a means to observe a member's teaching performance. The member shall be provided a report of the walkthrough electronically. Within twenty-four (24) hours after the report is sent, upon the request of either the member or the principal, a meeting shall occur after the walkthrough to discuss the observation.

G. Changes to OTES/OSCES Program

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

## ARTICLE 17 — VACANCIES, TRANSFERS AND REASSIGNMENTS

A. Vacancies — Definition

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

B. Postings

1. Positions open during the year shall be filled on a temporary basis and then posted in accordance to (2) below for permanent filling for the following year.

2. After April 30 of each school year, vacancies shall be posted through the district email system and on the district website. The vacancy will be posted for a minimum of five (5) school days before the position is filled. Specific qualifications for the position will be included with the posting.

3. Vacancies occurring during the summer months will also be posted through the district email and on the district website and will remain posted for at least five (5) calendar days. After July 20 vacancies shall still be posted but the five (5) calendar day posting timeline will not be applicable. However, members shall be considered for any openings/vacancies that occur after July 20 based upon his/her annual questionnaire completed in accordance with C.2. and D.4 below.

C. Transfers — Definitions

1. A transfer is the changing of a member's placement to another building, grade level or department.

2. A member initiated transfer is one that a member requests for change to another building, grade level or department. Such request shall be in response to the annual questionnaire supplied by the superintendent or in response to a posted vacancy.

3. An administrative transfer is a superintendent or principal initiated change to another building, grade level or department.

4. A performance transfer is a superintendent or principal initiated change to another building, grade level or department due to the member's performance.

D. Member Initiated Transfer

1. A member's written request for a transfer to another building shall be honored to the extent that the member is qualified and, in the judgment of the superintendent, the transfer serves the best interest of the school system.

2. The superintendent will provide written notice either confirming or denying the transfer request.

3. For the purpose of member initiated transfers, new members employed during the school year shall be considered as temporary placements until the close of the school year. No new member will be placed in a position for which there is a request for transfer on file until the procedure set forth above is followed.

4. Preferential treatment for regular placement shall be given to members having written requests for transfer on file. Requests to transfer that are submitted to the

superintendent by April 1st of each year shall receive first priority. The responsibility of submitting the request is that of the member.

E. Administrative Transfers

1. When the superintendent considers administrative transfers for reasons other than performance, the following qualifications of a transferred member will be given equal consideration:

   a. Educational training/certification of the member being transferred.
   b. Years of seniority in the system.
   c. The wishes of the member and principal involved.
   d. Years of total teaching experience.
   e. The evaluation of the member.

2. A member who is transferred may express preferences and be considered for all existing vacancies, as per Section D above, for which he/she is certified.

3. A member who is being considered for an administrative transfer shall be informed in writing of such impending transfer five (5) days prior to the anticipated transfer, except in case of emergency, as determined by the superintendent.

4. A member notified of an administrative transfer shall be granted a conference with the superintendent, if requested. At such conference the member shall have the reasons for the administrative transfer delineated in writing by the superintendent. The member shall be afforded the appropriate rights of due process, including the right to representation, as well as the availability of the grievance procedure with regard to all administrative transfers. Such conference shall be on a mutually set date.

5. A member administratively transferred shall be given a position for which he/she is certified. The member is entitled to specific help in the new position from both administration and supervision. Relocation of materials and files will be provided by the administration.
6. Transfers or reassignments that become necessary due to a reduction in force shall be done as cited in Article 18, Reduction in Force.

F. Performance Transfers

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

## ARTICLE 18 — REDUCTION IN FORCE

A. General Provisions

1. When the board determines that it is necessary to reduce the number of positions, reductions may be made by suspension of contracts.

2. The superintendent shall determine the positions needed for the entire school district. This determination will be made in all buildings and will include positions open by retirements, resignation, leaves of absences, etc. The open positions' list shall be prepared no later than two weeks prior to the superintendent's recommendation to the board.

3. A member whose assignment has been displaced will then be allowed to request the open assignments (for which he/she is properly certified) according to his/her position on the seniority list, with the most senior person choosing first, and so on. After the most senior displaced member is reassigned and all positions are filled, the superintendent will recommend that the contracts of the remaining members be suspended and placed on the recall list.

    a. For the purposes of RIF, the following final summative evaluation ratings shall be considered to be comparable:
        i. Accomplished
        ii. Skilled
        iii. Developing
        iv. Ineffective

    b. For the purpose of RIF, final summative rating of Ineffective shall not be considered comparable to Accomplished, Skilled, or Developing.

B. Procedures for Reduction

1. Bargaining Unit Members with a limited contract and Ineffective final summative ratings shall first be suspended in accordance with seniority within the teaching certification area affected.

2. If it becomes necessary to reduce further after limited contracts with Ineffective final summative ratings have been suspended, members with limited contracts and ratings of Accomplished, Skilled or Developing final summative ratings shall be reduced. If it becomes necessary to reduce further after limited contracts, a continuing contract shall be reduced in accordance with seniority and comparable evaluations within the certification area affected.

3. During the implementation of RIF, no reassignment, transfer or reclassification shall occur that will cause a more senior member to be laid off before a less senior member.

4. Displacement rights for a member whose contract is suspended shall be exercised within the respective contract status, with no member holding a limited contract exercising displacement over a member with a continuing contract. Displacement shall be limited to area(s) of the member's certification.

C. Recall Procedures

1. A member whose contract has been suspended shall be recalled on the following basis:

   a. A member having continuing contract, by seniority and comparable evaluations.

   b. A member having limited contract, by seniority and comparable evaluations.

2. A member whose continuing contract is suspended will have the right to restoration of continuing service status if and when a position for which he/she is certified becomes available.

3. Any member whose contract is suspended shall be placed on a recall status for twenty-four (24) months. If a vacancy occurs in such a member's area of certification, he/she will be offered the vacancy before outside applicants are considered.

4. No new member shall be hired in a bargaining unit position until all eligible, laid-off members have been offered such position.

5. Involuntary transfer of an employed member will not be used to create an opening for a specific member on the RIF list or to prevent the recall of a member on the list.

6. A member on recall status shall keep the superintendent informed of his/her current address, any name change and telephone number.

7. A member notified of recall to a vacancy may turn down the first offered vacancy, allowing the superintendent to offer said vacancy to the next member on recall list who is certified to fill said vacancy. The member making the turndown will retain his/her position on the recall list. If a member refuses recall to another vacancy, said member's name shall be removed from the recall list.

8. Notification of recall shall be by certified mail at the member's last known address. A member who does not respond to a recall within fifteen (15) days after posting by certified mail shall forfeit any right of recall.

9. A member shall be able to maintain insurance benefits during the time on the recall list, provided the member pays the cost of the insurance premium to the board's treasurer, monthly, in advance.

D. Notice of Contract Suspension

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

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

## ARTICLE 19 — SCHOOL PROCEDURES

A. Advisory Council

Within each school building there will be an advisory council.

1. Membership:

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

2. Purpose:

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

3. Meetings:

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

B. Administrative Procedures and Policies

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

C. Building Data

The following information shall be placed on the district website:

1. All board policies pertaining to all employees of Franklin City Schools.

2. Board policies pertaining to students.

3. All current salary schedules for Franklin employees.

D. Assignment

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

## ARTICLE 20 — PERSONNEL FILE

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

1. The file in the central/superintendent's office will include:

   a. A completed application for the Franklin City Schools;

   b. An official transcript of college credits showing the official record of the degree earned;

   c. A valid teaching certificate for the area in which he/she will be teaching;

   d. A teaching retirement membership record;

   e. A withholding statement (Form W-4);

   f. A record of previous teaching experience and/or military service;

g. A copy of latest contract(s), properly signed;

h. A copy of member evaluation forms which must have been completed by the building principal by May 10 of the year the member is to be evaluated; and

i. Any material as outlined in (E.) below may be included.

2. Nothing contained in this article shall prevent the treasurer's office/district principal from maintaining a payroll file or anecdotal file.

B. Any member may, upon request and in the presence of the superintendent/principal or his/her designee, review the contents of his/her personnel file(s) (except pre-employment information such as letters of reference, etc.) and may have one other person of his/her choosing at such a review. The date and time of the review shall be mutually agreed upon by the superintendent/principal and member.

C. Personnel files shall be maintained in accordance to applicable state statute. However, a member shall be notified when someone other than an administrator or secretary (for filing purposes) reviews his/her file.

D. Anonymous letters or material shall not be placed in a member's file(s), nor shall they be made a matter of record.

E. Any member shall be notified of the intent to place in his/her personnel file(s) any material which may be considered critical of his/her conduct, service, character or personality and shall be provided the opportunity to read any such material prior to its being placed in his/her personnel file(s). This material will be handled in the following manner:

1. It must be signed and dated by the administrator writing the statement.

2. The member will receive a copy before it is placed in his/her file(s) marked "member's copy."

3. The member shall acknowledge that he/she has read the material by dating and signing the copy to be filed.

4. The signature will mean that the member has read the statement. It does not mean that the member agrees or disagrees with the written statement.

5. The member may provide a written statement in response to the material to be filed. Such statement shall be attached to the material in the file.

6. If a member has completed five (5) years of satisfactory performance, documented by current evaluations (more than one), following the placement of material in his/her personnel file, critical of his/her competence, character or manner, the member may request that his/her file be reviewed. Said material will then be removed from the file if both parties agree that the material is no longer relevant to the member's current performance.

7. Material will be removed from the member's file and returned to the member when the member's claim that it is inaccurate or unfair is sustained by the grievance procedure.

## ARTICLE 21 — PROTECTION OF MEMBERS

A. Physical Assault of a Member by a Student

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

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

There shall be a District Discipline Committee created, consisting of an equal number of Association members and Administrators for the purpose of addressing the rising number of incidents involving student behavior. The committee shall work to develop an equitable plan of action for the District that is consistent with current Board policies and those in the Student Handbook. Each building staff will be informed of the plan and the

administrator(s) and staff shall work together to adhere to the policies. The Committee shall meet monthly.

B. Resolving Complaints Against a Member

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

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

Complaints against a member shall be handled as follows:

1. A complaint received by an individual board member directed toward a member shall be referred to the superintendent.

2. The superintendent shall inform the building principal, where the member is assigned, of the complaint.

3. The building principal will inform the member of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint. The administrator shall offer every possible assistance to the member.

4. At the request of the complainant or member, a meeting of the member, principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.

5. If the complaint is not resolved at that level, it may be appealed to the superintendent or his/her designee.

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

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

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

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

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

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

1. The member or members shall attempt to resolve the problems with the administrator against whom the complaint is directed or they may direct said complaint to the president of the FEA for resolution with the administrator involved.

2. Any complaint going beyond Step 1 shall be presented by the president of the FEA, acting on behalf of the complainant(s), to the superintendent for resolution.

3. If it is still unresolved at the superintendent's level, the complaint may be presented to the board by the FEA president or his/her designee.

4. The administrator may be accompanied at any step of this procedure by a person of his/her choosing.

## ARTICLE 22 — COOPERATING TEACHER

A. A member wishing to be considered as a cooperating teacher for a student teacher will file his/her request each year with the superintendent not later than May of the previous year.

B. The superintendent shall consider the request set forth in (A.) above when assigning student teachers.

C. Student observers from universities may be assigned to a classroom after agreement by the member.

D. A member shall have the right to refuse and/or request the removal of a student teacher or student observer.

## ARTICLE 23 — MEDICAL EXAMINATIONS

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

## ARTICLE 24 — FACILITIES

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

## ARTICLE 25 — COMMITTEES

A. A member serving on a paid committee shall be provided release time to assume necessary responsibilities and/or be paid $30.00 per hour for any committee work which extends beyond the contract day. The administration shall designate whether a committee is a paid committee or a volunteer committee when establishing the committee.

B. In-service and Staff Development Committee

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

## ARTICLE 26 — DRESS AND GROOMING

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

## ARTICLE 27-- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. A Local Professional Development Committee (LPDC) shall be established as required by the Ohio Revised Code Section 3319.22.

B. The composition of this district-wide committee shall be as follows:

1. Four (4) members selected by the Association, and three (3) administrators, selected by the Superintendent.

2. In the case of a vacancy created on the committee, the Association shall select a member to fill a member's position and the Superintendent shall select another administrator to fill the position vacated by an administrator.

C. Members of the committee shall be paid the hourly rate specified in Article 24 for each hour he/she is performing his/her responsibilities outside the regular work day.

D. The purpose of the Local Professional Development committee is to review and approve the Individual Professional Development Plans (IPDP) of all certificated employees in the district, and to review and approve completed IPDP of certificated/licensed employees for renewal of or transition to a license. The LPDC will accept and process certificate renewals under the 1987 Standards for Certificate Renewals until the employee falls under licensure requirements. In cases of an administrator's review, the LPDC, upon the request of the administrator, shall cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

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

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

1. Timelines for submission and completion of the employee's plan.
2. Criteria used to evaluate the plan.
3. A format for the plan.
4. An appeal process for disagreements concerning the plan.
5. A reciprocity statement for incoming plans of new employees.

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

## ARTICLE 28 – RESIDENT EDUCATOR PROGRAM

A. The Board will provide the necessary mentor support for any member who enters into employment with the Board licensed as a Resident Educator.

B. One (1) mentor shall be assigned to one (1) Resident Educator in Year One of his/her program. Additionally, one (1) mentor shall be assigned to one (1) Resident Educator in Year Two of his/her program.

C. Year One Resident Educators shall be provided two (2) professional leave days to conduct necessary out-of-classroom observations. The mentor for Year One Resident Educators shall be provided the equivalent of one (1) day of professional leave to conduct necessary observations.

D. Resident Educators in year two shall be provided one (1) day of professional leave, upon request to conduct necessary requirements of the program.

E. A teacher shall be paid $750.00 a year to serve as a mentor for a Resident Educator in Year One or a Resident Educator in Year Two.

## SECTION IV – COMPENSATION


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## ARTICLE 29 — PAYROLL PROCEDURES

A. Payroll Periods

The board shall issue payroll to members in twenty-six (26) payments every other Friday. Exception to the twenty-six (26) payments shall be when the calendar dictates twenty-seven (27) payments in order for the members to be paid every other Friday. Members shall be notified of the necessity for twenty-seven (27) pays the year before it will occur.

B. Paycheck Distribution

Paychecks shall be distributed to all members by direct deposit. An email notification shall be provided to all members indicating that the direct deposit has been made. Payroll shall be distributed early only on those days when banks are closed on the Friday that the checks are distributed.

C. Deductions

1. Deductions from unexcused absences or absences without pay shall be calculated by dividing the total contract salary by one hundred eighty-five (185) contract days.

2. Deductions shall be made for the following:

    a. STRS (over the number of pays scheduled)
    b. Federal, state and local taxes
    c. NCR Employees Credit Union
    d. Tax sheltered annuities (5 or more participants)
    e. Political contributions
    f. FEA dues (Article 6)
    g. Educators Mutual Insurance
    h. OEA Retirement Savings Plan
    i. Member’s contribution to board provided insurance premiums
    j. United Way

2. Any changes in deduction schedules shall be determined by the superintendent or treasurer, with input from the FEA.
3. If for any reason the board fails to make a deduction for a member as provided above, it shall make said deduction from the member’s next pay after the error is

called to its attention (in writing) by the member. The FEA agrees to hold the board harmless for any error that may arise out of its reliance upon any authorization for dues deduction submitted by the association.

4. No member shall be required to use their personal cell phones for any form of District business.

## ARTICLE 30 — PROFESSIONAL GROWTH

A. Each member shall be paid two-hundred ($200.00) per semester hour or One-hundred-fifty ($150.00) per quarter hour for courses taken on the graduate or undergraduate level. The maximum number of hours (allowed) to be included for payment shall be six (6) semester hours or nine (9) quarter hours of credit during the fiscal year (July 1 to June 30).

B. All courses taken must be approved in advance by the principal and superintendent. Graduate courses shall be in the field of education but shall not be for hours taken towards an administrator's certificate. Undergraduate course may be approved for reimbursement if they are to upgrade a current certificate or to obtain additional certification for positions represented by the bargaining unit.

C. The board will pay said professional growth stipend within thirty (30) days after submission of successful completion documentation during the months of October and March. The first day the course begins will establish the fiscal year in which payment will be made. A copy of the grade report and an official receipt from the college, or cancelled check, must be filed in the superintendent's office.

D. A stipend will not be paid for any course where the member has previously received financial aid for the course or courses in question in the form of a scholarship, fellowship, or grant-in-aid, except in the case of a member who has received a tuition certificate in recognition of his/her services as a cooperating teacher for supervising a student teacher. The board will pay such member, provided he/she enrolls in a college course, in an amount equal to the equivalent tuition cost of the course at the university where the certificate was issued.

E. Professional growth stipend will not be paid for college credit where reimbursement has been made under Article 9, Professional Meetings and Conferences.

## ARTICLE 31 — MILEAGE REIMBURSEMENT

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

## ARTICLE 32 — SEVERANCE PAY

A. A member who has been employed in the district ten (10) years or more (and who upon leaving the employment of the district retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio), shall receive severance pay in an amount equal to twenty-seven percent (27%) of the member's accumulated but unused sick leave to a maximum of eighty-five (85) days in a school year at his/her per diem rate at the time of retirement**.** Severance pay shall be paid to a party named by the member in the event of the death of a member.

B. The Board will sponsor and implement a Section 403(b) and/or 457 Plan which will allow retiring members in the Covered Group tax shelter their severance pay and retirement incentive. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) or 457 program.

C. Retirees as of May 1, 2008 and after, as members of the Covered Group will have their severance pay and retirement incentive deposited into the Section 403(b) Plan and/or 457 Plan sponsored by the Board.

D. Any amounts of money exceeding the current annual 415 limit for the Section 403(b) Plan and/or 457 Plan will have additional monies paid in the Section 403(b) Plan and/or 457 Plan at the maximum contribution level allowed by Section 415 for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in January and June of the year following retirement.

E. If bargaining unit members who intend to retire at the conclusion of a given school year may elect to be paid over a nine (9) month pay period (spread pay) beginning with the first pay of a new school year. In order to be eligible for the "9-month spread pay," bargaining unit members must notify the District Treasurer by June 1st of the year prior to retirement. For the 2026-2027 school year, bargaining unit members will be eligible for the "9-month spread pay" if they provide notification to the District Treasurer within two (2) weeks after ratification of this collectively bargained agreement.

## ARTICLE 33— INSURANCE

A. General Provision

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

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

B. Insurance Programs

1. Hospitalization/Major Medical

   a. The Board shall pay eighty percent (80%) of the insurance premium and the member shall pay twenty percent (20%) of the insurance premium for hospitalization/medical insurance. In the event the premium amount increases by more than fifteen percent (15%) during the term of the

negotiated labor agreement, the Board and the member shall split the amount of increase greater than fifteen percent (15%) equally.
The Board shall implement the Anthem Plan change effective October 1, 2011.
When both the wife and husband are employed by the board, they shall select either two (2) single plans or one (1) family plan.

b. During the open enrollment period of each year a member is entitled to select from either: I.) The PPO or II.) A high deductible health plan (HDHP) with a health savings account (HSA).

The PPO:

i. The plan year for the PPO shall be October 1st, 2019 through December 31, 2019.
ii. A second open enrollment period will occur and the new PPO plan year shall be January 1 to December 31.

HDHP:

i. The plan year for the HDHP shall be January 1st through December 31st.
ii. The deductible for the HDHP shall be:

| | |
|---|---|
| Single: | $2,000 per plan year. |
| Family: | $4,000 per plan year. |

iii. Annually the board shall contribute fifty percent (50%) of the deductible to a member's HDA. The board contribution shall be made in two (2) equal payments with the first provided by the first pay in January and the second payment provided by the first pay in July. A member enrolling in the HDHP during the initial plan year (January 1, 2020 – December 31, 2020) shall receive the full amount of the board's contribution to his/her HSA by his/her first pay in January.
iv. Should the member experience hardship, the board agrees to advance up to the full amount of the member's deductible as a loan if the teacher can demonstrate through documentation extreme hardship or exigent circumstances. The member shall be required to provide a written request for a hardship

application/advancement to the superintendent and the treasurer.

v. The member shall be required to reimburse the board the amount of the advancement in clause iv. That was the member's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt of the advanced funds.

vi. A member may notify the superintendent and treasurer of the need to advance the second board contribution payment prior to the July date if he/she has exhausted the amount of the first board contribution payment.

vii. Preventative services as identified by the insurance provider shall be covered at one hundred percent (100%) and not subject to the deductible.

viii. Once the deductible is reached, all insurance claims, including prescriptions, will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.

ix. The maximum out of pocket expenses for eligible covered medical costs in a given plan year shall be no more than the deductible as stated in section ii. Above subject to the lifetime maximum.

x. The board shall contract with a financial institution to provide an HSA for all members which will include a debit card with no fees to the member.

xi. Members may elect to contribute to their deductible through payroll deduction or lump sum as designated by the member.

c. A member may elect to initiate or change coverage by notifying the treasurer of that fact during the open enrollment period of any school year. Members new to the district who want insurance coverage must enroll within thirty (30) days of employment. A member hired after the opening of the school year may enroll during his/her first month of employment or during the next enrollment period. Exceptions to the "open enrollment" period shall be made for a member who elects to enroll due to a hardship as defined by the insurance carrier.

d. In the event the insurance carrier declares a "premium holiday," the Board shall not deduct the member's share of the premium for that period.

e. In the event the insurance carrier rebates a portion of the premium already paid, the Board shall pro-rate this rebate among the members in proportion to his/her

prorated share. The rebate shall be reflected by a reduction in the employee's share of their insurance premium.

f. Any recommendations for changes in the current health insurance program(s) shall be presented to both the Board and the Association membership for ratification prior to any implementation.

g. Any full-time member eligible to receive medical benefits who elects not to take benefits shall be paid $1,000.00 provided the member does not take or accept medical benefits for one (1) full enrollment year. Members previously receiving one hundred percent (100%) insurance coverage shall receive an additional one-thousand ($1,000.00) stipend per couple during the initial year of this agreement (2019-2020). This provision shall not become effective unless at least five (5) additional members withdraw from the District-provided health care plan after July 1, 2011. Employee must be able to verify that s/he has insurance available.

h. A summary of benefits for both the PPO and HDHP plans is located in Appendix F of this agreement.

2. Dental Insurance

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

3. Life Insurance

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

4. Section 125

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

5. Vision Insurance

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

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

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

7. Joint Insurance Committee

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

## ARTICLE 34 — REHIRING RETIRED TEACHERS

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

1. Retirement from any district shall be considered a break in employment.
2. Any re-employed retiree shall be precluded from service credit earned prior to retirement.
3. Each year service credit shall be at the Superintendent's discretion and will be granted the appropriate education level attained.
4. The staff member shall not be eligible for severance.
5. The staff member shall receive one year limited contracts which automatically expire and shall not be eligible for continuing contracts as provided for in the Section 3319.11 ORC.
6. The staff member shall be eligible for the insurance benefits as set forth in Article 33.
7. The provisions of this article are not grievable under Article 7 of this Agreement or through any action or claim filed with SERB or a court of law.
8. College reimbursement shall be provided only for licensure or certification renewal.
9. Members shall not accrue seniority.
10. Evaluations are not mandatory.

## ARTICLE 35 — SALARY

A. The base salary shall remain at $48,282 for the 2026-2027 school year, and index shall be reflected in the attached salary schedule. A bargaining unit member who will not receive

a pay increase for the 2026-2027 school year due to their placement on the salary schedule shall receive a twelve hundred dollar ($1200) stipend. Bargaining unit member who will be at steps 16, 17, 21, 23, 24, 26, 27, 28 and 29 for the 2026-2027 school year or who had been at Step 30 for the 2025-2026 school year shall be eligible for the twelve hundred dollar ($1200) stipend. Bargaining unit member who will be at Steps 18 shall receive a stipend of six hundred dollars ($600) payable on the last pay date prior to Christmas Break.

B. For proper placement on the salary schedule, the member being employed shall furnish an official transcript of credits, a valid teaching certificate and, if armed forces credit is to be granted, a copy of discharge or Separation Form 214, to the treasurer of the board. Upon submission of such information, the member shall immediately be moved to the proper placement on the salary schedule, retroactive to the beginning of that member's contract year.

C. Failure of a member to provide proper certification/licensure could result in withholding of pay and/or dismissal.

D. <u>Full Credit on Salary Schedule for Years of Experience</u>

1. A member new to the district shall be given credit on the salary schedule for years of teaching experience, to a maximum of ten (10) years, within the state accredited private, public or parochial schools, pursuant to ORC.

2. A year's credit is given for one hundred-twenty (120) days or more of teaching experience in a given year.

E. <u>Credit for Additional Hours</u>

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

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

**FRANKLIN CITY SCHOOLS**
**2026-2027 CERTIFIED SALARY SCHEDULE**
**EFFECTIVE AUGUST 1, 2026**

| Step | BA | BA+150 | MA | MA+30 |
|---|---|---|---|---|
| 0 | 48,282 | 50,696 | 53,110 | 55,524 |
| 1 | 50,334 | 52,893 | 55,548 | 58,180 |
| 2 | 52,386 | 55,090 | 57,987 | 60,835 |
| 3 | 54,438 | 57,287 | 60,425 | 63,491 |
| 4 | 56,490 | 59,483 | 62,863 | 66,146 |
| 5 | 58,542 | 61,680 | 65,301 | 68,802 |
| 6 | 60,594 | 63,877 | 67,740 | 71,457 |
| 7 | 62,646 | 66,074 | 70,178 | 74,113 |
| 8 | 64,698 | 68,271 | 72,616 | 76,768 |
| 9 | 66,750 | 70,468 | 75,054 | 79,424 |
| 10 | 68,802 | 72,664 | 77,493 | 82,079 |
| 11 | 70,854 | 74,861 | 79,931 | 84,735 |
| 12 | 72,906 | 77,058 | 82,369 | 87,390 |
| 13 | 74,958 | 79,255 | 84,807 | 90,046 |
| 14 | 77,010 | 81,452 | 87,246 | 92,701 |
| 15 | 79,062 | 83,649 | 89,684 | 95,357 |
| 16 | 79,062 | 83,649 | 89,684 | 95,357 |
| 17 | 79,062 | 83,649 | 89,684 | 95,357 |
| 18 | 79,665 | 84,749 | 90,905 | 96,685 |
| 19 | 79,665 | 84,749 | 90,905 | 96,685 |
| 20 | 81,114 | 85,845 | 92,122 | 98,012 |
| 21 | 81,114 | 85,845 | 92,122 | 98,012 |
| 22 | 82,142 | 86,932 | 93,344 | 99,340 |
| 23 | 82,142 | 86,932 | 93,344 | 99,340 |
| 24 | 82,142 | 86,932 | 93,344 | 99,340 |
| 25 | 83,166 | 88,042 | 94,560 | 100,668 |
| 26 | 83,166 | 88,042 | 94,560 | 100,668 |
| 27 | 83,166 | 88,042 | 94,560 | 100,668 |
| 28 | 83,166 | 88,042 | 94,560 | 100,668 |
| 29 | 83,166 | 88,042 | 94,560 | 100,668 |
| 30 | 85,218 | 90,215 | 96,999 | 103,323 |

Bargaining unit members at steps 16, 17, 21, 23, 24, 26, 27, 28, 29 and beyond the 30th step shall be eligible for a $1200 stipend. Step 18 shall receive $600. Stipends shall be paid in a separate lump sum payment on the date of the pay prior to the Christmas Break.

## ARTICLE 36 — SUPPLEMENTAL CONTRACTS AND SALARIES

A. A member who accepts an extracurricular assignment in accordance with the attached supplemental salary schedule shall be issued a written supplemental contract that is in addition to his/her regular contract.

B. Nothing herein contained shall be construed to prohibit the board from offering a supplemental contract to any member, such additional time to be paid at the rate as established by contract. Nor shall anything herein contained be construed to prohibit the addition of supplementary contract categories to the schedule as proposed. Placement on the supplemental salary schedule for such positions shall be a matter for negotiations. The supplemental salary schedule, with a listing of supplemental positions and the amounts to be paid for the performance of the supplemental duty, is attached to this document.

C. The supplemental salary schedule is indexed with the base salary of the BA column of the current regular member's schedule.

D. Supplemental salaries will be paid upon completion of duties and authorization of immediate supervisor. Date of pay will be scheduled by treasurer's office. Salary may be taken in one or two payments, as indicated on the supplemental contract. For those selecting two payments, the first pay will be scheduled by the treasurer's office and paid when duties are approximately half completed and with authorization of immediate supervisor. Final payment (or for those selecting one payment) will be scheduled by the treasurer's office and paid at the completion of duties with the authorization of immediate supervisor. If a member does not select the type of payment desired, he/she will be paid in two payments.

E. A member's supplemental contract shall automatically non-renew pursuant to the provisions of Section 3319.11(I), R.C.

F. Supplemental Contract Clarification

1. Any FEA certified staff member who meets all necessary qualifications for a given supplemental position will be considered for the position prior to a non-certified staff member or other person not in the employ of the district.
2. Any person granted a supplemental position, whether a District employee or not, shall complete all currently required Public School Works training modules prior to beginning the duties of the contract.

3. If a certified member holding a supplemental contract is not chosen for the position for the following year, the appropriate administrator will inform the member, in writing, the reason(s) the contract was not awarded.

4. Supplemental positions may be shared by no more than two (2) persons, with the supplemental contract payment equally distributed between both parties. Should one applicant choose not to share the supplemental position, the full contract will be granted to the most qualified senior Bargaining Unit Member. If a non-bargaining unit member declines to share a supplemental contract, the contract will be granted in full to the Bargaining Unit member.

   All evaluations and final decisions on granting of supplemental contracts will be the responsibility of the appropriate administrator.

G. A joint supplemental review committee shall be formed, consisting of three (3) representatives from the Board and the FEA. The committee will meet at least once each year and will be scheduled by mutual agreement of the association representatives, the high school principal and athletic director. Any changes to the supplemental salary schedule will be contingent upon Board and FEA approval.

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2024-2025 |
|---|---|---|
| Football | | |
| | Head Coach | $ 9,050 |
| | Offensive Coach | $ 6,636 |
| | Defensive Coach | $ 6,636 |
| | Asst 1 | $ 6,032 |
| | Asst 2 | $ 6,032 |
| | Asst 3 | $ 6,032 |
| | Freshman | $ 4,827 |
| | Asst. Freshman | $ 3,619 |
| | Head Coach 8th | $ 4,223 |
| | 7th Grade Head Football Coach | $ 4,223 |
| | Asst. JH (8th) | $ 3,017 |
| | 7th Grade Football Asst. Coach | $ 3,017 |
| Boys Soccer | | |
| | Head Coach | $ 6,636 |
| | Jr. Varsity | $ 3,619 |
| | Varsity Asst | $ 1,568 |
| Girls Soccer | | |
| | Head Coach | $ 6,636 |
| | Jr. Varsity | $ 3,619 |
| | Varsity Asst | $ 1,568 |
| Volleyball | | |
| | Head Coach | $ 6,636 |
| | Jr. Varsity | $ 3,619 |
| | Varsity Asst | $ 1,568 |
| | 8th | $ 3,017 |
| | 7th | $ 3,017 |
| Girls Tennis | | |
| | Head Coach | $ 3,619 |
| Boys Tennis | | |
| | Head Coach | $ 3,619 |

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2024-2025 |
|---|---|---|
| Girls Golf | | |
| | Head Coach | $ 3,619 |
| | Jr. Varsity | $ 2,413 |
| Boys Golf | | |
| | Head Coach | $ 3,619 |
| | Jr. Varsity | $ 2,413 |
| Boys Cross Country | | |
| | Head Coach | $ 3,619 |
| | JH | $ 2,413 |
| Girls Cross Country | | |
| | Head Coach | $ 3,619 |
| | JH | $ 2,413 |
| Cheer Football | | |
| | Head Coach | $ 2,534 |
| | Jr. Varsity | $ 2,293 |
| | 9th | $ 1,206 |
| | 8th | $ 1,206 |
| | 7th | $ 1,206 |
| Cheer Basketball | | |
| | Head Coach | $ 2,534 |
| | Jr. Varsity | $ 2,293 |
| | 9th | $ 1,206 |
| | 8th | $ 1,206 |
| | 7th | $ 1,206 |

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2024-2025 |
|---|---|---|
| Str and Cond. | | |
| | Fall | $ 543 |
| | Winter | $ 543 |
| | Spring | $ 543 |
| | Summer | $ 543 |
| Baseball | | |
| | Head Coach | $ 6,636 |
| | Jr. Varsity | $ 3,619 |
| | Varsity Asst | $ 1,568 |
| | 9th | $ 1,206 |
| | 8th | $ 604 |
| | 7th | $ 604 |
| Softball | | |
| | Head Coach | $ 6,636 |
| | Jr. Varsity | $ 3,619 |
| | Varsity Asst | $ 1,568 |
| | 9th | $ 1,206 |
| | 8th | $ 604 |
| | 7th | $ 604 |
| Boys Track | | |
| | Head Coach | $ 5,429 |
| | Jr. Varsity | $ 3,861 |
| | Head Coach JH | $ 2,775 |
| | Asst. JH | $ 1,810 |
| Girls Track | | |
| | Head Coach | $ 5,429 |
| | Jr. Varsity | $ 3,861 |
| | Head Coach JH | $ 2,775 |
| | Asst. JH | $ 1,810 |
| Lacrosse | | |
| | Head Coach | $ 4,827 |
| | Varsity Asst | $ 2,413 |

# FRANKLIN CITY SCHOOLS
# ACADEMIC SUPPLEMENTAL SALARY INFORMATION

| Academic Activity | 2024-2025 |
|---|---|
| **Academic Clubs** | |
| Art Club | $ 604 |
| Spanish Club | $ 604 |
| French Club | $ 604 |
| French National Honor Society | $ 604 |
| National Honor Society | $ 1,327 |
| National Spanish Honor Society | $ 604 |
| SADD Club | $ 604 |
| Freshman Class Advisor | $ 604 |
| Sophomore Class Advisor | $ 604 |
| Junior Class Advisor | $ 1,810 |
| Senior Class Advisor | $ 1,810 |
| Ohio Math League | $ 483 |
| Envirothon | $ 1,810 |
| English Department Leader | $ 1,206 |
| Math Department Leader | $ 1,206 |
| Science Department Leader | $ 1,206 |
| Social Studies Department Leader | $ 1,206 |
| Special Education Department Leader | $ 1,206 |
| World Language Department Leader | $ 1,206 |
| Student Government Advisor | $ 1,810 |
| Academic Competition Advisor | $ 1,810 |
| Yearbook Advisor (Gets 1 free period) | $ 1,206 |
| Detention Supervisor | $ 1,810 |
| **Flag Corps & Winter Guard** | |
| Flag Corps/Color Guard (Fall) | $ 2,896 |
| Flag Corps/Color Guard (Winter | $ 2,896 |
| **Thespian** | |
| Thespian Club | $ 604 |
| Construction of Production Sets (Spring) | $ 967 |
| Construction of Production Sets (Fall) | $ 967 |
| Assistant Fall Play Director | $ 1,931 |
| Vocal Music Director | $ 2,413 |

# FRANKLIN CITY SCHOOLS
# ACADEMIC SUPPLEMENTAL SALARY INFORMATION

| Academic Activity | 2024-2025 |
|---|---|
| Orchestra Leader/Spring Musical | $ 967 |
| Assistant Vocal Music Director/Spring Musical Music Director | $ 1,206 |
| Vocal Music Director/Spring Musical | $ 2,413 |
| Fall Play Director | $ 2,413 |
| Winter Play Director | $ 2,413 |
| Assistant Winter Play Director | $ 1,931 |
| **Band** | |
| Assistant Band Director | $ 1,810 |
| Ass.t Marching Band Director | $ 1,810 |
| Pep Band Sponsor | $ 2,413 |
| **Junior High Clubs and Organizations** | |
| Junior High Student Government | $ 1,206 |
| Junior High Art Club | $ 967 |
| Junior High Yearbook | $ 2,051 |
| Junior High Newspaper | $ 604 |
| Junior High National Honor Society | $ 604 |
| Junior High Play Director | $ 1,448 |
| Junior High Detention Monitor | $ 1,206 |
| Junior High Math Dept. Leader | $ 845 |
| Junior High ELA Dept Leader | $ 845 |
| Junior High Science Dept. Leader | $ 845 |
| Junior High Social Studies Dept. Leader | $ 845 |
| **Elementary Club and Organizations** | |
| 6th Grade Camp Coordinator | $ 1,206 |

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2025-2026 |
|---|---|---|
| Football | | |
| | Head Coach | $ 9,276 |
| | Offensive Coach | $ 6,802 |
| | Defensive Coach | $ 6,802 |
| | Asst 1 | $ 6,183 |
| | Asst 2 | $ 6,183 |
| | Asst 3 | $ 6,183 |
| | Freshman | $ 4,948 |
| | Asst. Freshman | $ 3,709 |
| | Head Coach 8th | $ 4,329 |
| | 7th Grade Head Football Coach | $ 4,329 |
| | Asst. JH (8th) | $ 3,092 |
| | 7th Grade Football Asst. Coach | $ 3,092 |
| Boys Soccer | | |
| | Head Coach | $ 6,802 |
| | Jr. Varsity | $ 3,709 |
| | Varsity Asst | $ 1,607 |
| Girls Soccer | | |
| | Head Coach | $ 6,802 |
| | Jr. Varsity | $ 3,709 |
| | Varsity Asst | $ 1,607 |
| Volleyball | | |
| | Head Coach | $ 6,802 |
| | Jr. Varsity | $ 3,709 |
| | Varsity Asst | $ 1,607 |
| | 8th | $ 3,092 |
| | 7th | $ 3,092 |
| Girls Tennis | | |
| | Head Coach | $ 3,709 |
| Boys Tennis | | |
| | Head Coach | $ 3,709 |

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2025-2026 |
|---|---|---|
| Girls Golf | | |
| | Head Coach | $ 3,709 |
| | Jr. Varsity | $ 2,473 |
| Boys Golf | | |
| | Head Coach | $ 3,709 |
| | Jr. Varsity | $ 2,473 |
| Boys Cross Country | | |
| | Head Coach | $ 3,709 |
| | JH | $ 2,473 |
| Girls Cross Country | | |
| | Head Coach | $ 3,709 |
| | JH | $ 2,473 |
| Cheer Football | | |
| | Head Coach | $ 2,597 |
| | Jr. Varsity | $ 2,350 |
| | 9th | $ 1,236 |
| | 8th | $ 1,236 |
| | 7th | $ 1,236 |
| Cheer Basketball | | |
| | Head Coach | $ 2,597 |
| | Jr. Varsity | $ 2,350 |
| | 9th | $ 1,236 |
| | 8th | $ 1,236 |
| | 7th | $ 1,236 |

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2025-2026 |
|---|---|---|
| Boys Basketball | | |
| | Head Coach | $ 9,276 |
| | Jr. Varsity | $ 4,948 |
| | Varsity Asst | $ 1,607 |
| | 9th | $ 4,330 |
| | 8th | $ 3,709 |
| | 7th | $ 3,709 |
| Girls Basketball | | |
| | Head Coach | $ 9,276 |
| | Jr. Varsity | $ 4,948 |
| | Varsity Asst | $ 1,607 |
| | 9th | $ 4,330 |
| | 8th | $ 3,709 |
| | 7th | $ 3,709 |
| Wrestling | | |
| | Head Coach | $ 6,802 |
| | Jr. Varsity | $ 1,855 |
| | Varsity Asst | $ 3,462 |
| | Head Coach JH | $ 3,092 |
| | Asst. JH | $ 1,855 |
| Bowling - Boys | | |
| | Head Coach B&G | $ 3,709 |
| | VA B&G | $ 2,473 |
| Bowling - Girls | | |
| | Head Coach B&G | $ 3,709 |
| | VA B&G | $ 2,473 |
| Swimming | | |
| | Head Coach B&G | $ 3,709 |
| | VA B&G | $ 2,473 |

# FRANKLIN CITY SCHOOLS
# ATHLETIC SUPPLEMENTAL SALARY INFORMATION

| Sport | | 2025-2026 |
|---|---|---|
| Str and Cond. | | |
| | Fall | $ 557 |
| | Winter | $ 557 |
| | Spring | $ 557 |
| | Summer | $ 557 |
| Baseball | | |
| | Head Coach | $ 6,802 |
| | Jr. Varsity | $ 3,709 |
| | Varsity Asst | $ 1,607 |
| | 9th | $ 1,236 |
| | 8th | $ 619 |
| | 7th | $ 619 |
| Softball | | |
| | Head Coach | $ 6,802 |
| | Jr. Varsity | $ 3,709 |
| | Varsity Asst | $ 1,607 |
| | 9th | $ 1,236 |
| | 8th | $ 619 |
| | 7th | $ 619 |
| Boys Track | | |
| | Head Coach | $ 5,565 |
| | Jr. Varsity | $ 3,958 |
| | Head Coach JH | $ 2,844 |
| | Asst. JH | $ 1,855 |
| Girls Track | | |
| | Head Coach | $ 5,565 |
| | Jr. Varsity | $ 3,958 |
| | Head Coach JH | $ 2,844 |
| | Asst. JH | $ 1,855 |
| Lacrosse | | |
| | Head Coach | $ 4,948 |
| | Varsity Asst | $ 2,473 |

# FRANKLIN CITY SCHOOLS
# ACADEMIC SUPPLEMENTAL SALARY INFORMATION

| Academic Activity | 2025-2026 |
|---|---|
| Orchestra Leader/Spring Musical | $ 991 |
| Assistant Vocal Music Director/Spring Musical Music Director | $ 1,236 |
| Vocal Music Director/Spring Musical | $ 2,473 |
| Fall Play Director | $ 2,473 |
| Winter Play Director | $ 2,473 |
| Assistant Winter Play Director | $ 1,979 |
| **Band** | |
| Assistant Band Director | $ 1,855 |
| Ass.t Marching Band Director | $ 1,855 |
| Pep Band Sponsor | $ 2,473 |
| **Junior High Clubs and Organizations** | |
| Junior High Student Government | $ 1,236 |
| Junior High Art Club | $ 991 |
| Junior High Yearbook | $ 2,102 |
| Junior High Newspaper | $ 619 |
| Junior High National Honor Society | $ 619 |
| Junior High Play Director | $ 1,484 |
| Junior High Detention Monitor | $ 1,236 |
| Junior High Math Dept. Leader | $ 866 |
| Junior High ELA Dept Leader | $ 866 |
| Junior High Science Dept. Leader | $ 866 |
| Junior High Social Studies Dept. Leader | $ 866 |
| **Elementary Club and Organizations** | |
| 6th Grade Camp Coordinator | $ 1,236 |

| Thespian | |
|---|---|
| Thespian Club | $ 619 |
| Construction of Production Sets (Spring) | $ 991 |
| Construction of Production Sets (Fall) | $ 991 |
| Assistant Fall Play Director | $ 1,979 |
| Vocal Music Director | $ 2,473 |

## SECTION V – LENGTH OF CONTRACT

### ARTICLE 37 — DURATION

A. Except as specifically stated otherwise, this agreement shall be in full force and effect from August 1. 2026- July 31, 2027.

**FOR THE ASSOCIATION**

Teresa Henderson-Weaver, President — Date 9/16/26

Chris Creech, Team Member — Date 9/12/26

P. J. Bush, Team Member — Date 9/17/26

Jamie Lafferty, Team Member — Date 9/16/26

Leah Sams, Team Member — Date 9/16/26

Jim Grombacher, Team Member — Date 9/16/26

Selena Combs, Team Member — Date 9/16/26

**FOR THE BOARD**

Andrew Fleming, President — Date 9-28-26

Dr. Mike Sander, Superintendent — Date 9/15/26

Kevin Hawley, Treasurer — Date 9/16/26

Enrollment Management services MOU will be extended through the term of this Agreement.

## SECTION VI – FORMS


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## APPENDIX A

**Labor Management Committee Procedures**

In accordance with Appendix A, Labor Management Committee, the parties agree to schedule training through the FMCS within the first 3 months of the 2023-2024 school year. It is agreed that additional participants may attend with the agreement of both parties for the purpose of clarification of an issue for discussion.

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

**Representation**

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

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

**Meeting Schedule and Agenda**

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

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

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

**Minutes**

Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association members. Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration, and/or any other type of proceeding.

**General Guidelines**

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

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

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

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

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

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

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

**Table Topics**

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

**Annual Evaluation**

The LMC shall annually evaluate its effectiveness.

**APPENDIX B**

**FRANKLIN GRIEVANCE FORM**
**LEVEL ONE**

Name of Grievant _____ Date Submitted _____

Name of Administrator grievance is initially directed _____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation, or misapplication of Master Agreement.

(if additional space is needed, use other side.)

What relief is sought?

Grievant's Signature _____

**APPENDIX B**

**754 East FOURTH STREET**
**FRANKLIN, OHIO 45005**
**PHONE (937) 746-1699**

**GRIEVANCE DECISIONS**

Level One (Formal) Decision

_____

_____

_____

Date _____ Signature:_____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative

Level Two (Formal) Decision

_____

_____

_____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative

Level Three (Formal) Decision

_____

_____

_____

Date _____Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative

WHERE DECISIONS REQUIRE ADDITIONAL SPACE, ATTACH AS NECESSARY.

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

Copies: Grievant, Principal, Superintendent, FEA

**APPENDIX C**

## SICK LEAVE BANK APPLICATION

I am applying for _____ day(s) from the sick leave Bank and have attached my Doctor statement as required in section 3b of the sick leave bank language.
With my signature below I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

_____

Signature Date

**APPENDIX D**

## APPLICATION TO JOIN SICK LEAVE BANK

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

Signature_____ Date_____

APPENDIX E

## MEMORANDUM OF UNDERSTANDING

## EVALUATIONS/OTES

**The following procedure is applicable to all members evaluated under the required OTES and OSCES models. However, if a member assignment does not require direct instruction at least fifty percent (50%) of the time, he/she will be evaluated, using the appropriate evaluation form designated in Article 16, for performance only.**

*ALL EVALUATION FORMS WILL BE INCLUDED AS ATTACHMENTS.*

A. Philosophy

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

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

B. Frequency of Evaluation

Members will be evaluated by the assistant principal and/or building principal or the member's immediate supervisor who is properly credentialed as stated in Ohio law.

l. A member shall be evaluated annually during his/her first five (5) years in the district.

2. Upon completion of a member's fifth year with the district, the following evaluation cycle shall be implemented:

a. If a member's final evaluation rating is developing or ineffective, he/she will be evaluated annually.

b. If a member's final evaluation rating is accomplished, he/she will be evaluated every three (3) years as long as the member's student growth measures for the most recent year for which data is available is at or above average. In year when the member is not subject to the formal evaluation the principal shall conduct one (l) off-cycle observation followed by a post observation conference. However, if at any time during the three (3) years when the member is not being formally evaluated, the member' s student growth measures are below average, he/she will be formally evaluated in accordance to this article for the following school year.

c. If a member's final evaluation rating is skilled, he/she will be evaluated every two (2) years as long as the member's student growth measures for the most recent year for which data is available is at or above average. In year when the member is not subject to the formal

evaluation the principal shall conduct one (1) off-cycle observation followed by a post observation conference.

d. If a member applies for a continuing contract/tenure during the period of time he/she is off-cycle as described in b. and c. above, he/she will be subject to a formal evaluation.

e. A member who is scheduled to be on a leave of absence for more than fifty percent (50%) of the school year shall not be formally evaluated during the school year.

f. A member who submits notice of retirement and such retirement is approved by the Board by December 1 shall not be formally evaluated during the school year.

C. Observations

1. Formal evaluations shall consist of a minimum of two (2) observations of at least thirty (30) consecutive minutes.

2. A third observation shall be required for a member whose contract may be under consideration for nonrenewal.

3. An off-cycle observation, as described in Sections B 2 (b) and (c) above shall be at least thirty (30) consecutive minutes.

D. Evaluation Process

1. A member's goals, processed through either the professional growth or professional improvement plans, will be filed with the administrator/ETPES according to the following schedule:

   a. Spring for returning members
   b. Fall for new members or members new to a building whose assignment may require an adjustment

2. Each observation shall include a pre-observation conference between the principal and the member scheduled at a mutually agreeable time. Within ten (10) workdays after the observation, a post-observation conference shall be held between the principal and the member. The principal and member shall review the evidence observed to support his/her observations and evidence submitted by the member.

3. Completion of the observation and post-observation conference shall be as follows:

   a. December 10 for the first observation/evaluation;
   b. March 10 for a member whose limited contract may be under consideration for nonrenewal;
   c. May 10 for the final observation/evaluation.

4. The principal may develop a strategic improvement plan to be discussed at either or both of the post-observation conferences for the Fall/December evaluation or the Winter/March evaluation

(if one is conducted) if he/she observes an area within the rubric that the member must address/improve.

5. Off-cycle observations shall not require a pre-observation conference, but a post observation conference shall be held between the member and principal within ten (10) workdays after the observation.

E. Walkthroughs

In addition to the observations described above, the principal shall use periodic walkthroughs as a means to observe a member's teaching performance. The member shall be provided a report of the walkthrough electronically. Within twenty-four (24) hours after the report is sent, upon the request of either the member or the principal, a meeting shall occur after the walkthrough to discuss the observation.

F. Student Growth Measures

1. Student growth measures shall be used to support a member's evaluation but shall constitute no more than fifty percent (50%) of the total evaluation rating/designation, unless otherwise altered by legislation and agreed to by the parties.

2. Data obtained from student growth measures shall not be used for employment decisions, including but not limited to, nonrenewal, termination, reduction in force and recall until after the 2018-19 school year for the duration of this agreement. More specifically, for purpose of reduction in force, all evaluations shall be deemed comparable until after the 2018-19 school year.

3. A Student Learning Objective (SLO) Committee shall be formed to review assessments and SLOs. The Association president shall appoint three (3) members to and the Superintendent shall appoint three (3) members to the SLO Committee. At least one (1) member shall be from a content area with Value-added data. Members of the SLO Committee shall be provided release time to complete their responsibilities.

G. Changes to OTES/OSCES Program

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

**APPENDIX F**

**INSURANCE**



Anthem® Blue Cross and Blue Shield
EPC - Franklin City PPO
Your Network: Blue Access PPO
Effective Date 1/1/2025

| Covered Medical Benefits | Cost if you use an In Network Provider | Cost if you use a Non-Network Provider |
|---|---|---|
| **Overall Deductible** | $100 person / $300 family | $200 person / $400 family |
| **Out-of-Pocket Limit** | $1,500 person / $3,000 family | $2,000 person / $4,000 family |
| The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum. | | |
| **Preventive Care / Screening / Immunization** | No charge | 30% coinsurance after deductible is met |
| **Doctor Home and Office Services**<br>**Primary Care Visit**<br>*When Allergy injections are billed separately by network providers, the member is not responsible for any additional cost. When billed as part of an office visit, there is no additional cost to the member for the injection* | $20 copay per visit deductible does not apply | 30% coinsurance after deductible is met |

| | | |
|---|---|---|
| **Specialist Care Visit**<br>*When Allergy injections are billed separately by network providers, the member is not responsible for any additional cost. When billed as part of an office visit, there is no additional cost to the member for the injection* | $20 copay per visit deductible does not apply | 30% coinsurance after deductible is met |
| **Prenatal and Post-natal Care** | 10% coinsurance after deductible is met | 30% coinsurance after deductible is met |

**Other Practitioner Visits:**

Medical Chats - *within our mobile app* Not Applicable Not Applicable

Retail Health Clinic $20 copay per visit deductible does not apply
30% coinsurance after deductible is met



| **Covered Medical Benefits** | **Cost if you use an In Network Provider** | **Cost if you use a Non-Network Provider** |
|---|---|---|
| Preferred On-line Visit<br>*Includes Mental/Behavioral Health and Substance Abuse*<br>Other Participating Provider On-line Visit<br>*Includes Mental/Behavioral Health and Substance Abuse*<br>Manipulation Therapy<br>*Coverage is limited to 12 visits per benefit period.* | $20 copay per visit deductible does not apply<br>$20 copay per visit deductible does not apply<br>$20 copay per visit deductible does not apply | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **Other Services in an Office:**<br>Allergy Testing<br>Chemo/Radiation Therapy<br>Dialysis/Hemodialysis<br>Prescription Drugs - *Dispensed in* | 10% coinsurance after deductible is met<br>10% coinsurance after deductible is met<br>10% coinsurance after | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met<br>30% coinsurance after |

| | | |
|---|---|---|
| *the office* | deductible is met<br>10% coinsurance after deductible is met | deductible is met<br>30% coinsurance after deductible is met |
| **Diagnostic Services**<br>**Lab:**<br>Office<br>Outpatient Hospital | 10% coinsurance after deductible is met<br>10% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **X-Ray:**<br>Office<br>Outpatient Hospital | 10% coinsurance after deductible is met<br>10% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |

**Advanced Diagnostic Imaging:**

Office 10% coinsurance after deductible is met
30% coinsurance after deductible is met



| **Covered Medical Benefits** | **Cost if you use an In Network Provider** | **Cost if you use a Non-Network Provider** |
|---|---|---|
| Outpatient Hospital | 10% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Emergency and Urgent Care**<br>**Urgent Care** | $50 copay per visit deductible does not | Covered as In-Network |

| | | |
|---|---|---|
| *When Allergy injections are billed separately by network providers, the member is not responsible for any additional cost. When billed as part of an office visit, there is no additional cost to the member for the injection.* | apply | |
| **Emergency Room Facility Services**<br>*Copay waived if admitted.*<br>**Emergency Room Doctor and Other Services** | $100 copay per visit deductible does not apply<br>No charge | Covered as In-Network Covered as In-Network |
| **Ambulance** | No charge | Covered as In-Network |
| **Outpatient Mental/Behavioral Health and Substance Abuse Doctor Office Visit**<br>**Facility Visit:**<br>Facility Fees<br>Doctor Services | $20 copay per visit deductible does not apply<br>10% coinsurance after deductible is met<br>10% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |

**Outpatient Surgery**
**Facility Fees:**

Hospital 10% coinsurance after deductible is met
**Doctor and Other Services:**
Hospital 10% coinsurance after deductible is met
30% coinsurance after deductible is met
30% coinsurance after deductible is met



| Covered Medical Benefits | Cost if you use an In Network Provider | Cost if you use a |
|---|---|---|

| | | |
|---|---|---|
| **Non-Network Provider** | | |
| **<u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u>**<br>**Facility Fees**<br>**Human Organ and Tissue Transplants**<br>*Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*<br>**Doctor and other services** | 10% coinsurance after deductible is met<br>No charge<br>10% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>50% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **<u>Recovery & Rehabilitation</u>**<br>**Home Health Care**<br>*Coverage is unlimited in network/ 30 visits out of network per benefit period. Private Duty Nursing is unlimited.* | 10% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Rehabilitation services:**<br>Office<br>*Coverage for Occupational Therapy, Physical Therapy is limited to 60 visits combined per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*<br>Outpatient Hospital<br>*Coverage for Occupational Therapy, Physical Therapy is limited to 60 visits combined per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.* | $20 copay per visit deductible does not apply<br>10% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |

| | | |
|---|---|---|
| **Cardiac rehabilitation**<br>Office<br>*Coverage is unlimited visits per benefit period.*<br>Outpatient Hospital<br>*Coverage is unlimited visits per benefit period.* | $20 copay per visit deductible does not apply<br>10% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **Skilled Nursing Care (facility)**<br>*Coverage for Skilled Nursing is limited to 180 days and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 60 days per benefit period.* | 10% coinsurance after deductible is met | 30% coinsurance after deductible is met |



| **Covered Medical Benefits** | **Cost if you use an In Network Provider** | **Cost if you use a Non-Network Provider** |
|---|---|---|
| **Hospice** | 10% coinsurance after deductible is met | 10% coinsurance after deductible is met |
| **Durable Medical Equipment** | 20% coinsurance after deductible is met | 40% coinsurance after deductible is met |
| **Prosthetic Devices** | 10% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Prescription Drugs: Administered by CVS/Caremark** | See Your Prescription Benefit Plan Summary | See Your Prescription Benefit Plan Summary |

**Notes:**

• Dependent age: to end of the month in which the child attains age 26.

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

• All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non Network Human Organ and Tissue Transplant (HOTT) Services).
• No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
• If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
• The Primary Care Physician and Specialist office visit copay applies to both office and facility based office visits for evaluation and management services only.
• Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
• ‡ Your cost share may be reduced when services are provided in a PCP's office.
• Benefit Period = Calendar Year.
• If you have receive Urgent Care at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under “Outpatient Facility Services” which is generally coinsurance or coinsurance after your deductible is met.
*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.*


This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.


Here’s an overview of your CVS Caremark benefits.
**Franklin City Schools PPO - 1/1/2025**

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

**Short-Term Medicines Long-Term Medicines**

CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)
CVS Caremark Mail Service (up to a 90-day supply) or CVS
Pharmacy locations (up to a 90-day supply)

**Generic Medicines**

Always ask your doctor if there s a generic option available. It could save you money.

**Preferred Brand-Name**
**Medicines**

If a generic is not available or appropriate, ask your doctor to prescribe from your plan s preferred drug list.

**Non-Preferred**
**Brand-Name Medicines**

Drugs that aren t on your plan s preferred list will cost more.

**Specialty Medications**

**$10** for a generic medicine **$20** for a generic medicine
**$20** for a preferred brand-name **$40** for a preferred brand-name medicine medicine
**$30** for a non-preferred **$60** for a non-preferred brand-name medicine brand-name medicine
**30% coinsurance OR $0 copay with PrudentRx**

*Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.

**Maximum Out-of-Pocket** **$3,000 per individual / $6,000 per family**

**Prior Authorization**

**Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.**

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. Your privacy is important to us. Our employees are trained regarding the appropriate way to handle private health information.
7471-WKL-MCHOICE_MOOP_SP_CUSTOM60-072820

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information. © 2018 CVS Caremark. All rights reserved. 106-46657A 082718

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**PrudentRx Copay Program for Specialty Medications**

**Get Specialty Medications at No Cost to You**

If you're taking specialty medications for a chronic or complex situation (like multiple sclerosis, rheumatoid arthritis or cancer), you know how costly they can be – and that the cost continues to rise. Because we want to make sure you can get the medications you need at an affordable cost, we're pleased to offer a new program that reduces your out-of-pocket cost for specialty medications to $0.

**Pay $0 with The Prudent Rx Copay Program**

We're working with PrudentRx to offer The PrudentRx Copay Program as part of your prescription benefit plan. To participate, all you need to do is enroll. You'll pay $0 for any medications on the Specialty Drug List for as long as you're enrolled.

PrudentRx works with manufacturers to get copay card assistance for your medication. Once you get started, they'll manage enrollment and renewals on your behalf. But even if there's no copay card program available for your medication, your cost will be $0 for as long as you are enrolled in the program.

**Getting started is easy**

If you take a specialty medication on the Specialty Drug List, call PrudentRx at 1-800-578-4403, Monday through Friday, from 8 a.m. to 8 p.m. EST to enroll – it only takes about 10 minutes. If they don't hear from you, a PrudentRx Advocate may give you a call. If you don't currently take a specialty medication, but your doctor prescribes one, you can enroll at any time. Participation is voluntary, but you will pay more for your specialty medications if you choose not to enroll in the program.

If you are taking a specialty medication, watch your mailbox for more information on The PrudentRx Copay Program and changes to your plan. If you have any questions, you can call PrudentRx at the number above.

Anthem® Blue Cross and Blue Shield
EPC - Franklin City HSA
Your Network: Blue Access PPO
Effective Date 1/1/2025

| Covered Medical Benefits | Cost if you use an In Network Provider | Cost if you use a Non-Network Provider |
|---|---|---|
| **Overall Deductible** | $2,000 person / $4,000 family | $4,000 person / $8,000 family |
| **Out-of-Pocket Limit** | $2,000 person / $4,000 family | $8,000 person / $16,000 family |
| The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of pocket maximum only apply to individuals enrolled under single coverage. | | |
| **Preventive Care / Screening / Immunization** | No charge | 30% coinsurance after deductible is met |
| **Doctor Home and Office Services** **Primary Care Visit** | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Specialist Care Visit** | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Prenatal and Post-natal Care** | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |

**Other Practitioner Visits:**

Medical Chats - *within our mobile app* No Applicable Not Applicable

Retail Health Clinic 0% coinsurance after deductible is met

30% coinsurance after deductible is met

On-line Visit
*Includes Mental/Behavioral Health and Substance Abuse*
Manipulation Therapy
*Coverage is limited to 12 visits per benefit period.*
0% coinsurance after deductible is met
0% coinsurance after deductible is met
30% coinsurance after deductible is met
30% coinsurance after deductible is met



| **Covered Medical Benefits** | **Cost if you use an In Network Provider** | **Cost if you use a Non-Network Provider** |
|---|---|---|
| **Other Services in an Office:**<br>Allergy Testing<br>Chemo/Radiation Therapy<br>Dialysis/Hemodialysis<br>Prescription Drugs - *Dispensed in the office* | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met<br>0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met<br>30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **Diagnostic Services**<br>**Lab:**<br>Office<br>Outpatient Hospital | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **X-Ray:**<br>Office | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |

| | | |
|---|---|---|
| Outpatient Hospital | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Advanced Diagnostic Imaging:**<br>Office<br>Outpatient Hospital | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **Emergency and Urgent Care**<br>**Urgent Care** | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |

**Emergency Room Facility Services** 0% coinsurance after deductible is met
Covered as In-Network



| **Covered Medical Benefits** | **Cost if you use an In Network Provider** | **Cost if you use a Non-Network Provider** |
|---|---|---|
| **Emergency Room Doctor and Other Services** | 0% coinsurance after deductible is met | Covered as In-Network |
| **Ambulance** | 0% coinsurance after deductible is met | Covered as In-Network |

| | | |
|---|---|---|
| **<u>Outpatient Mental/Behavioral Health and Substance Abuse</u> Doctor Office Visit**<br>**Facility Visit:**<br>Facility Fees<br>Doctor Services | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **<u>Outpatient Surgery</u>**<br>**Facility Fees:**<br>Hospital<br>**Doctor and Other Services:**<br>Hospital | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **<u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u>**<br>**Facility Fees**<br>**Human Organ and Tissue Transplants**<br>*Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*<br>**Doctor and other services** | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>50% coinsurance after deductible is met<br>30% coinsurance after deductible is met |

| Covered Medical Benefits | Cost if you use an In Network Provider | Cost if you use a Non-Network Provider |
|---|---|---|
| **Recovery & Rehabilitation**<br>**Home Health Care**<br>*Coverage is unlimited network/ 30 visits out of network per benefit period. Private Duty is unlimited visits/Calendar Year.* | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Rehabilitation services:**<br>Office<br>*Coverage for Occupational Therapy, Physical Therapy is limited to 60 visits combined per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*<br>Outpatient Hospital<br>*Coverage for Occupational Therapy, Physical Therapy is limited to 60 visits combined per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.* | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **Cardiac rehabilitation**<br>Office<br>*Coverage is unlimited visits per benefit period.*<br>Outpatient Hospital<br>*Coverage is unlimited visits per benefit period.* | 0% coinsurance after deductible is met<br>0% coinsurance after deductible is met | 30% coinsurance after deductible is met<br>30% coinsurance after deductible is met |
| **Skilled Nursing Care (facility)**<br>*Coverage for Skilled Nursing is limited to 180 days and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 60 days per benefit period.* | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Hospice** | 0% coinsurance after deductible is | 30% coinsurance after deductible is |

| | | |
|---|---|---|
| | met | met |
| **Durable Medical Equipment** | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |
| **Prosthetic Devices** | 0% coinsurance after deductible is met | 30% coinsurance after deductible is met |

| | | |
|---|---|---|
| **Prescription Drugs: Administered by CVS/Caremark** | See Your Prescription Benefit Plan Summary | See Your Prescription Benefit Plan Summary |



**Notes:**

• Dependent age: to end of the month in which the child attains age 26.

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

• All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non Network Human Organ and Tissue Transplant (HOTT) Services).

• No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.

• If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.

• If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under “Outpatient Facility Services”. • Benefit Period =Calendar Year.

• Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.*

Your Plan: Anthem Blue Access HSA
Your Network: Blue Access PPO
This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.
Questions: (833) 639-1634 or visit us at www.anthem.com
OH/LG/Anthem Blue Access PPO HSA



Here's an overview of your CVS Caremark benefits.
**Franklin City HDHP - 1/1/2025**
Your annual deductible is $2,000 for an individual or $4,000 for a family. **Until this deductible amount is met, you will pay 100% for your prescriptions**. If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help anytime after your plan starts. For TDD assistance, please call 1-800-863-5488.
**Short-Term Medicines Long-Term Medicines**

**Generic Medicines**
Always ask your doctor if there s a generic option available. It could save you money.
CVS Caremark Retail
Pharmacy Network
(Up to a 30-day supply)
**$0 copay after the deductible is met** for a generic medicine
CVS Caremark Mail Service
Pharmacy or CVS Pharmacy Locations
(Up to a 90-day supply)
**$0 copay after the deductible is met** for a generic medicine

**Preferred Brand-Name Medicines**
**$0 copay after the deductible is $0 copay after the deductible is met**

If a generic is not available or appropriate, ask your doctor to prescribe from your plan s preferred drug list.

**Non-Preferred Brand-Name Medicines**

Drugs that aren t on your plan s preferred list will cost more.

**met** for a preferred brand-name medicine

**$0 copay after the deductible is met** for a non-preferred brand-name medicine

for a preferred brand-name medicine

**$0 copay after the deductible is met** for a non-preferred brand-name medicine

**Refill Limit**

**Maximum Out-of-Pocket Annual Deductible**

**Specialty Medicines Prior Authorization**

**None None**

**$2,000 per individual / $4,000 per family (combined with medical)**

**$2,000 per individual / $4,000 per family (combined with medical)**

Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.

Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.

Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. If you access your pharmacy benefits information through the Caremark Web site, you can find Plan Members Rights and Responsibilities at www.caremark.com.

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Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information. © 2018 CVS Caremark. All rights reserved. 106-46657A 082718

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**Notice of Nondiscrimination**

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

• Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as: ▪ Auxiliary aids and services

▪ Written information in other formats (large print, audio, accessible electronic formats, other formats)

• Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as: ▪ Qualified interpreters

▪ Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator
PO BOX 6590, Lee's Summit, MO 64064-6590
Phone: 1-866-526-4075
TTY: 1-800-863-5488
Fax: 1-855-245-2135
Email: nondiscrimination@cvscaremark.com

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW

Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

**APPENDIX G**

**INCIDENT REPORT FORM**

Franklin City School District

**Incident Report Form**

**Assaults/Threats - Physical or Verbal**

**Employee Name:**

**Position:** **Building:**

**Date of Incident:** **Approximate time incident occurred:**

**Where did the incident occur?**

]

**Who was involved in the incident? (first and last names)**

]

**Who witnessed the incident? (Provide specific first and last names of adults and students)**

]

**Describe any relevant events that preceded the incident:**

]

**Describe the incident in detail from the beginning (use the back of the form if needed):**

]

**If appropriate, describe any succeeding events that occurred since the incident:**

]

**Relief sought:**

_____

_____

**Employee Signature** **Date**

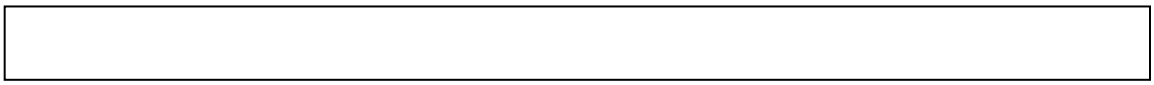
**********

**Office Use Only**

**<u>Principal/Assistant Principal/Supervisor</u>:**

**<u>Date Received</u>:** **<u>Dates follow-up conducted</u>:**

**Action taken:**



]

**Cc:**

**Superintendent/designee**

MEMORANDUM OF UNDERSTANDING BETWEEN THE
FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
FRANKLIN EDUCATION ASSOCIATION

This Memorandum of Understanding is made by and between the **FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as the ") and the **FRANKLIN EDUCATION ASSOCIATION**- (hereinafter referred to as "FEA").

**WHEREAS**, are parties to a Collective Bargaining Agreement in effect from July 1, 2026 through June 30, 2027; and

**WHEREAS,** the parties have agreed to revise the work year for full-time employees for the 2026-2027 contract year.

**NOW,THEREFORE, BE IT AGREED** by the Board and the FEA as follows:

1 . For the 2026-2027 contract year only, full-time members' school year shall consist of one hundred eighty-two (182) days.

2. Any member who is scheduled to work less than one hundred eighty-two (182) days shall have their per diem salary compensation based on one hundred eighty-five (185) days.

3. All other provisions of the Agreement currently in effect between the parties hereto and -not altered-by this Memorandum of Understanding shall remain in full force and for the term of the Agreement. No other agreement shall serve to alter the provisions of the current Agreement unless agreed to in writing between the parties.

4. All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the FEA.

5. This Memorandum of Understanding shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **Franklin City School District Board of Education** and the **Franklin Education Association** have executed this Memorandum of Understanding on the dates set forth below their signatures.

**FRANKLIN CITY SCHOOL DISTRICT** **FRANKLIN EDUCATION**

**BOARD OF EDUCATION** **ASSOCIATION**

Teresa Henderson Weaver 7-13-26

Board President Supt

7/13/26

Date

FEA President

Date

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN THE**
**FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION**
**AND THE**
**FRANKLIN EDUCATION ASSOCIATION**

In order to provide retired teachers the opportunity to be reemployed in a teaching position following retirement, and in order to provide the Board of Education an incentive to reemploy retired teachers, the **Franklin City School District Board of Education** (hereinafter referred to as the "Board") and the **Franklin Education Association** (hereinafter referred to as the "FEA") hereby agree as follows:

1. This language is totally unique and separate and in no way refers to or applies to current language in the Master Contract between the Board and the FEA set forth at *Article 34, Rehiring Retired Teachers*.

2. Employees who are eligible to retire as of June 30, 2026, according to the Ohio State Teachers Retirement System experience levels, are guaranteed the option to be rehired on a five-year teaching contract (retire/rehire option). Employees who qualify, according to Ohio State Teachers Retirement System experience levels, by the end of the 2026-2027 school year must utilize the retire/rehire option by providing notice on or before August 1, 2026 of the year of retirement. This notice shall contain a letter of resignation stating that the employee's resignation is for retirement purposes in accordance with this retire/rehire Memorandum.

This resignation letter also indicates that the resignation is contingent upon the teacher being rehired under a limited contract in accordance with the provisions of this Memorandum for five (5) years. The effective date of the employee's resignation shall be no later than June 30, 2027.

During the 2025-2026 and 2026-2027 school years only, a teacher who qualifies for retirement under the Ohio STRS experience levels may elect to use this incentive. The teacher who has reached the requisite level of experience shall receive a limited teacher contract pursuant to this agreement for a period of five (5) years.

Employees electing this plan shall not be eligible for any other retirement incentive plan offered by the District. However, employees shall remain eligible for

all applicate severance (Article 32). All relevant language below will be placed in the teacher's individual contract.

a. The retired/rehired teacher will be placed on the fifth step of the salary schedule, then in effect at the teacher's appropriate educational/training level. Hereafter, the teacher will stay at Step 5 on the salary schedule for all remaining

b. Retired/Rehired teachers will be eligible to participate in any insurance plan offered by the Board.

c. Retired/rehired teachers will defer their severance benefit payment until a time when final separation with the District is made. Severance shall be paid in accordance with the Master Contract (Article 32) between the parties at the per diem rate in effect at the time of retirement. If, over the course of the additional five (5) years of service, additional sick days are accumulated that would make the employee eligible for additional severance days, those additional severance days will be calculated at the per diem rate at the time of final separation.

d. Retirement will not be considered a "break in service" for retired/rehired teachers when the Board is considering a reduction in force.

e. Termination of the contract of retired/rehired teachers shall be in accordance with ORC Chapter 3319.16.

f. Retired/Rehired teachers shall be members of the Bargaining Unit.

3. Relevant notices must be provided as set forth below:

a. Employees interested in the retire/rehire option will notify the Board no later than June 1, 2027.

b. The effective date of the teacher's resignation for retirement purposes shall be no later than June 30, 2027.

4. This Memorandum of Understanding shall be in effect until June 30, 2027.

5. Additionally, this Memorandum of Understanding shall be rendered null and void should the Ohio STRS requirements for retirement change or be modified during the term of this agreement. In such an event, the parties shall meet to negotiate changes to this Memorandum of Understanding, if applicable. In the event this Memorandum of Understanding is rendered null and void as a result of changes in the Ohio STRS requirements or Ohio law, such termination of this Memorandum shall not affect any employee who has previously retired and rehired under a limited teaching contract with the Franklin City School District Board of Education under this Memorandum of Understanding.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **FRANKLIN EDUCATION ASSOCIATION** have executed this Memorandum of Understanding on the dates set forth opposite their signature.

**FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION**

Date: 7/13/26

By: _____
Superintendent

Date: 7/13/26

By: _____
Treasurer

**FRANKLIN EDUCATION ASSOCIATION**

Date: 7-13-26

By: Teresa Hudson Weaver
President

Date: _____

By: _____
Treasurer

**A MEMORANDUM OF UNDERSTANDING**
**BETWEEN THE**
**FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE**
**FRANKLIN EDUCATION ASSOCIATION**

**WHEREAS**, the Board and the Franklin Education Association ("FEA") are parties to a current Collective Bargaining Agreement that became effective August 1, 2026.

**WHEREAS**, the Board's Insurance Committee consisting of representatives from the administration, OAPSE and FEA have had ongoing to explore alternatives to the health insurance plan and to examine potential ways to lower the cost of premiums, reduce loss exposure, and to promote efficiency and economies of scale related to the employees' health care plan; and

**WHEREAS**, the Insurance Committee began discussions with Enrollment Management Services ("EMS") to explore a "cash-in-lieu" of benefit program on a voluntary basis for the employees who are eligible for Board health benefits and who waive said Board-provided health benefits; and

**WHEREAS**, throughout this Memorandum, the term "bargaining unit" shall refer to FEA; and

**WHEREAS**, the purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Board would offer a "Benefit Credit", which is a type of cash-in-lieu of benefit, through the firm of EMS. Background: EMS works directly with an individual or family to help them understand all of their healthcare options, both in and out of an employer's group plan. By exploring all available avenues, an individual or family can feel confident that they are taking advantage of the opportunities that will best meet their unique needs. Along with the EMS education and support, the Board would also make "cash-in-lieu" of benefits available across the board to all similarly situated members that waive the group plan. This will be referred to as a "benefit credit" payable as additional taxable compensation. The net result is that a member or their eligible dependents can be accommodated with a plan of their choice outside of the traditional group plan.

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and FEA as follows:

1. This Memorandum of Understanding is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Memorandum of Understanding and the governing bodies of the parties' respective counties or municipalities and shall remain in full force until terminated. This Memorandum of Understanding may be terminated, without cause, by either party upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail.

2. The bargaining unit will do its best to encourage members to be informed as to the new benefit options, understanding the program is voluntary and that a member needs to proactively enroll into the "benefit credit" program. To clarify, the members will not be auto-enrolled into the program in the event the member has not enrolled on the group plan. The responsibility to enroll rests entirely on the individual member to follow the steps outlined by EMS to get enrolled into the benefit credit within the specified timelines. Once the member has followed the enrollment procedures (and the required documentation is received by EMS), any benefit credits will begin to be paid on the next available payroll cycle. In the event that a member who has waived the group plan but fails to enroll into the benefit credit program does, at a later date, enroll into the benefit credit program, the amounts are payable going forward. No back payments are due the member as this is a voluntary program and no auto-enrollment requirements are applicable.

3. The Board will establish the new benefit program within the section 125 plan and amend the plan documents to allow for this program. The Board will also be responsible for communicating and making members aware of the new program and how to enroll in a timely manner. As a part of outreach, Human Resources/Treasurers' office will make referrals to EMS to reach out to members to evaluate options to see if an opportunity exists to improve the member' s plan. This outreach will include: New-hires, COBRA, Change Eligibility, Qualified Events, FMLA, and those experiencing an increased utilization. The member will be able to review their situation with EMS and then, depending on their circumstances, take advantage of the new program when the timing is correct based on the individual circumstance. The "Benefit Credit" has two options:

A. The Integrated Benefit Credit Program ("Integrated"). This is for members waiving the Board's group plan and enrolled on another ACA-approved employer plan.

** Integrated HRA coverage limits and caps are set in accordance with Internal Revenue Service (IRS) guidelines. The IRS occasionally updates the applicable limits and caps and the Integrated HRA will automatically update to reflect the current guidelines.*

**The following Benefit Credit Guidelines are for members enrolled in another employer's integrated group health plan. Leave blank if N/A.**

*Name of Plan*

☐ Spouse's ☐ Dependent's Employer-Sponsored (Integrated) Plan: _____

**1) Full Premium Credit:** When an eligible member or dependent utilizes another employer-sponsored plan and, applies for the Benefit Credit and provides the appropriate verification documentation, Franklin City Schools will reimburse the full premium cost.

Annual premium cost of Alt. Plan (incl. any spousal surcharge): _____

**2) Integrated HRA:** Medical Out-of-Pocket expenses can be reimbursed once a member has incurred costs above the following limits:

☐

| Eligible Members Waiving Coverage | Out-of-Pocket Costs Covered Over | Coverage cap |
|---|---|---|
| Single Member | $1,600 | $7,850 |
| Multiple Members | $3,200 | $15,700 |

(2a) I am: Already participating in the integrated HRA → your existing enrollment will continue by checking the applicable box above.

Newly participating OR need to make a change in covered members → you must work with EMS to complete an enrollment application.

B. The Non-Integrated Benefit Credit Program ("Non-Integrated"). This is for those not enrolled with another employer:

**The following Benefit Credit Guidelines are for those members who waive employer coverage and are NOT enrolled in another employer's integrated group health plan. Leave blank if N/A.**

☐

| Eligible Members Waiving Coverage | Annual Benefit Credit Payment |
|---|---|
| Single Member | $6,000 |
| Multiple Members | $12,000 |

In the future, the Board reserves the right to adjust the formula or benefit structure of the financial help based on the recommendations of the EMS team and consent by the Board's Insurance Committee.. In order to receive an in-lieu benefit, the employee must cooperate with EMS and participate in the EMS counseling process.

5. Amendments. Either party may request changes to this Memorandum of Understanding. Any changes, modifications, revisions or amendments to this Memorandum of Understanding which are mutually agreed upon by and between the parties to this Memorandum of Understanding shall be incorporated by written instrument, and effective when executed and signed by all parties to this Memorandum of Understanding.

6. Entirety of Agreement. This Memorandum of Understanding represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

7. This Memorandum of Understanding shall remain in effect until June 30, 2029.

**IN WITNESS WHEREOF**, the parties to this Memorandum of Understanding, through their duly authorized representatives, have executed this Memorandum of Understanding on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Memorandum of Understanding as set forth herein.

The effective date of this Memorandum of Understanding is the date of the signature last affixed to this page.

**SCHOOL DISTRICT BOARD OF EDUCATION**

7/13/26
Date

By: _____
Superintendent

7/13/26
Date

By: _____
Treasurer

**FRANKLIN EDUCATION ASSOCIATION**

7-13-2026
Date

By: _____
President

7/13/26
Date

By: _____
Vice President