

MASTER CONTRACT

FRANKLIN EDUCATION ASSOCIATION

and the

FRANKLIN CITY SCHOOL DISTRICT

August 1, 2023

Through

July 31, 2024

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

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

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

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

b. General Provision

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

ARTICLE 3 — IMPLEMENTATION

A. Contrary to Law

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

1. Complete Agreement

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

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

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

2. Contract Precedence

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

ARTICLE 4 — ASSOCIATION RIGHTS

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

- A. Use of school bulletin board designated by the building principal, the school mail/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 have one hard copy of the contract in each building, 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 K 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 Federal Mediation and Conciliation Service shall be requested to appoint one of its mediators to conduct the mediation conference.
 - b. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The

mediation conference will be conducted informally and according to the rules of FMCS for grievance mediation. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.

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

5. Level Four (Arbitration)

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

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

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

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

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

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

The Arbitrators decision is final and binding upon the parties.

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 two-hundred and sixty (260) days in a school year provided he/she does not use more than fifteen (15) sick leave days during the school year.

b. Reasons acceptable for sick leave are:

1) For absences due to personal illness, illness due to pregnancy, medical or dental treatment/injury/appointments, exposure to contagious disease which could be communicated to other employees or students, and for illness, injury or death in

the member's immediate family. Immediate family shall be defined as the member's mother, father, husband, wife, child (including step or foster parent or child) or permanent residents other than paid boarder or renter of the member's household.

- 2) For a death or serious illness of a near relative. A near relative shall be defined as brother, sister, grandparents, aunts and uncles, in-laws, 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) Adoption — in cases of adoption, a member may utilize up to ten (10) days of accumulated sick leave for a child twelve months or younger; or five (5) days of accumulated sick leave for a child under school age. Additional days will be granted upon verification from a physician or the adoption agency.
- 5) Family leave - a birth mother 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 day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A member may use sick leave for absence to aid in the recovery of their spouse or partner due to the delivery of their baby. The member may use sick leave during any of the two (2) calendar weeks immediately following the day of the birth. Additional days may be granted due to unusual circumstances.

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.

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

3. Appearance in Court

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

4. Military Duty

Shall be granted as required by Federal and State Law.

5. Assault Leave

- a. 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 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 child care 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 SLB 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 employee, current spouse, child (guardian) and any other person who is a permanent resident of the household of the Teaching Staff Member.
- h. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a Member has no accumulated sick days and shall be renewed, upon request from the Member and approval of the SBC, each ten (10)-day-payroll period. The Committee, at its decision, may extend the ten (10)-day-payroll period to thirty (30)-payroll-period days.
- i. The SBC may require a Member to apply for STRS disability as a condition of approval or for continuance of approval.
- j. Allotments from the Sick Leave Bank will be made only for absences under a Member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contract, or any other part-time or second position held by a Member with a full-time contract.
- k. Days may not be received from the Bank for absences due to child birth (natural or caesarian section). Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.
- l. Days may not be received from the Bank for absences due to disabilities which qualify the Member for Workers Compensation personal benefits, unless the Member has exhausted all such benefits and his/her own accumulated sick days.
- m. Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SBC will require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
- n. Contributions to the Sick Leave Bank shall not count against a Member's record of perfect attendance.
- o. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition of such application, agree in writing to the following:

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

ARTICLE 9 — PROFESSIONAL MEETINGS AND CONFERENCES

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

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

B. Procedure

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

C. Reimbursement

1. Reimbursement for expenses incurred by a member during a professional leave day shall be limited to the amounts approved on the request form pertaining to the following:
 - a. Transportation: Mileage shall be paid in accordance to Article 27
 - b. Lodging accommodations up to \$150 per day
 - c. Registration fee
 - d. Meals: To a maximum of \$50 per day
 - e. Other expenses: Reasonable additional expenses as itemized may be allowed with approval of superintendent.
2. Reimbursement forms and receipts for expenses shall be filed with the treasurer (through the building principal) before payment is authorized.
3. Payment will be made within thirty (30) days after submission to the treasurer.

ARTICLE 10 — ATTENDANCE TEAMS

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

- B. In the event sporadic and regular absences are noted the attendance team shall in consultation with the member attempt to determine a reason and offer assistance to the member to help resolve the attendance issue.
- C. If a member has perfect attendance (no sick or personal days during the first quarter, he/she shall be paid \$100 on the first paycheck in the second quarter (Any part of a day counts as a day.)
- D. If a member has perfect attendance (no sick or personal days) during the second quarter, he/she shall be paid \$100 on the first paycheck in the third quarter. (any part of a day counts as a day.)
- E. If a member has perfect attendance (no sick or personal days) during the third quarter, he/she shall be paid \$100 on the first paycheck in the fourth quarter. (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 three hundred dollars (\$300). Any part of a day used counts as a day.
- G. Use of personal days shall not be counted against the perfect attendance stipend.
- H. 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 eight-five (185) days. Five (5) days of the days shall be scheduled as follows:

Two days at the start of the school year:

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

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

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

There will an early release day of at least ninety (90) minutes on the last day of the 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.

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

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

- B. Teachers are required to complete the “school works’ professional online training for all federal and state mandated programs. Teachers will receive LPDC credit for attendance/participation in such programs. 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 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).

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 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 contract, 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

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

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

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

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

ARTICLE 16 — EVALUATIONS

A. Philosophy

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

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

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

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

1. All members are to be made aware of the evaluation procedures and these procedures shall be reviewed at each fall building meeting.
2. There shall be a minimum of:
 - a. Two (2) evaluations, each consisting of two (2) observations for members with zero to seven (0 to 7) years in the district.
 - b. One (1) classroom observation, annually, (which does not require a completed evaluation form) and one (1) evaluation every third (3rd) year for members with six (6) years or more experience (said evaluation shall be based upon one observation and the member shall receive a copy of the completed evaluation form at the conference).

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

D. Evaluation Schedule

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

2. Minimal Two (2) Time Evaluation Schedule:

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

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

3. Minimal One (1) Time Classroom Observation and/or Evaluation Schedule:
 - a. Conducted and completed by April 15th.
4. Evaluations and classroom observations to be filed with the superintendent no later than April 20th.
5. The administrator shall conduct necessary observations according to the schedule, but must recognize these are minimum requirements.
6. The administrator's evaluations shall indicate suggested improvements as well as commendation.
7. A member who travels between buildings shall be evaluated by his/her home school administrator. This administrator shall coordinate the evaluation with the other visited administrator(s). Any disagreement shall result in a second evaluation filed by disagreeing administrator or administrators.

E. Explanatory Descriptors of Observation/Evaluation

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

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

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

EXEMPLARY: Consistent superior performance.

COMMENDABLE: Exceeds district's expectations.

EFFECTIVE: Meets district's expectations.

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

UNACCEPTABLE: Does not meet expectations. Immediate remediation necessary.

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

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

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

FRANKLIN CITY SCHOOLS

CLASSROOM OBSERVATION NARRATIVE

Page ___ of ___

MEMBER: _____ DATE: _____

ADMINISTRATOR: _____

TIME: (Beginning: _____) (Ending: _____)

_____ Signature indicates acceptance of time and date

Date observation activity reviewed: _____

TIME: (Beginning: _____) (Ending: _____)

_____ Signature indicates acceptance of time and date

FRANKLIN CITY SCHOOLS

EVALUATION FORM

Page ___ of ___

MEMBER: _____ SCHOOL YEAR: _____

ASSIGNMENT: _____ BUILDING: _____

DATES OF OBSERVATIONS: _____ CURRENT CONTRACT STATUS: _____

**

RATING SCALE

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

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

NARRATIVE DESCRIPTION OF ALL CATEGORIES RATED ABOVE OR BELOW EFFECTIVE:

MEMBER'S SIGNATURE _____ DATE _____

ADMINISTRATOR'S SIGNATURE _____ DATE _____

CONTRACT RECOMMENDATION (Circle): ONE TWO CONTINUING NONRENEWAL

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

ARTICLE 17 — VACANCIES, TRANSFERS AND REASSIGNMENTS

A. Vacancies — Definition

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

B. Postings

1. Positions open during the year shall be filled on a temporary basis and then posted in accordance to (2) below for permanent filling for the following year.
2. After April 30 of each school year, vacancies shall be posted 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 a reduction in force, the following final summative evaluation ratings shall be considered to be comparable:
 - i. Accomplished
 - ii. Skilled
 - iii. Developing
 - iv. Ineffective

B. Procedures for Reduction

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

C. Recall Procedures

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

- a. A member having continuing contract, by seniority.
 - b. A member having limited contract, by seniority.
2. A member whose continuing contract is suspended will have the right to restoration of continuing service status if and when a position for which he/she is certified becomes available.
 3. Any member whose contract is suspended shall be placed on a recall status for twenty-four (24) months. If a vacancy occurs in such a member's area of certification, he/she will be offered the vacancy before outside applicants are considered.
 4. No new member shall be hired in a bargaining unit position until all eligible, laid-off members have been offered such position.
 5. Involuntary transfer of an employed member will not be used to create an opening for a specific member on the RIF list or to prevent the recall of a member on the list.
 6. A member on recall status shall keep the superintendent informed of his/her current address, any name change and telephone number.
 7. A member notified of recall to a vacancy may turn down the first offered vacancy, allowing the superintendent to offer said vacancy to the next member on recall list who is certified to fill said vacancy. The member making the turndown will retain his/her position on the recall list. If a member refuses recall to another vacancy, said member's name shall be removed from the recall list.
 8. Notification of recall shall be by certified mail at the member's last known address. A member who does not respond to a recall within fifteen (15) days after posting by certified mail shall forfeit any right of recall.
 9. A member shall be able to maintain insurance benefits during the time on the recall list, provided the member pays the cost of the insurance premium to the board's treasurer, monthly, in advance.

D. Notice of Contract Suspension

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

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

ARTICLE 19 — SCHOOL PROCEDURES

A. Advisory Council

Within each school building there will be an advisory council.

1. Membership:

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

2. Purpose:

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

3. Meetings:

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

B. Administrative Procedures and Policies

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

C. Building Data

The following information shall be 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 policy 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 \$25.00 per hour for any committee work which extends beyond the contract day. The administration shall designate whether a committee is a paid committee or a volunteer committee when establishing the committee.
- B. In-service and Staff Development Committee

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

ARTICLE 26 — DRESS AND GROOMING

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

ARTICLE 27-- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

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

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

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

ARTICLE 28 – 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-five percent (25%) of the member's accumulated but unused sick leave to a maximum of seventy-five (75) days in a school year at his/her per diem rate at the time of retirement. Severance pay shall be paid to a party named by the member in the event of the death of a member.

- B. The Board will sponsor and implement a Section 403(b) Plan which will allow retiring members in the Covered Group tax shelter their severance pay and retirement incentive. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.
- C. Retirees as of May 1, 2008 and after, as members of the Covered Group will have their severance pay and retirement incentive deposited into the Section 403(b) Plan sponsored by the Board.
- D. Any amounts of money exceeding the current annual 415 limit for the Section 403(b) Plan will have additional monies paid in the Section 403(b) Plan at the maximum contribution level allowed by Section 415 for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in January and June of the year following retirement.

ARTICLE 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).

- I. 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.

- II. 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 pro-rated 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. For the 2023-2024 school year, there will be a 1.5% increase on the base salary, making it \$45,955.00.
- B. For proper placement on the salary schedule, the member being employed shall furnish an official transcript of credits, a valid teaching certificate and, if armed forces credit is to be granted, a copy of discharge or Separation Form 214, to the treasurer of the board. Upon submission of such information, the member shall immediately be moved to the proper placement on the salary schedule, retroactive to the beginning of that member's contract year.
- C. Failure of a member to provide proper certification/licensure could result in withholding of pay and/or dismissal.
- D. Full Credit on Salary Schedule for Years of Experience
 1. A member new to the district shall be given credit on the salary schedule for years of teaching experience, to a maximum of ten (10) years, within the state accredited private, public or parochial schools, pursuant to ORC.
 2. A year's credit is given for one hundred-twenty (120) days or more of teaching experience in a given year.
- E. Credit for Additional Hours

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

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

FRANKLIN CITY SCHOOLS
2023-2024 CERTIFIED SALARY SCHEDULE
Effective August 1, 2023

Step	DEGREE	150 HRS	MA	MA+30
0	\$45,955	\$48,253	\$50,551	\$52,848
	1.0000	1.0500	1.1000	1.1500
1	\$47,908	\$50,344	\$52,871	\$55,376
	1.0425	1.0955	1.1505	1.2050
2	\$49,861	\$52,435	\$55,192	\$57,903
	1.0850	1.1410	1.2010	1.2600
3	\$51,814	\$54,526	\$57,513	\$60,431
	1.1275	1.1865	1.2515	1.3150
4	\$53,767	\$56,617	\$59,833	\$62,958
	1.1700	1.2320	1.3020	1.3700
5	\$55,720	\$58,708	\$62,154	\$65,486
	1.2125	1.2775	1.3525	1.4250
6	\$57,674	\$60,798	\$64,475	\$68,013
	1.2550	1.3230	1.4030	1.4800
7	\$59,627	\$62,889	\$66,796	\$70,541
	1.2975	1.3685	1.4535	1.5350
8	\$61,580	\$64,980	\$69,116	\$73,068
	1.3400	1.4140	1.5040	1.5900
9	\$63,533	\$67,071	\$71,437	\$75,596
	1.3825	1.4595	1.5545	1.6450
10	\$65,486	\$69,162	\$73,758	\$78,124
	1.4250	1.5050	1.6050	1.7000
11	\$67,439	\$71,253	\$76,079	\$80,651
	1.4675	1.5505	1.6555	1.7550
12	\$69,392	\$73,344	\$78,399	\$83,179
	1.5100	1.5960	1.7060	1.8100
13	\$71,345	\$75,435	\$80,720	\$85,706
	1.5525	1.6415	1.7565	1.8650
14	\$73,298	\$77,526	\$83,041	\$88,234
	1.5950	1.6870	1.8070	1.9200
15	\$75,251	\$79,617	\$85,361	\$90,761
	1.6375	1.7325	1.8575	1.9750
18	\$75,826	\$80,665	\$86,524	\$92,025
	1.6500	1.7553	1.8828	2.0025
20	\$77,204	\$81,708	\$87,682	\$93,289
	1.6800	1.7780	1.9080	2.0300
22	\$78,183	\$82,742	\$88,845	\$94,552
	1.7013	1.8005	1.9333	2.0575
25	\$79,157	\$83,799	\$90,003	\$95,816
	1.7225	1.8235	1.9585	2.0850
30	\$81,111	\$85,867	\$92,324	\$98,344
	1.7650	1.8685	2.0090	2.1400

ARTICLE 36 — SUPPLEMENTAL CONTRACTS AND SALARIES

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

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

**FRANKLIN CITY SCHOOLS
ATHLETIC SUPPLEMENTAL SALARY INFORMATION**

Sport	2023-2024
Football	
Head Coach	\$ 8,829
Offensive Coach	\$ 6,474
Defensive Coach	\$ 6,474
Asst 1	\$ 5,885
Asst 2	\$ 5,885
Asst 3	\$ 5,885
Freshman	\$ 4,709
Asst. Freshman	\$ 3,531
Head Coach 8th	\$ 4,120
7th Grade Head Football Coach	\$ 4,120
Asst. JH (8th)	\$ 2,943
7th Grade Football Asst. Coach	\$ 2,943
Boys Soccer	
Head Coach	\$ 6,474
Jr. Varsity	\$ 3,531
Varsity Asst	\$ 1,530
Girls Soccer	
Head Coach	\$ 6,474
Jr. Varsity	\$ 3,531
Varsity Asst	\$ 1,530
Volleyball	
Head Coach	\$ 6,474
Jr. Varsity	\$ 3,531
Varsity Asst	\$ 1,530
8th	\$ 2,943
7th	\$ 2,943
Girls Tennis	
Head Coach	\$ 3,531
Boys Tennis	
Head Coach	\$ 3,531

**FRANKLIN CITY SCHOOLS
ATHLETIC SUPPLEMENTAL SALARY INFORMATION**

Sport	2023-2024
Girls Golf	
Head Coach	\$ 3,531
Jr. Varsity	\$ 2,354
Boys Golf	
Head Coach	\$ 3,531
Jr. Varsity	\$ 2,354
Boys Cross Country	
Head Coach	\$ 3,531
JH	\$ 2,354
Girls Cross Country	
Head Coach	\$ 3,531
JH	\$ 2,354
Cheer Football	
Head Coach	\$ 2,472
Jr. Varsity	\$ 2,237
9th	\$ 1,177
8th	\$ 1,177
7th	\$ 1,177
Cheer Basketball	
Head Coach	\$ 2,472
Jr. Varsity	\$ 2,237
9th	\$ 1,177
8th	\$ 1,177
7th	\$ 1,177

**FRANKLIN CITY SCHOOLS
ATHLETIC SUPPLEMENTAL SALARY INFORMATION**

Sport	2023-2024
Boys Basketball	
Head Coach	\$ 8,829
Jr. Varsity	\$ 4,709
Varsity Asst	\$ 1,530
9th	\$ 4,121
8th	\$ 3,531
7th	\$ 3,531
Girls Basketball	
Head Coach	\$ 8,829
Jr. Varsity	\$ 4,709
Varsity Asst	\$ 1,530
9th	\$ 4,120
8th	\$ 3,531
7th	\$ 3,531
Wrestling	
Head Coach	\$ 6,474
Jr. Varsity	\$ 1,766
Varsity Asst	\$ 3,296
Head Coach JH	\$ 2,943
Asst. JH	\$ 1,766
Bowling - Boys	
Head Coach B&G	\$ 3,531
VA B&G	\$ 2,354
Bowling - Girls	
Head Coach B&G	\$ 3,531
VA B&G	\$ 2,354
Swimming	
Head Coach B&G	\$ 3,531
VA B&G	\$ 2,354

**FRANKLIN CITY SCHOOLS
ATHLETIC SUPPLEMENTAL SALARY INFORMATION**

Sport	2023-2024
Str and Cond.	
Fall	\$ 530
Winter	\$ 530
Spring	\$ 530
Summer	\$ 530
Baseball	
Head Coach	\$ 6,474
Jr. Varsity	\$ 3,531
Varsity Asst	\$ 1,530
9th	\$ 1,177
8th	\$ 589
7th	\$ 589
Softball	
Head Coach	\$ 6,474
Jr. Varsity	\$ 3,531
Varsity Asst	\$ 1,530
9th	\$ 1,177
8th	\$ 589
7th	\$ 589
Boys Track	
Head Coach	\$ 5,297
Jr. Varsity	\$ 3,767
Head Coach JH	\$ 2,707
Asst. JH	\$ 1,766
Girls Track	
Head Coach	\$ 5,297
Jr. Varsity	\$ 3,767
Head Coach JH	\$ 2,707
Asst. JH	\$ 1,766
Lacrosse	
Head Coach	\$ 4,709
Varsity Asst	\$ 2,354

**FRANKLIN CITY SCHOOLS
ACADEMIC SUPPLEMENTAL SALARY INFORMATION**

Academic Activity	2023-2024
Academic Clubs	
Art Club	\$ 589
Spanish Club	\$ 589
French Club	\$ 589
French National Honor Society	\$ 589
National Honor Society	\$ 1,295
National Spanish Honor Society	\$ 589
SADD Club	\$ 589
Freshman Class Advisor	\$ 589
Sophomore Class Advisor	\$ 589
Junior Class Advisor	\$ 1,766
Senior Class Advisor	\$ 1,766
Ohio Math League	\$ 471
Envirothon	\$ 1,766
English Department Leader	\$ 1,177
Math Department Leader	\$ 1,178
Science Department Leader	\$ 1,177
Social Studies Department Leader	\$ 1,177
Special Education Department Leader	\$ 1,177
World Language Department Leader	\$ 1,177
Student Government Advisor	\$ 1,766
Academic Competition Advisor - CO	\$ 1,764
Yearbook Advisor (Gets 1 free period)	\$ 1,177
Detention Supervisor	\$ 1,766
Flag Corps & Winter Guard	
Flag Corps/Color Guard (Fall)	\$ 2,825
Flag Corps/Color Guard (Winter)	\$ 2,825
Thespian	
Thespian Club	\$ 589
Construction of Production Sets (Spring)	\$ 943
Construction of Production Sets (Fall)	\$ 943
Assistant Fall Play Director	\$ 1,884
Vocal Music Director	\$ 2,354

**FRANKLIN CITY SCHOOLS
ACADEMIC SUPPLEMENTAL SALARY INFORMATION**

Academic Activity	2023-2024
Orchestra Leader/Spring Musical	\$ 942
Assistant Vocal Music Director/Spring Musical Music Director	\$ 1,177
Vocal Music Director/Spring Musical - CO	\$ 1,178
Vocal Music Director/Spring Musical - CO	\$ 1,178
Fall Play Director	\$ 2,354
Winter Play Director	\$ 2,354
Assistant Winter Play Director	\$ 1,884
Band	
Assistant Band Director	\$ 1,766
Ass.t Marching Band Director	\$ 1,766
Pep Band Sponsor	\$ 2,354
Junior High Clubs and Organizations	
Junior High Student Government	\$ 1,177
Junior High Art Club	\$ 942
Junior High Yearbook	\$ 2,001
Junior High Newspaper	\$ 589
Junior High National Honor Society	\$ 588
Junior High Play Director	\$ 1,413
Junior High Detention Monitor	\$ 1,177
Junior High Math Dept. Leader	\$ 824
Junior High ELA Dept Leader	\$ 824
Junior High Science Dept. Leader	\$ 824
Junior High Social Studies Dept. Leader	\$ 824
Elementary Club and Organizations	
6th Grade Camp Coordinator	\$ 1,177

SECTION V – LENGTH OF CONTRACT

ARTICLE 37 DURATION

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SECTION VI – FORMS

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APPENDIX A

Labor Management Committee Procedures

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

Representation

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

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

Meeting Schedule and Agenda

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

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

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

Minutes

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

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

General Guidelines

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

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

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

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

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

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

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

Table Topics

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

Annual Evaluation

The LMC shall annually evaluate its effectiveness.

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

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

GRIEVANCE DECISIONS

Level One (Formal) Decision _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative

Level Two (Formal) Decision _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative

Level Three (Formal) Decision _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative

WHERE DECISIONS REQUIRE ADDITIONAL SPACE, ATTCH AS NECESSARY.

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

Copies: Grievant, Principal, Superintendent, FEA

SICK LEAVE BANK APPLICATION

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

With my signature below I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Franklin City Board of Education, the Franklin Education Association, the SBC, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

Signature

Date

APPLICATION TO JOIN SICK LEAVE BANK

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

Signature

Date

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.

1. 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 (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

- 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.

Your Summary of Benefits



**Educational Purchasing Council - Franklin
Blue Access® (PPO)
Effective October 1, 2018**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$300	\$200/\$400
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$2,000/\$4,000
Physician Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections: <ul style="list-style-type: none"> o allergy testing 	\$20/\$20 10%	30% 30%
Preventive Care Services Services include but are not limited to: <ul style="list-style-type: none"> o Medical History o Mammography¹ o Pelvic Exams o Pap testing o PSA tests o Immunizations¹ o Annual diabetic eye exam o Annual Vision and Hearing exams 	No copayment/coinsurance	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> o facility/other covered services (copayment waived if admitted) Urgent Care Center Services	\$100 \$50	\$100 \$50
Inpatient and Outpatient Professional Services	10%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> o 60 days for physical medicine/rehab o 100 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> o Surgery and administration of general anesthesia 	10%	30%

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Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services Including but not limited to: <ul style="list-style-type: none"> Home Care Services 30 visits non network (excludes IV Therapy) Certain diagnostic outpatient services Hospice Care Ambulance Services 	10% 10% No copayment/coinsurance	30% 10% No copayment/coinsurance
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits) Limits apply to: <ul style="list-style-type: none"> Physical/Occupational Therapy: 60 visits Spinal Manipulation Therapy: 12 visits Speech Therapy: 20 visits 	Copayments based on place of service	Copayments based on place of service
Medical Supplies, Equipment and Appliances	20%	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Office Services (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	10% 10% \$20/\$20 10%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> Except Kidney and Cornea transplants³ 	No copayment/coinsurance	50%
Prescription Drugs: Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance excluding allergy testing (Network).
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- No copayment/coinsurance means no deductible/copayment/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.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetric/gynecology, geriatric or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Your Summary of Benefits

- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – unlimited visits/Calendar Year and unlimited visits/lifetime.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:

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.

Pre-existing Exclusion Period. none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Here's an overview of your CVS Caremark benefits.

Franklin City Schools PPO 10/01/2018

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 CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	Long-Term Medicines CVS Caremark Mail Service 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.	\$10 for a generic medicine	\$20 for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	\$20 for a preferred brand-name medicine	\$40 for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	\$30 for a non-preferred brand-name medicine	\$60 for a non-preferred brand-name medicine
Refill Limit	One initial fill plus one refill for long-term medications	None
Annual Deductible	N/A	
Maximum Out-of-Pocket	\$3,000 per individual / \$6,000 per family	
Out-of-Network Claims	Prescriptions filled at out-of-network pharmacies will be reimbursed at 50% of the cost of the claim.	
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.	
Specialty Medicines	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.	

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.

7471-WKL-MCHOICE_MOOP_SP_CUSTOM-0617

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.

Your Summary of Benefits



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**Educational Purchasing Council – Franklin
Lumenos Health Savings Account
Effective January 1, 2020**

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
Out-of-Pocket Limit	Single: \$2,000 Family: \$4,000	Single: \$8,000 Family: \$16,000
Physician Home and Office Services <ul style="list-style-type: none"> Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams	NCS	30%
Emergency and Urgent Care <ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	0%	30%
Blue 7.6		

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Your Summary of Benefits

Notes:

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
- Network and non-network deductible, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 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.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount.
- Private Duty Nursing – unlimited visits/Calendar Year.
- Wigs limited to 1 per benefit period.

¹ We encourage you to review the Schedule of Benefits for limitations.

Recertification:

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.

Pre-existing Exclusion Period: none

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Here's an overview of your CVS Caremark benefits.

Franklin HSA 01/01/2020

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	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	Long-Term Medicines CVS Caremark Mail Service 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.	\$0 copay after deductible for a generic medicine	\$0 copay after deductible for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	\$0 copay after deductible for a preferred brand-name medicine	\$0 copay after deductible for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	\$0 copay after deductible for a non-preferred brand-name medicine	\$0 copay after deductible for a non-preferred brand-name medicine
Refill Limit	N/A	
Annual Deductible	\$2,000 per individual / \$4,000 per family	
Maximum Out-of-Pocket	\$2,000 per individual / \$4,000 per family	
Out-of-Network Claims	Prescriptions filled at out-of-network pharmacies will be reimbursed at 50% of the cost of the claim.	
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.	
Specialty Medicines	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.	

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