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# **Negotiated Agreement**

**Between**

**Jackson City Board of Education**

**And**

**Jackson City Education Association**

**Effective  
June 30, 2011  
Through  
July 31, 2014**

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## **Article 1—Recognition**

1. The Jackson City Board of Education (hereinafter referred to as the “Board”) recognizes the Jackson City Education Association, OEA/NEA (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all certified personnel on regular, limited, or continuing contracts and full-time tutors and substitute teachers employed on a continuous basis for sixty (60) days or more. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.
2. Excluded from the unit shall be the Superintendent, principals, assistant principals, supervisors, psychologist, Athletic Director, casual and day-to-day substitutes and aides.  
  
Supervisors are defined as those employees who have the right to hire, fire, discipline, discharge or to effectively recommend such action. A list of supervisors or supervisory personnel will be supplied to the Association on or before September 30<sup>th</sup> each year.
3. The recognition granted herein shall be valid for the duration of the contract providing the Association maintains a membership in accordance with Collective Bargaining Law 4117.05. The Association will provide to the Treasurer of the Board evidence of such majority membership. Said evidence shall be in the form of individually signed membership forms that will include the employee’s name and address. Said evidence shall be submitted to the Treasurer by December 15<sup>th</sup> of each year.
4. Authorization of payroll deductions for the Association dues will be finalized by September 1<sup>st</sup> except for new employees hired after that date.

## **Article 2—Management Rights**

The Board on its own behalf and on behalf of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio except as expressly modified by the specific terms and provisions of this agreement.

## **Article 3—Grievance Procedure**

- A. Definitions
  1. A complaint is defined as the verbal statement of the problem for which Level I under Section C “procedure” will apply.
  2. A grievance is defined as the written statement of the alleged violation for which Level II under Section C “procedure” will apply.

3. A grievance is an alleged violation, misinterpretation or misapplication of the written negotiated agreement between the Association and the Board of Education.
4. A Grievant is an employee or group of employees in the bargaining unit, or the Association, alleging a violation, misinterpretation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of similar circumstances affecting each member of said group.
5. The Party in Interest is the party or parties with whom the Grievant has a complaint or possible grievance.
6. The grievance procedure is a method by which the alleged violation, misinterpretation, or misapplication of the written negotiated agreement can be resolved at the lowest administrative level possible. No reprisals shall be taken against any grievant, administrator or Board member as a result of his/her participation in, or identification with, the grievance procedure.
7. If a grievance affects a group of bargaining unit members, the grievance may be filed at Level III, if Level II is mutually agreed to be inappropriate by both the administrators and the Association.
8. Days as used in this grievance procedure shall be defined as bargaining unit member working days during the regular school year, or other days when the central office is open, (excluding Saturdays, Sundays, and legal holidays) and should be considered maximum unless documented as mutually extended.
9. The failure of a grievant(s) to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.
10. During the term of this Agreement, no grievant may be represented by any other organization than the Jackson City Education Association in the grievance procedure initiated pursuant to this procedure. The Association shall have the right to be present for the adjustment of all grievances.

B. Rights and Restrictions

1. Nothing contained in this procedure shall be construed as limiting the right of any member of the bargaining unit having a complaint or problem to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without having the intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of this contract.

2. Every member of the bargaining unit shall have the right to present a grievance according to the terms of this procedure. All participants in the grievance procedure shall be free from coercion, interference, discrimination, restraint, and reprisal.
3. If a grievance is not initiated within twenty (20) days after the aggrieved knew or should have known of the event or condition on which the grievance is based, the grievance shall be considered forever waived.
4. In a situation where an alleged violation of the negotiated agreement has reoccurred, after documented agreement has been forged between the Party of Interest and the Grievant, the following provisions apply. The next level of grievance will be applied within ten days of a second discussion at the level where both parties reached agreement originally.
5. A grievance may be withdrawn at any level without prejudice.
6. Time limits specified herein may be altered by mutual agreement of the parties.

C. Procedure

1. Level I – Informal

The aggrieved shall first identify and discuss the grievance with his/her immediate supervisor or Principal with the objective of resolving the matter informally. In meeting with his/her supervisor, the grievant shall inform the supervisor that he/she wishes to discuss a complaint upon which a formal grievance may be filed. The grievant may do this alone or with his/her Association representative

2. Level II – Formal

In the event the aggrieved is not satisfied with the discussion at Level I, he/she shall file the grievance in writing within five (5) days after the receipt of the decision rendered at the informal hearing. Within ten (10) days of filing, the Principal shall initiate a hearing to investigate the grievance.

The hearing may include the party of interest, the aggrieved, an Association representative, and any other person who may be needed to give information as to the grievance. The Party in Interest shall also have the right to witness(es). Within five (5) days of the hearing of the grievance, the Principal shall render a written decision which shall include the reasons for this decision.

3. Level III

In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days

from the date of conclusion of the hearing of the grievance by the Principal; the grievant or his/her Association representative may within ten (10) days of receipt of the Level II answer may request, in writing, a meeting with the Superintendent.

The Superintendent or his designated central office representative shall within ten (10) days of receipt of the grievance, conduct a hearing concerning the grievance. The hearing shall include the parties as stated in Level II, and the Superintendent or his designated central office representative will issue his decision along with his reason, in writing, as to the disposition of the grievance to the aggrieved, the Party in Interest, the grievance chairman, and the building Principal involved. The Superintendent shall issue his decision by mailing it or by hand delivering it within ten (10) days after the Level III hearing. If the decision is not timely issued, the grievance shall automatically be considered advanced to the next level of arbitration. All individuals receiving copies of the decision are subject to and shall comply with the section below on Records.

4. Level IV

Within ten (10) days after receiving the decision of the Superintendent or his designated representative, the aggrieved with concurrence of the Association, may appeal the decision by notifying the Superintendent in writing that he/she wishes to file for arbitration pursuant to the American Arbitration Association (AAA) according to their rules and regulations.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the issue (s) submitted for arbitration and shall have no authority to decide any other issues (s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, not limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of the law. The arbitrator shall issue his decision on the grievance in writing. The Association, the aggrieved, the Superintendent, and the Board shall be bound by the arbitrator's decisions.

Nothing in this contract shall be construed to deny the individual, the Association, or its representative(s) the right to seek redress by law or any appropriate agency provided, however, that if the aggrieved elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings under the Grievance Procedure.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence, shall be borne as follows: the cost of the arbitrator shall be shared by the Board and the Association.

D. Records

Forms for filing and processing grievances shall be designated by the Superintendent and the grievance committee.

Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties to the grievance as the grievance proceeds. In addition, one copy of each shall be retained in a grievance file. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any participants.

An official closed file of the materials pertaining to a grievance shall be established by the Board Treasurer upon resolution or withdrawal of the grievance. This file shall be opened only in the presence of the Superintendent and the President of the Association, and they shall determine if the records are complete.

E. Miscellaneous Provisions

No teacher shall file a grievance later than twenty (20) days after the effective date of separation from service.

While a grievance is in the process of resolution, records of the grievance proceedings shall be confidential information and shall not be divulged except as necessary in the orderly processing of the grievance.

#### **Article 4—Association Rights and Activities**

Insomuch as the Jackson City Education Association is recognized as the sole organization representing certified employees, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.

The Board therefore authorizes the Association:

1. To use the facilities of any building for meetings without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
2. To use Board-owned equipment including typewriters, calculators, duplicating equipment, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies such as duplicating and typing paper, duplicating masters and stencils, will be supplied by the Association.

3. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletter, or other circulars.
4. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.
5. To use telephones in any building to carry out Association business. No fees or toll call charges shall be charged to a school phone. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.

### **Article 5—Evaluation Procedures**

The provisions of this article expressly supersede O.R.C. 3319.11 and 3319.111.

One of the primary objectives of the evaluation procedure shall be the improvement of instruction for the pupils who are enrolled in the Jackson City Schools. In order to facilitate the accomplishment of this objective, and others, the following has been established:

1. Class observations and subsequent reporting and evaluation shall be conducted only by building principals, assistant principals, or other administrators or supervisors who possess a Master's Degree and the appropriate administrative or supervisory certificate/license. Each observation required will consist of not less than thirty consecutive minutes.
2. Each class observation shall be followed by a "Report of Class Observation" on the prescribed form, a copy of which will be given to the teacher within five (5) working days of the observation. An observation conference shall be held within five (5) working days of the classroom observation unless the principal or teacher is absent from school or unless there are extenuating circumstances.

In the event a teacher disputes the contents of the written evaluation, the teacher shall state his/her objections in writing within twenty (20) calendar days of the written evaluation conference and have it attached as a permanent addendum to the personnel file copy. Class observation reports are to be used as part of the formal evaluation.

Written evaluations shall be returned to the teacher within ten (10) working days of the evaluation conference.

3. Formal evaluations shall be held as follows:
  - a. ALL TEACHERS – Each teacher should be evaluated at least once every year. The first evaluation shall be based upon at least one observation.
  - b. TEACHERS WITH EXPIRING CONTRACTS – Each teacher whose contract is expiring shall be evaluated at least 2 times during

the school year with at least thirty (30) calendar days between the first and second evaluation. Each evaluation shall be based upon at least one (1) observation. There shall be at least ten (10) days between the second and any additional evaluations.

Evaluations of all teachers shall be completed by April 15<sup>TH</sup> of each year.

4. Additional evaluation conferences and/or classroom observations may be held at the discretion of the Principal or upon the request of the teacher.
5. Each of the evaluations or observation conferences shall be performed in an interview setting. A copy of the form “An Evaluation of Teacher Performance” shall be signed by both the teacher and the evaluator. This copy shall be included in the teacher’s file. The teacher’s signature shall indicate that he/she is fully aware of the contents of the written appraisal and he/she has received a copy. The teacher’s signature shall not be interpreted as the teacher’s agreement with the contents of the appraisal report. In the event a teacher disputes the written results of the appraisal, the teacher shall state his/her objections in writing and attach such as a permanent addendum to the evaluation form within twenty (20) calendar days of the written evaluation conference.
6. In any case where a teacher is appraised as (1) “unacceptable” or (2) “needs improvement” the evaluator shall make written plans for improvement on the evaluation form. A written report of the results of the evaluation includes:
  - a. Specific recommendations regarding any improvements needed in the performance of the teacher being evaluated; and
  - b. The means by which the teacher may obtain assistance in making such improvements.
7. At least one class observation in each school year shall be accomplished only after the teacher being visited has been given twenty-four (24) hours notice. All other class observations may be accomplished with or without prior notice.
8. Within ten (10) calendar days after receiving written plan(s) for improvement, the teacher may request that observations of classroom performance be completed by at least two (2) evaluators on separate occasions.
9. For entry-year teachers who receive written plan(s) for improvement, the principal shall schedule a meeting with the teacher, the superintendent, and a union representative. Failure to hold such a meeting shall not be a reason to grieve a teacher’s nonrenewal.
10. Article 5 shall be submitted to an on-going committee composed of three (3) Association members and three (3) Administrators to review and revise the Evaluation instrument and to make recommendations for Article 5.

Recommendations for Article 5 will be submitted to the Negotiation Teams for final agreement and any agreed upon revised evaluation instrument shall be included as an appendix to this contract.

## **Article 6—Termination, Suspension, and Non-Renewal of Teaching Contracts**

The provisions of this Article shall specifically supersede the provisions of law regarding evaluations and nonrenewal of teachers, including O.R.C. 3319.11 and 3319.111.

1. Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.
2. Suspension of the contract of a teacher whose professional services are not needed due to a decrease in enrollment or the discontinuation of programs shall be according to the Reduction in Force provisions of this Agreement.
3. Non-renewal of a teacher's regular limited contract shall be based on a teacher's lack of ability or degree of professional competency as determined by the performance evaluation. The Administration shall thoroughly investigate to ascertain facts; judiciously consider relevant mitigating factors such as length of service and quality of service, prior to non-renewal.
4. A full written record of the evaluation of a teacher's professional service shall be maintained prior to any action of dismissal. Copies of such information shall be made available by the Administration to said teacher.
5. When a teacher is non-renewed by the Board, the Board shall notify the teacher of such action on or before April 30.
6. The teacher may request written reasons for the nonrenewal by filing a written request for such reasons with the Superintendent. The teacher's request for reasons shall be filed with the Superintendent within ten (10) working days of the receipt of the notice of nonrenewal. The Superintendent shall provide the teacher with written reasons within ten (10) working days of the request for reasons.
7. A teacher may request a formal hearing before the full Board to offer reasons against such action. A written request for said hearing shall be submitted to the Board Treasurer within ten (10) working days of receipt of the Board's intent.
8. The hearing shall be arranged for within ten (10) working days of the date of receipt of the written request. The Association shall be notified of the hearing and shall have the right to have representation present at said hearing. The Board will render a written decision within five (5) days based on the facts of the hearing as to the Board's intent. Copies of the said decision shall be sent to the teacher, the

Superintendent, and the Association. Failure to follow the above procedure shall be grounds for a grievance, but challenges to substance of the evaluations or reasons for nonrenewal shall not be grieved or appealed to court.

9. This policy shall not be construed to limit any professional legal right of the Board or teacher involved in obtaining due process.

### **Article 7—Contractual Status**

- A. For entry-year teachers' contract sequence shall be 1-1-2-2-3. For all other persons hired by the district, the contract sequence shall be 1-2-3. Deviations from this normal contract sequence shall be for unacceptable job performance only.

No more than three (3) one (1) year limited contracts shall be awarded any individual teacher during his/her employment with the district.

A teacher for whom a second or third one (1) year limited contract is recommended and who is currently working under the final year of a multi-year limited contract shall be provided by his/her Principal or supervisor a written summary of performance areas judged to be unacceptable or needs improvement and specific suggestions for improvement in those areas. This document shall be delivered by the end of the current school year, with a copy of it sent to the JCEA President and a copy attached to the one (1) year limited contract.

- B. A teacher who is completing the final year of a multi-year limited contract and who has received evaluations rated competent or above from the administration during the term of the contract will be given a continuing contract. The following conditions must be met:
  1. By September 15, a teacher entering the final year of his/her limited contract must provide the following information to the Superintendent:
    - a. The form requesting consideration for continuing contract (Appendix C), and
    - b. Written documentation showing proof of eligibility for a continuing contract by certification/licensure along with evidence of the additional coursework completed (for continuing contract eligibility).
  2. The teacher must have been a full-time employee of the system for three (3) full years of teaching. (For teachers who have attained continuing contract elsewhere, the Board, upon recommendation of the Superintendent, may declare them eligible after two years of full-time employment.) and
  3. Have received the professional certificate/license prior to April 1.

A continuing contract may not be awarded to a teacher whose current limited contract is not up for renewal. An exception in this case would be a teacher entering the second year of a three (3) year contract who has fulfilled 1.-3. above and has filed his/her professional or permanent certificate/license with the Superintendent's office before the beginning of the school year.

- C. The Superintendent may recommend an extended limited contract for a teacher who is eligible for a continuing contract without first recommending the teacher for a continuing contract.
- D. This article supersedes R.C. Sections 3319.11, 3319.111, 3319.08, and any other applicable state law.

### **Article 8 —Contracts**

The Board shall provide each member of the instructional staff individually written contracts in keeping with provisions for the Ohio Revised Code and Board adopted policies. The provisions of such written contracts shall be enumerated in the subsections of this policy.

1. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid by supplemental contract.
2. Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to July 10. Any teacher planning to terminate his or her contract must give written notice prior to the Board of Education on or before June 30.
3. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
4. All teachers employed in the Jackson City Schools shall receive their contract salary over a twelve (12) month basis.
5. During the first year of a contract, the teachers shall be employed pursuant to a school calendar requiring a total of not more than one hundred eighty-two (182) days or more if required by state law. The number of instructional days shall be one hundred eighty-two (182) days or more if required by law. Any additional days will be subject to negotiations.
6. In performing his professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education and this negotiated agreement.

7. Each teacher before signing a contract shall have been notified as required by Section 3307.58 of the Ohio Revised Code as to his duties and obligations pertaining to the State Teachers Retirement System as a condition of his employment.
8. The President and Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties shall be made available to the teacher.
9. All teachers hired shall be given up to and through fifteen (15) years experience on the salary schedule which is in effect at the time their contract begins.

### **Article 9—Professional Personnel Records**

An employee's official personnel record shall be on file, at all times, in the office of the Superintendent. This record will include, but shall not be limited to:

1. Application for employment, including references
2. Teacher certificate(s)
3. Transcript of college credits showing the official record of degree granted (original or certified copy)
4. Record of any military service
5. Performance evaluation
6. Any awards, commendations, recognition, references
7. Employment contracts

A copy of all material placed in the file shall be signed, dated, and sent to the teacher when the original is placed in the file with the exception of items 1-5 above. The teacher shall have the opportunity to reply in writing to any material placed in his/her official personnel file and such reply shall be attached to the filed copy.

Anonymous letters or material shall not be placed in the personnel file, nor shall they be made a matter of record.

No disciplinary or employment action may be taken on the basis of any document or record not contained in this file. Any document pertaining to disciplinary action placed in the file shall be expunged within twenty-four (24) months from the date of entry if this documented action no longer bears on the teacher's classroom performance. The above procedure will be followed unless there is documentation or recurring disciplinary action of the same or similar nature.

Each teacher shall have the right upon written request to review all contents of his/her own personnel file. A representative of the Association may, at the member's request, accompany the member during such a review.

The confidentiality of the professional personnel file shall be maintained in accordance with the provisions of Section 149.43 of the Ohio Revised Code.

### **Article 10—Individual Rights**

The Board agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, religion, national origin, age, gender, ancestry, marital status, or handicap.

The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

The Board agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his or her contractual duties or does not bring the profession into disrepute.

The Board further agrees that members of the instructional staff may wear official insignia pins or other identification of membership in the Association.

### **Article 11—Reprimand/Suspension of Professional Staff**

#### **I. STANDARD**

Prior to imposing discipline the Administration shall thoroughly investigate to ascertain the facts, judiciously consider relevant mitigating factors, such as quality and length of service, prior to imposing discipline.

#### **II. DEFINITIONS**

Verbal Reprimand – shall be defined as a formal or official verbal admonishment issued for failure to comply with adopted bylaws and policies of the Board of Education (Jackson) or with the rules and regulations (Jackson). No written record shall be placed in an employee’s personnel file unless verbal reprimand is indicated on the document.

Written Reprimand – shall be defined as a written admonishment issued for failure to comply with adopted bylaws and policies of the Board of Education (Jackson) or with the rules and regulations (Jackson).

Suspension – shall be defined as the written notification of a certificated employee’s temporary removal from the usual workplace.

#### **III. IMPLEMENTATION**

The administration will inform the employee and/or Association Representative of reprimand meeting at least twenty-four (24) hours in advance and forty-eight (48) hours

prior to a suspension meeting. The notice shall include the date, time, purpose, and location of the meeting. A reprimand/suspension meeting shall be held in an administrator's or supervisor's office. At the meeting the Association and/or employee shall be given the opportunity to ask questions, comment, refute, or rebut.

The administrator or supervisor shall make a final determination to impose discipline as soon as possible, but no more than seventy-two hours (3 days) after the conclusion of the reprimand/suspension meeting.

Reprimand steps will be taken in order of presentation above: verbal preceding written, written preceding suspension. Violations of a severe or extreme nature may result in waiving of the preceding steps.

Each professional staff member and administrator shall have the opportunity to be accompanied by a person of his/her choice at a reprimand/suspension meeting.

No written record of a reprimand/suspension shall be placed in a professional staff member's personnel file unless prior notice is given to the employee.

The decision to suspend a certified employee shall rest with the Superintendent upon consultation with the building administrator. Suspension with reasons stated therein, shall be as follows:

1. First issue – one (1) day with or without pay
2. Second issue – up to five (5) days without pay
3. Third issue – up to ten (10) days without pay with recommendation to the Board for Termination

In incidents of severe or extreme nature the employee may be placed on administrative leave pending investigation. Administrative leave may be paid or unpaid pending the outcome of the investigation.

The Board recognizes that teachers should not be criticized in the presence of their peers, students, parents of students, or non-certified employees. The Board also recognizes that administrators should receive the same consideration as stipulated in this paragraph from certified staff. The employer will not impose discipline in the presence of their peers, students, parents of students, or non-certified employees, except the secretary to the Superintendent and an Association representative if requested by the teacher.

## Article 12 —Parental/Public Complaints

When a situation occurs in which a parent/member of the public has a complaint against a member of the Jackson City Schools certified/licensed personnel, the following steps should be followed:

1. A. The parent/member of the public will notify the Principal of the complaint. The parent's/member of the public's identity shall be disclosed to the bargaining unit member if the complaint involves:
  - i. abuse, harassment
  - ii. final grades
  - iii. student discipline
  - iv. classroom procedures that affect grades
  - v. threats

or any event of a serious nature that cannot be resolved at an informal discussion level. The name of the parent/member of the public shall be held strictly confidential by all parties. The Principal will discuss the complaint with the teacher\*. The Principal will act as the mediator to try to resolve the complaint at an informal level between parent/member of the public and teacher.
- B. If the complaint is not resolved at the informal level, the teacher or parent/member of the public will request a meeting involving the parent/member of the public, teacher, Principal, and/or other appropriate staff personnel at a mutually convenient time to discuss the complaint. The appropriate administrator shall meet with the bargaining unit member prior to the meeting with the parent/member of the public.
2. If it is not resolved at the building level, it may be appealed to the Superintendent.
3. If the situation is still not resolved, it may be appealed to the Board of Education's Personnel Committee.

In each of the above, a teacher may request and shall be informed of contemplated action and may be accompanied by a representative of his/her choosing at the Superintendent and Board level.

A conference regarding such complaints shall be kept private and confidential.

The Board and Association understand that the Superintendent and the Board cannot control the actions of parents or members of the public regarding when or where they air complaints. Yet, the Superintendent and the Board will make its best efforts to direct parents and members of the public to the building principal to resolve such complaints at the lowest possible level.

\*For the purpose of this article, the word “teacher” refers to all certified/licensed personnel who are bargaining unit members.

### **Article 13—Policy Affecting Employment**

It is agreed by both parties that there shall be no employment discrimination of any kind against any person because of such person’s membership or lack of membership in the Association; or because of such person’s activities, or lack thereof, on behalf of the Association; or because of such person’s race, color, creed, religion, national origin, age, gender, ancestry, marital status, or handicap.

Teachers shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility, and shall not prohibit consultation and direction by Board representatives. The right to academic freedom herein established shall include the right to support or oppose political cause and issues outside of the teaching role and the teacher’s school related activities and relationships.

### **Article 14—Protection of Teachers, Students, and Property**

- A. When in the judgment of a teacher, a student requires the attention of a counselor, pupil personnel services employee, school nurse, or other specialist; he will so inform his Principal. The Principal will arrange as soon as possible for a conference among himself, the teacher, and the specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- B. Physical force may be used by a teacher to protect himself or another teacher and/or student from possible injury, or in an extraordinary breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances.
- C. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their Principal or immediate supervisor in writing, giving in detail the circumstances thereof.
- D. This report will be forwarded to the Superintendent. The Superintendent will transmit such report to the Board forthwith. The Board and the Superintendent will comply with any request from such teacher for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the teacher in the event of a civil or criminal proceeding.

### **Article 15—Assault Leave**

Any bargaining unit member who sustains physical injuries as a result of a physical assault by any parent, student, or other person while in the course of performing professional duties for the Board of Education may request a temporary leave of absence to recuperate from the injuries sustained in the assault. If granted by the Board, the employee shall remain on the payroll as a regular employee and shall receive all benefits.

Assault leave shall be granted if the following provisions are fulfilled:

1. A certificated employee shall apply for Worker's Compensation. If Worker's Compensation benefits are allowed by the Bureau of Workers' Compensation, the board shall pay such employee for a period of up to thirty (30) contract days, the difference between the benefits received and the employee's regular salary. There shall be no deduction from the accumulated sick leave of the certified employee.
2. The staff member must make written application for leave.
3. The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability.
4. The staff member, if requested, shall consent to an examination by a Board designated physician at a reasonable time and place, and said physician concurs with the staff member's physician that the staff member is disabled and incapable of returning to service. The cost of the examination shall be paid by the Board.
5. The staff member shall agree to cooperate in pursuing any legal or police action against the individual (s) alleged to have committed the assault.

Should any professional staff member make a false application for and/or falsify any information within the provisions of this article, that staff member shall be subject to Board discipline, suspension, or termination.

### **Article 16 —Teaching Assignment**

- A. All teachers will be given written notice of their class and/or subject assignments and room assignments for the forthcoming year by July 10, if possible.

In the event that changes in such class and/or subject assignments, building assignments, or room assignments are proposed after July 10, all teachers affected will be notified in writing and, upon the request of the teacher, the changes will be reviewed by the Superintendent or his representative, and the teacher(s) so affected.

Should the affected teacher so request, a second review meeting will be held by the Superintendent, at which time the teacher may be accompanied by a representative of his/her choice.

- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major and minor fields of study.

- C. Schedules of teachers who are assigned to more than one school building will be arranged so that no such teacher will be required to engage in an excessive amount of interschool travel. Such teachers will be notified of any changes in their schedules.
- D. Teacher Responsibilities
  - 1. Facilitate Learning
    - a. Teach subject matter in accordance with curriculum and course of study.
    - b. Maintain environment conducive to learning.
    - c. Chart individual student progress and maintain adequate records.
    - d. Develop communicative relationship with peers, administrative personnel, and parents regarding student progress.
    - e. Develop day-to-day and long-range plans to be used by teacher or substitute. Plans shall be available for periodic checking by the building Principal or appropriate supervisor.
    - f. Teachers are expected to report daily at the time assigned at each building. Any absences shall be reported to the designated person in each building at the appropriate time specified in the teachers' handbook.
  - 2. Manage the Classroom
    - a. Foster discipline conducive to learning.
    - b. Maintain classroom records for reporting of group progress.
    - c. Supervise the use of supplies, materials, and equipment on hand and request those needed for future programs.
  - 3. Make Professional Decisions
    - a. Consult with other professionals as needed.
    - b. Participate in professional development activities and events including staff meetings.
    - c. Before changing accepted practice, procedure, or adopted Board policy, the bargaining unit member shall secure the appropriate level of approval before making the change.

### **Article 17—Vacancies, Transfers, Assignments**

- A. Vacancies
  - 1. A vacancy shall be defined as a job opening available for the next school year, which occurs due to retirement, resignation, death, non-renewal of contract, termination of contract, or creation of a new position.

Seniority will be computed from a teacher's most recent date of hire. (Date of hire is defined as the first paid day of employment.) When first paid day of

employment is identical, the most senior person will be determined by date and order of Board resolution of employment.

B. Posting Vacancies

1. Not later than April 1 and monthly thereafter of each school year, the Superintendent shall cause to be posted in all school buildings a list of known vacancies which will occur for the following school year. Vacancies that occur at other times shall also be posted. Vacancies or new positions that occur on or after August 1 shall be filled with new hires only. Such positions will be posted by April 1 of that school year for application by all qualified bargaining unit members in order to fill the positions for the following school year.
2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause to be posted a notice of same on a bulletin board in each school building for not less than five (5) working days before the position is filled.
3. During summer vacation, all vacancies shall be posted in the central administration office building. Notices will also be included in each bargaining unit member's paycheck providing the posting period coincides with the pay date. Unintentional human error in providing such notice in paychecks is not subject to the grievance procedure.
4. A copy of the posting will be provided to the Association President by sending a paper copy and an electronic mail.

C. Voluntary Transfer

1. A voluntary transfer is defined as a teacher initiated change in grade level, teaching assignment, building, or subject(s) taught which is a result of a vacancy.
2. Bargaining unit members who are applying for a vacancy will submit a written statement to the Superintendent. The interested candidate will be given an opportunity to present and discuss his/her qualifications with the Superintendent or his designee(s).
3. In acting on a request for voluntary transfer or filling a vacancy, the Superintendent shall review all applications considering the following criteria: Certification/licensure, prior evaluations, and recent and relevant experience and training. Among those that are qualified, the position shall be awarded to the most senior certified candidate unless a junior candidate is determined to be the best candidate based on the listed criteria.
4. After the successful candidate has been formally notified of their selection, the selection shall not be rescinded by the candidate or the Superintendent except for an emergency.

5. Bargaining unit members are typically entitled to not more than one voluntary reassignment per year. However, all bargaining unit members may apply for newly created positions.

D. Involuntary Transfer and/or Assignment

1. An involuntary transfer is defined as an employer initiated assignment.
2. If no employee applies for the vacant position, the employer may assign the least senior certified employee to a vacancy. However, qualifications to perform the duties, responsibilities and requirements of the positions under consideration will be the primary factors in determining involuntary transfers, along with Item 3.
3. Any assignment made pursuant to this article shall be in the best interest of the students in the school district.
4. Any employee involuntarily transferred shall be verbally notified by the building principal or Superintendent of the involuntary transfer, before a written notice of involuntary transfer is sent or given to the teacher. However, if the teacher is not available after repeated attempts to locate him/her, the Association President will be notified before the written notice is sent. The teacher shall be granted a conference with the Superintendent and/or building administrator to hear explanations for the transfer. At such conference, the bargaining unit member may be accompanied by an Association representative of his/her choice.
5. No employee shall be involuntarily transferred in an arbitrary or capricious manner.
6. Any employee involuntarily transferred has preferential rights to return to his/her previous position or similar position or school, within one (1) year, provided there is a need or posted vacancy with the certification the employee possesses.
7. Any employee involuntarily transferred shall be given written reasons for such transfer.

E. Vacancies — Supervisory Positions

1. The Board declares its general support of a policy of filling vacancies in supervisory positions from within its own teaching staff. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system may best be served by actively seeking and employing candidates from outside the district.
2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause to be posted a notice of same on a bulletin board in each school building for no less than five (5) working days before the position is filled. In filling vacancies, the

Superintendent will consider competency, qualifications, experience, length of service to the district, and other relevant factors. All new supervisory positions shall be posted with accompanying job descriptions.

3. Whenever a position is open employees shall be notified of the opening by posting as provided in this section. Interested employees may request a copy of the job requirements and shall have the right to apply for the position.
- F. All employees have a right to express an interest and apply for any position that may become open, but employees should understand that submission of an application does not guarantee placement in the position. Therefore to protect this right, the above process, if not followed, is subject to the regular grievance procedure as outlined in Article 3.

### **Article 18—Reduction in Force**

- A. Teachers may be laid off only when their positions are eliminated as a result of the following:
1. Lack of adequate funds to maintain existing programs;
  2. A substantial reduction in student enrollment which occurs in any one fiscal year, then a decision relative to RIF may be made by the end of the subsequent fiscal year;
  3. The discontinuance of a particular type of teaching service provided that such discontinuance is not for arbitrary or discriminatory reasons. In the event of loss of specially funded positions (non-general fund) the Board agrees to make every effort to reassign displaced teacher to general fund positions when general fund positions and funding exist.
  4. A bona fide consolidation of the school district with one or more other school districts.
- B. If the Board is contemplating the layoff of any teacher, it will so notify the Association by April 15 before the proposed effective date of the layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) business days after tendering the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is laid off will be notified in writing by April 30 before the effective date of the layoff. Such notice will include the proposed time schedule for and the reasons for the proposed action.
- C. Teachers facing layoff procedures may exercise the following rights:

1. A teacher who is notified that he/she is to be laid off will have the right to displace the least senior teacher whose work he/she is certified/licensed to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within ten (10) business days after a teacher is notified that he/she is to be laid off. Within five (5) business days after he receives such notification, the Superintendent will notify the least senior teacher that he/she has been displaced.
2. A teacher who is to be displaced pursuant to this section will have the same displacement rights vis-à-vis the least senior teachers so long as he/she is certified/licensed for the position.

D. Teachers' seniority will be determined and documented as stated below:

1. By October 15 of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the Board and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will at all times have posted in this office a current seniority list which will be available for inspection during the regular working hours by any teacher and/or the Association.
2. For the purpose of this article, seniority will be computed from a teacher's most recent date of hire. (Date of hire is defined as the first paid day of employment. When first day of employment is identical, the most senior person will be determined by date and order of Board resolution of employment). Seniority will continue to accrue during all paid leaves of absences and for a period of two (2) years from the effective date of the layoff. Seniority will not be broken by unpaid leaves of absences or employment by the Board in a position outside of the negotiating unit, but such time will not be counted in computing seniority. Should a reduction in force be necessary, teachers will be laid off in reverse order of their placement on the seniority list. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
3. For purposes of this article, the President of the Association will be deemed to have greater seniority than any other member of the negotiating unit, and the President Elect will be deemed to have seniority second only to that of the President.
4. Any bargaining unit member who leaves the bargaining unit to fill an administrative position within the district will lose all seniority on the bargaining unit's seniority list. If his/her administrative contract is discontinued due to RIF or any other reason, and the administrator holds a continuing teaching contract entitling him/her to return to the bargaining unit, the administrator will reenter the bargaining unit at the bottom of the continuing contract seniority list. However, if

the bargaining unit member reenters the bargaining unit within one calendar year of leaving the bargaining unit, then he/she will not lose his/her placement on the Association's seniority list. This paragraph will not apply for placement on the salary schedule.

- E. A teacher on a suspended limited contract shall have recall rights for a period of twenty-four (24) months. A teacher on a suspended continuing contract shall have unlimited recall rights.
1. If there is a vacancy in a bargaining unit position, laid off teachers who are certified/licensed to perform the work in question, will be recalled in order of seniority.
  2. Notice of recall will be sent by certified mail to the last address given to the Superintendent by those teachers who are certified/licensed for the positions. It is the teacher's responsibility to keep the Superintendent informed of his/her most current address. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within fourteen (14) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered. The most senior teacher who responds to the recall notice shall be hired for the position.
  3. Any teacher on a limited contact who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff, and any teacher on a continuing contract shall have unlimited recall rights unless he/she:
    - a. Waives his/her recall rights in writing;
    - b. Resigns;
    - c. Fails to accept recall to a substantially equivalent position for which he/she is certified/licensed;
    - d. Fails to report to work in a position that he/she has accepted within fourteen (14) days after receipt of the notice of recall unless such employee is sick or injured.
  4. Subject to the acceptance of each insurance carrier, the teacher will also be granted the right to remain a member of all employee group insurance policies for a period not to exceed twenty-four (24) months at the individual's expense after the contract is suspended.
- F. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to him upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his experience and education.

A teacher will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

- G. In the event of a necessary teacher layoff the Board and the Association agree to enter into discussions regarding the fiscal advisability of implementing an Early Retirement Incentive Plan as permitted in Section 3307.35 of the Ohio Revised Code.
- H. Notwithstanding any other provision in the agreement, no vacancy in a negotiating unit position will be filled until the Board has complied with the procedures set for in this article. This article shall not interfere with any other lawful personnel procedures in the district.

### **Article 19—Teacher–Administration Communication**

- A.
  - 1. The Association will select a Communication Committee for each school building or faculty unit no later than two (2) weeks after the start of school which will meet with the Principal or his/her designee at a minimum of once a month during the regular school year to review and discuss local school problems and practices. A tentative schedule of meetings will be submitted to the Superintendent and President of the JCEA by September 30 of each school year. A written report of each monthly meeting will be submitted to the JCEA President and the Superintendent. The committee shall consist of not more than one (1) member for every ten (10) teachers in the school building or faculty unit, but will in no event have less than three (3) members.
  - 2. The Communication Committee will have the right to schedule faculty meetings before or after school or at such times as do not disrupt the normal school program.
  - 3. The Communication Committee will be provided, at its request, with at least twenty (20) minutes or any lesser amount of time at all building faculty meetings to report on matters involving representation of the teachers of the Association.
- B. A Labor Management Committee shall be established, the purpose of which is to discuss district-wide issues and concerns that could not be resolved at the building level. The LMC shall consist of no more than ten (10) members, being no more than five (5) representatives of JCEA and no more than five (5) representatives of the Jackson City Board of Education.

The LMC will meet once a month. One week prior to each scheduled meeting, both parties will submit a list of issues to be discussed at the meeting.

## **Article 20—Committees, Committee Pay, Tutoring Pay**

The Board and the Association agree that teachers should participate in reviewing and amending current educational problems and to make recommendations to the Board of Education thereon.

Committees shall be appointed jointly by the Association and the Superintendent. The Association shall have the right to appoint at least one-half of the membership of the committee. The Superintendent shall appoint the balance of the committee which may include administration personnel, the Superintendent, or his designated representatives.

No major curriculum revisions or textbook adoptions will be undertaken without teacher representatives serving on committees.

Teachers participating in after-school tutoring or in work on academic committees (other than on a volunteer basis) that extends beyond 4:00 p.m. shall be reimbursed at the rate of twenty dollars (\$20.00) per hour for such participation.

District-wide meetings, special education meetings, or committee meetings requiring a more extensive time commitment and extending beyond 4 p.m. will be reimbursed at \$20.00 per hour (pro-rated in quarter hour increments). Disruption to student services will be held to a minimum. Meetings voluntarily attended are not subject to reimbursement.

## **Article 21—Instructional Materials and Supplies**

- A. When fiscally prudent, the Jackson City Board of Education will allocate sufficient funds to provide for the purchase of new or replacement textbooks, library books, instructional materials, supplies, and equipment of sufficient quality and quantity to obtain the educational goals of the district.

## **Article 22 —Association Leave**

The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of three (3) days each for four (4) delegates.

Any Association member who is elected or appointed to the governing body of OEA as an officer, committee or commission member shall be granted leave with pay to attend meetings or related functions of such bodies. Such leave shall not be counted a part of the Association leave as outlined above. Such leave shall be limited to a maximum of ten (10) days annually for the Association for these purposes.

### **Article 23—Court Leave**

- A. When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid his/her regular salary for the number of days involved.
- B. When a teacher is subpoenaed or summoned to appear in any court case in which he/she is not a party, but which subpoena or summons is issued as a result of the teacher's employment or a part of his/her job duties (as determined by the Superintendent) then, the teacher shall be paid his/her regular salary for the number of days involved.
- C. If a teacher receives a subpoena or summons to appear in court for any other purpose, then the teacher may use personal leave to cover his/her absence. If such teacher has exhausted his/her personal leave, he/she may borrow up to three personal leave days from the next school year.
- D. Jury pay or witness fee shall be returned to the school Treasurer. Such days shall not be deducted from any other types of leave.
- E. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

### **Article 24—Military Leave**

Military Leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted as a maximum allowable by law.

### **Article 25—Personal Leave**

- A. At the beginning of each school year, each employee shall be credited with three (3) days of personal leave. This leave is to be used for personal business or an emergency that can be taken care of only during school hours.
- B. Requests for personal leave shall be made on Board prescribed forms and shall be submitted to the Principal not later than two (2) days prior to the requesting date of use. In emergency situations, or in situations where extenuating circumstances are involved, the Superintendent may waive this requirement.

The following policy will apply to all non-emergency use of personal leave:

1. This leave will not be used in lieu of sick leave.

2. Such leave will not be used immediately before or after any holiday or vacation period unless approved after a conference with the Superintendent.
  3. Non-emergency leave will be approved neither during the first three (3) weeks of school nor the last three (3) weeks of school.
  4. Not more than eight (8) bargaining unit members may be granted personal leave in any given day except at the Superintendent's discretion.
  5. Personal leave may not be used for gainful employment or other personal gain.
- C. All requests for personal leave are subject to review and final approval by the Superintendent prior to their implementation.
- D. Sick and Personal Leave Bonus: Beginning with the 2012-13 school year, full-time bargaining unit employees will receive the following compensation based on the total of absences (sick leave/personal leave) during the school year. Employees who qualify for this compensation will be paid in one lump sum at the conclusion of the school year.

Any employee who is absent because of death in the immediate family will not be disqualified for reimbursement purposes.

<u>Days of Absence</u>	<u>Compensation</u>
Less than 1 day	\$625.00
1	\$325.00
2	\$225.00
3	\$175.00
4	\$125.00
5	\$ 75.00

An employee shall elect to participate in the above compensation scale or may choose in place of dollar compensation to have unused personal leave added to his/her accumulated sick leave at the end of the school year.

An employee, who does not qualify for compensation, shall have any unused personal leave added to his/her accumulated sick leave at the end of the school year.

## **Article 26—Sick Leave and Sick Leave Bank**

### A. Sick Leave

The use of sick leave is appropriate where medical conditions warrant. Standard reasons include:

1. Personal illness which includes emergency dental and medical appointments. In case of non-emergency medical/dental appointments, every effort will be made to schedule without impacting instructional time;
2. Injury;
3. Absence due to illness, injury, or death in the employee's immediate family; Board may limit absence in this area if considered excessive;
4. Exposure to contagious disease which could be communicated to others;
5. Pregnancy and pregnancy related issues.

For purposes of absence due to illness, injury, or death in the employee's immediate family, immediate family shall be defined to include bona fide members of the employee's household and /or spouse, parent, child, mother- or father-in-law, sister, brother, grandparents, or any relative who is dependent upon the employee. Stepchildren, stepparents, foster children and foster parents shall also be considered immediate family for this purpose. There may be other situations where medical necessity exists and will be considered by the Superintendent. Death of a relative or close friend not included in the above may be considered by the Superintendent or leave chargeable to sick leave will be authorized for one (1), two (2), or more days if the situation appears to warrant such leave. Decisions regarding "immediate family" rest with the Superintendent or his/her designee.

Sick leave notification form must be completed for any day or part of day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.

Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1 1/4) days of sick leave shall be granted full time employees for each completed month of employment up to fifteen (15) days per year. Unused sick leave may be accumulated up to three hundred three (303) days total accumulation in the first year of this agreement, three hundred twenty-one (321) days total accumulation in the second year of the agreement, and three hundred thirty-nine (339) days total accumulation in the third year of the agreement. Employees who have accumulated their maximum number of sick leave days will have their sick leave credited at the end of the school year.

Should an employee have absences due to illness of more than the total accumulated sick leave, such employee, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of five (5) days if requested. For any staff member remaining on contract the next school year, the use of sick leave shall be charged against the staff member's normal accumulating sick leave so that no loss in pay results. (If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave days shall be deducted from adjusted final pay or claim shall be made against the employee or his estate.)

Deductions of sick leave due will be in one half (1/2) day blocks as follows: 0-2 hours, no deduction; over two (2) hours up to four (4) hours, one half (1/2) day; over four (4) hours, one (1) full day shall be deducted. In cases of recurring or habitual absence of less than two (2) hours by a teacher, such periods of absence shall be accumulated and deducted as though they have been a single absence.

Previously accumulated sick leave of a teacher who has been separated from another Ohio public agency as provided in ORC in 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 124.39 of ORC.

One form shall be used district-wide to track all absences of a bargaining unit member when said member is absent from his/her regularly assigned duties.

**B. Sick Leave Bank**

Members of the bargaining unit will be allowed to donate and transfer a maximum of three (3) accumulated sick leave days per year to a member or members who have exhausted their sick leave due to a serious or catastrophic illness. The following guidelines will apply:

1. The enrollment period for each member of the bargaining unit to voluntarily donate unused sick leave days to a Sick Leave Bank is September 1 through October 15 each year.
2. A committee comprised of the Superintendent or his/her designee, the President of the Association, or his/her designee, one (1) Administrator chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall approve/disapprove applications for requests, as described in Paragraph C, at its discretion.
3. Eligible and approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank, per request and a total maximum of forty (40) days per school year.
4. The member who borrows days will pay back each year the days at the rate of 50% of his/her annual accumulated sick leave at the end of the contract year until the total number of days borrowed has been restored to the bank. Any person who leaves district employment while indebted to the bank for sick days shall cause said days to be deducted from the final pay(s) due to the employee.
5. Loans from the sick leave bank will be limited to those individuals who have contributed to the bank at any time.
6. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave.

7. The Association President or his/her designee shall be responsible for presenting to the Treasurer properly signed forms transferring donated sick leave days. (See Appendix B).
8. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.

### **Article 27—Dock Days**

Members of the certified staff are under a contracted period of obligation of 182 days or more per year for performance of professional services.

The Board of Education does not encourage dock days as an approved form of leave. It is important to note that mere willingness to lose pay does not permit one to be absent arbitrarily.

However, in rare circumstances this might be the only type of leave available to the teacher. In order to take a dock day, specific written reasons shall be forwarded to the Superintendent. The Superintendent will approve or deny the request for dock days.

Taking dock days without prior approval could result in disciplinary action.

## **Article 28—Sabbatical Leave**

A teacher who has completed five (5) years of service in the Jackson City School System may, with permission of the Board, be entitled to take a leave of absence with part pay, equal to the difference between the substitute's pay and the teacher's expected salary, for one (1) or two (2) semesters subject to the following restrictions:

1. Application submitted by March 1, of school year prior to beginning leave.
2. A plan of study in education approved by the Superintendent.
3. Provide evidence at the conclusion of the leave that the plan was followed and credit received.
4. Agree to work for Jackson City Schools for one (1) year following completion.

No more than 1.5% of the teaching staff may be on leave at one time not to exceed two (2) staff members at any one time.

This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

## **Article 29—Uncompensated Non-Medical Leave**

The Board of Education recognizes that in certain instances a professional employee may need to request an uncompensated non-medical leave of absence.

### A. Reasons for Requesting Leave

Category 1 – upon written request, the Board may grant an uncompensated non-medical leave of absence for the following reasons:

1. Study
2. Public service commitment
3. Other request as recommended by the Superintendent

Category 2 – should the provision/rights (as outlined in Article 27) of the Family Leave Act be exhausted, then upon written request, a professional staff member may request and shall be entitled to an uncompensated non-medical leave of absence for the following reasons:

1. Pregnancy and pregnancy related issues
2. Child care (natural and adopted)
3. Other as mandated by federal or state statutes

B. Eligibility

Uncompensated non-medical leave may be granted only to a professional employee who has at least one (1) year of service with the district.

C. Application

A category 1 request for uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of the desired start date. Four (4) weeks advance notice may not always be possible with category 2 requests. However, to protect the integrity of the educational program, category 2 requests should be made so as to provide maximum advance notice.

Applications are subject to final approval by the Board of Education.

D. Period of Leave

An uncompensated non-medical leave may be granted for a period of up to one (1) year. Requests for an extension of one (1) year maximum shall be considered upon a proper request being filed with the Superintendent. A renewal will be granted with clear evidence that the district's interest will not be adversely affected.

Persons planning to return from leave must notify the Superintendent thirty (30) days prior to returning or March 31, whichever is first, and must return from leave thirty (30) days prior to the last day of school if returning during the school year.

E. Rights While on Uncompensated Non-Medical Leave

In the event that the Family/Medical Leave Act does not apply or is exhausted then employees may request and have the right to continue, at the employee's expense, to be covered by the insurance for hospitalization, surgical benefits and major medical providing the insurance company or hospital service association involved permit such continuance of coverage of the person on uncompensated medical leave. Payment for such coverage shall be made to the Treasurer for the Board on or before the 5<sup>th</sup> of each month.

F. Reinstatement

1. The professional staff member shall be entitled to reinstatement at the expiration of a one (1) year leave to the teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictate a change, or the job is combined or eliminated.

2. The professional staff member shall be entitled to reinstatement at the expiration of the two (2) year leave to general level of teaching assignment held immediately prior to the leave unless shifts in pupil enrollments dictate a change, or the job is combined or eliminated.
3. Bid rights for both levels are reinstated upon the completion of the first day of work under the regular contract.

G. Contract Rights

Use of uncompensated non-medical leave shall not be grounds for termination or non-renewal. During the time the professional staff member is on leave, the employee's current limited contract will be extended to reflect the approved leave time (if (1) one year or more).

### **Article 30—Uncompensated Medical Leave**

A. Leave Rights

Uncompensated medical leave may be used when sick leave has been exhausted or in lieu of sick leave. Approval of this leave shall be granted where the employee encounters a medical condition or situation such as:

1. Pregnancy or pregnancy related issues
2. Child care (natural or adopted)
3. Medical conditions, both personal and immediate family as outlined in Article 23 (Sick Leave)
4. Other requests as recommended by the Superintendent

B. Eligibility

All professional employees shall be eligible for uncompensated medical leave.

C. Application

A physician's statement must be included with the request. Applications are subject to final approval by the Board of Education.

D. Period of Leave

An uncompensated medical leave shall be granted for a period of up to one (1) year. Request for an extension of one (1) year maximum shall be considered upon a proper request being filed with the Superintendent. A renewal will be granted with clear evidence that the district's interest will not be adversely affected. Persons planning to return from leave must notify the Superintendent thirty (30) days prior to returning or March 31, whichever is first and must return at least thirty (30) days prior to the last day

of school if returning during the school year. In cases of illness or disability of the employee the provisions of ORC 3319.13 shall apply.

E. Rights While on Uncompensated Medical Leave

Benefits paid in accordance with Family/Medical Leave Act

In the event that the Family/Medical Leave Act does not apply or is exhausted, then employees may request and have the right to continue, at the employee's expense, to be covered by the insurance for hospitalization, surgical benefits and major medical providing the insurance company or hospital service association involved permit such continuance of coverage of the person on uncompensated medical leave. Payment for such coverage shall be made to the Treasurer for the Board on or before the 5<sup>th</sup> of each month.

F. Reinstatement

1. The professional staff member shall be entitled to reinstatement at the expiration of a one (1) year leave to the teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictate a change, or the job is combined or eliminated.
2. The professional staff member shall be entitled to reinstatement at the expiration of the two (2) year leave to general level of teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictate a change, or the job is combined or eliminated.
3. Bid rights for both levels are reinstated upon the completion of the first day of work under the regular contract.

G. Contract Rights

Use of uncompensated medical leave shall not be grounds for termination or nonrenewal. During the time period the professional staff member is on leave, the employee's current limited contract will be extended to reflect the approved leave time (if one (1) year or more).

### **Article 31—Severance and Absence Policy**

A. Severance Pay

1. A Jackson City School District certified employee with ten (10) or more years of retirement service credit shall at the time of retirement be entitled to severance pay. "Retirement" shall be defined to mean actual retirement from the Ohio State Teachers Retirement System and have been officially applied for and approved by that system for retirement benefits. Within ninety (90) days from the last day of service to the Jackson City School District, an employee shall file for his/her

severance pay. Prior to the last day of service the Board will notify the employee of the ninety (90) day time period to file for severance. The employee will receive one-half of his/her severance pay within thirty (30) days of filing, and the remaining one-half of the severance pay on the first pay in January of the following year.

2. The retiree shall be paid for a maximum of one quarter (1/4) of 339 unused accumulated sick leave days computed at the actual rate of pay earned for the day's work, excluding extended service or pay for additional duties, according to state statute.
3. If a bargaining unit member dies prior to retirement, his/her severance pay will be paid to his/her designated beneficiary within thirty (30) days of the bargaining unit member's death.

B. Absence Policy

1. All employees will receive a current and cumulative monthly attendance report for the current school year.
2. If five (5) absences (without a doctor's statement) occur within the current school year, the teacher and Principal will confer and review the teacher's absence.
3. Falsification and/or abuse of sick leave will be grounds for implementation of procedures outlined in Article 11—Reprimand and Suspension.

C. "Super-Severance" (One-third in lieu of one-fourth)

Teachers at thirty (30) years of STRS service credit (but not more than thirty (30) years of service credit) may be eligible for a "super-severance" based upon the one-third (1/3) of accumulated sick leave days rather than the one-fourth (1/4) of accumulated sick leave days.

To be eligible, in the school year that a teacher will obtain thirty (30) years of STRS service credit, he/she must notify the Treasurer no later than January 31 of his/her retirement date. The retirement date must be effective by the end of that school year to receive the super-severance.

D. Retirement Experience Service Credit Step

1. A bargaining unit member who is STRS eligible for retirement benefits may, at their discretion, serve notice in writing to the Treasurer and Superintendent of their intent to be placed on the retirement experience service credit step.

2. The bargaining unit member shall serve such written notice no later than January 31, of the school year in which he/she will retire.
3. The service credit step will be at the appropriate level, plus the additional percentage as reflected in the scale below:

MA or MA +15 = 5%  
150 = 4.5%  
BA = 4%

This is a one-time election for placement on the experience credit step. The bargaining unit member by electing this placement has served notice on the district of their retirement at the conclusion of the school year of placement.

### **Article 32—Religious Leave**

A certificated staff member will be granted leave, with prior approval of the Superintendent, for observance of religious holidays, if those holidays cannot be observed outside the regular school hours. Days taken for this purpose shall not be subtracted from any other leave category.

### **Article 33—Office in State or National Professional Organizations**

Upon request of the JCEA, a member of the certified staff elected to a state or national office of a bona fide professional organization at either state or national level will be granted a leave of absence not to exceed two (2) years. Bona fide professional organization will be determined by JCEA and Superintendent.

### **Article 34—Professional Meeting Attendance**

#### **SUBJECT MATTER AND SCHOOL PROGRAM ORIENTED MEETINGS**

Application form provided by the central office shall be submitted to the Principal at least two (2) weeks prior to the date of the meeting. A written approval or rejection will be returned to the applicant from the central office.

Attendance at professional meetings from a single department may be limited so as not to cause a hardship on the school system or as approved by the Superintendent.

Automobile mileage allowance paid to the professional teaching staff member shall be the current allowance per mile as established by Board policy, which is the IRS allowable amount. This covers all mileage accumulated as a result of attendance at required professional meetings and for personnel authorized to use an automobile as part of their contractual obligations. Usual, customary, and reasonable expenditures, as determined by the Board will be

paid by the Board upon remittance by the bargaining unit member of all receipts for reimbursement cost expended.

Preference shall be extended to teacher or staff members not having previously attended meetings.

Attendance shall be authorized by the Superintendent in accordance with school system and fund limitations.

### **Article 35—Duty Free Lunch/Lunch Money Collection**

#### **A. Duty Free Lunch**

Each teacher employed by the Board of Education of a school district shall be granted at least thirty (30) minutes each school day, during which time he/she shall not be required to perform any school activity, except in a one (1) teacher school where enforcement of the foregoing provisions may work a hardship.

The granting of the lunch period to a teacher shall not be cause for lengthening the school day.

#### **B. Lunch money Collection**

The Board agrees to direct the Director of Business Services to continue to study procedures for efficient collection of breakfast, lunch, and milk money. The goal of the ongoing study is to constantly improve the collection procedures to achieve more quality interaction between student and teacher.

### **Article 36—Class Size and Load**

#### **A. Class size in grades K-2 should be twenty-five (25) students or less.**

The person in charge of pupil assignments for the district shall attempt to balance class size on a district-wide basis as geographical factors will allow.

#### **B. Every effort will be made to keep class size in grades 3-12 at twenty-five (25) students or less.**

#### **C. Should a K-2 teacher be assigned more than twenty-five (25) students the Principal and the Superintendent will investigate alternative resources to provide additional assistance to these teachers, e.g., parent volunteers and student interns, and reassignment of staff.**

The teacher will direct any attendant's classroom assignments.

### **Article 37—Promotion, Retention, and Visitation of Students**

- A. The promotion or retention of a student shall be based upon the educational judgment of the teacher(s) of that child in consultation with the building administrator and parents and in accordance with board policy. If the Principal overrides the decision of the teacher to retain the student, the Principal will sign a form stating he/she is recommending promotion.
- B. When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an individualized educational program or regular program, the scheduling of such visitations shall be through the school building Principal and with the prior knowledge of the affected employee. The principal will not prevent a parent from briefly visiting or meeting with a child, but the principal will not schedule repetitive or extended visitations with the student or observations of the student that will disrupt the educational process or that will become a disruption to the educational process.
- C. Teachers will attempt to schedule face-to-face parent conferences at the end of the first nine weeks of each school year.
- D. Parent teacher conferences will be scheduled at times determined by mutual agreement of the Administration and the leadership of the Association.
- E. If a student is failing or not performing as well as he/she is capable of performing, the responsible teacher will notify the parent as early as possible, but no later than the end of the first semester. Teachers will attempt to schedule a face-to-face conference with the parent of each student who is failing any subject.

### **Article 38—Planning and Preparation Time**

- A. Each teacher shall receive a minimum of 200 minutes per week for a planning period.
- B. In order to maintain a fully operational school, every effort shall be made to obtain a qualified substitute teacher to replace staff members who are absent. To facilitate this goal when a substitute is needed, but cannot be obtained, each Principal shall poll available teachers to determine a list of volunteers to fill in for absent teachers.

At the secondary level or middle school level, if no teacher volunteers, staff members scheduled for conference or planning time during the period for which a substitute is needed may be assigned by the Principal on an alphabetically rotating basis so that each available teacher will take his/her turn. Each teacher who volunteers or is assigned and who, as a result, forfeits his/her preparation period on that day, shall be paid at the rate of \$15.00 per period taught.

At the elementary level, each teacher who volunteers or is assigned by the Principal to fill in for an absent teacher shall be paid at the rate equal to \$15.00 for each period taught. A period shall be defined as at least forty (40) minutes.

At the elementary level, when the specialty teacher is unavailable due to absence from school or other assignment, (that results in the loss of regularly scheduled planning time), the classroom teacher will be:

1. Provided an equivalent amount of time (to the teacher's and Principal's satisfaction); or
2. Compensated at the rate of \$15 per occurrence.

Teachers so substituting will fill out all necessary forms, approved and signed by the building Principal, and will receive their pay on the normal two (2) week schedule.

Teachers volunteering to cover for other teachers who have personal obligations are not covered by this agreement.

### **Article 39—Negotiations Procedure**

#### **A. Composition of Negotiating Teams**

1. The Association shall be represented by a negotiating team of not more than five (5) persons at any one time designated by the Association for this purpose. One of the members of the team shall be designated as Chairman.
2. The Board of Education shall be represented by a negotiating team of not more than five (5) persons at any one time who will be designated by the Board in consultation with the Superintendent. One of the members of the team shall be designated as Chairman.
3. Each team shall be authorized to no more than two (2) consultants and two (2) observers at any one time of each negotiation meeting.
4. In the event of an unavoidable absence of a permanent member of either negotiating team, a substitute may be used on the appropriate negotiating team. A negotiations meeting may be postponed in an emergency only by mutual agreement by both teams.
5. Negotiations meetings shall be in executive session, not open to the public unless by mutual agreement. During negotiations there will be no releases of information unless agreed upon by both parties and in such instance releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination. This shall not apply to progress reports made by either party to their respective constituents.
6. Both teams shall be vested by their respective groups with full authority to negotiate in good faith. Good faith requires each of the parties to meet at mutually agreeable times and places; to react to one another's proposals and counterproposals; and to give reasons for agreement and disagreement with the

other party's proposals or counterproposals. Good faith does not require either party to concede its position or make any concessions to the other party's demands.

B. Scope of Negotiations

Subjects for negotiations shall include the following:

1. Salaries
2. Fringe Benefits
3. Hours and Working Conditions
4. Other matters of mutual concern

C. Conducting Negotiations

1. Negotiations meetings shall be preceded by a request from the party wishing to initiate negotiations. The request for negotiations, outlining the subjects for negotiation, must be received by the Superintendent's office or by the President of the Association. If negotiations are initiated by the Association, this should come from the President of the Association and be directed to the Superintendent. If negotiations are initiated by the Board of Education, they shall submit said request to the Association through the Superintendent. Such requests for initiating negotiations shall be made no earlier than ninety (90) calendar days and no later than seventy-five (75) calendar days prior to the expiration of the contract. Negotiation meetings will start within fifteen (15) days of submission of said request by either party. Teams shall try to agree on a solution within forty (40) days of the date of submission of the request.
2. At the first negotiations session both groups will submit their formal written proposals to one another. All written proposals shall be in the form and language as would be appropriate for inclusion in a final written agreement. Topical listings (i.e., "laundry lists") shall not be appropriate and will be considered void. After the first meeting, no new proposals may be submitted by either party unless by mutual agreement.
3. Following the presentation of formal written proposals by both teams, a mutually agreeable agenda and agenda order will be established and negotiating will begin.
4. On request, the Board and Superintendent agree to furnish the Association negotiating team with all available public data relevant to the items being negotiated.
5. On request, the Association negotiating team agrees to furnish the Board and negotiation team with all available data relevant to the items being negotiated.

6. During the period of negotiations, interim reports of progress may be made to the Association by the representatives and to the Board of Education by its representatives. These interim reports shall be truthful and fairly presented.

It shall be the responsibility of both parties to inform their respective members that all interim reports are confidential and any information derived from such reports are not to be disclosed to the general public.

7. Upon the request of either team, a negotiations meeting may be recessed for thirty (30) minutes or a mutually agreeable time limit for the purpose of caucusing.
8. As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such tentative agreements shall be considered to be settlement items and shall not be re-proposed or changed except by mutual agreement.
9. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

#### D. Agreement

1. When a joint contract has been reached by both teams, the tentative contract will be submitted to the Association for ratification. The ratified contract must be returned to the Board by the Association within a period of seven (7) days.
2. The Board of Education will act on the ratified contract within a period of seven (7) days.

#### E. Disagreement

1. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities and personnel as may be agreed upon by both teams.
2. An impasse may be declared.
  - a. If after 45 days either team concludes that agreement between the teams is impossible; they shall so inform the other team and request the Board President and the Association President to call in the Federal Mediation and Conciliation Service. The mediator shall attempt to bring the teams into agreement, or failing to do so, he shall notify the Board and the Association that an impasse has been reached. If a party calls for such involvement, the other party shall join in a joint request.

The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Board. However, the

mediator shall not have the authority to extend time limits of the current agreement, or to bind the parties to any item or agreement.

F. Binding Arbitration

If at such time the mediator from the Federal Mediation Conciliation Service declares that an impasse has been reached, each team shall agree to enter into binding arbitration. The decision of the arbitrator resolving the impasse will be final.

**Article 40—Authorized Payroll Deductions of Professional Dues, Fees, and Other Items**

The Treasurer will make payroll deductions when authorized in writing by the bargaining unit member for the following:

- A. Deductions to be made in nine (9) or twelve (12) months:
  - 1. Jackson City Education Association
  - 2. Ohio Education Association
  - 3. National Education Association
  - 4. Southeastern Ohio Education Association
  - 5. Departments of the Ohio Education Association as found on their yearly enrollment forms.

The member may choose the Annual Payroll Deduction method each school year for deductions listed above, or may elect to choose the Continuing Payroll Deduction method authorizing continuous deduction of said dues from year to year in amounts to be certified from time to time. Such deductions shall continue until employment is terminated or until written notice by the member is submitted to the Board to discontinue or modify the deductions.

The Association shall assume the responsibility to inform the membership and the Board of any changes in the dues structure.

The Board Treasurer shall submit to the Association Treasurer within five (5) calendar days after the second payroll deduction of each month:

- i. An itemized statement of all individual membership dues deducted;
- ii. Transmittal of monies deducted for Association dues.

The Association agrees to indemnify the Board and its designees for any liability incurred as a result of the implementation and enforcement of the dues deduction procedure as stated in this contract provided that the Board and the Association

mutually and in good faith seek rectification of any errors made within a period of ten (10) work days from discovery of said error. Either party must notify the other in writing of existing errors.

B. Deductions to be made in twelve (12) months:

1. Health Insurance (except those costs assumed by the Board)
2. Life Insurance (except those costs assumed by the Board)
3. Annuities/STRS/SERS
4. Credit Union
5. OEA-FCPE
6. Donations to JCEA Scholarship

All deductions will be made from each paycheck except in months when an employee is issued three (3) checks; no deductions will be made from the third.

If, for any reason, the Board fails to make a deduction for any bargaining unit member, it shall make that deduction from the employee's next pay (or pays) in which such deduction normally would be made. The Board and/or employee shall notify the other party in writing when the error is discovered and a reasonable, agreeable rectification shall be sought in accordance with accepted accounting procedures and any applicable state statutes.

C. For providing the service of payroll deduction, the Board shall be entitled to charge a service fee to the company and /or organization in proportion to the number of employees enlisted in said company and/or organization as follows:

Number of Employees	Service Fee
1-5	10% of monthly remittance
6-10	7% of monthly remittance
11-15	5% of monthly remittance
16-20	2% of monthly remittance
21-24	1% of monthly remittance
25 and over	No Service Fee

Companies and/or organizations exempt from the above structure shall be:

1. JCEA, affiliates and departments
2. JCEA Scholarship
3. OEA-FCPE
4. STRS/SERS

D. Board resolution number 83-370 for reference:

WHEREAS, the Jackson City Education Association, on behalf of its membership, requested or bargained that the Board of Education of the Jackson City School District implement the “pick up” of the certified teacher employees required contributions to the State Teachers Retirement System (hereinafter STRS), as a condition of employment, and

WHEREAS, the administrators of the Jackson City School District have requested or bargained that the Board of Education of the Jackson City School District implement the “pick up” of the certified administrator employees required contributions to the STRS, as a condition of employment, and

WHEREAS, the Superintendent and Assistant Superintendent of the Jackson City School District have requested or bargained that the Board of Education of the Jackson City School District implement the “pick up” of the certified Superintendent employees required contribution to the STRS, as a condition of employment, and

WHEREAS, the Board of Education has agreed to “pick up” employee contributions to STRS for all said certificated employees as a condition of employment;

NOW THEREFORE BE IT RESOLVED that the Treasurer of the Jackson City School District is hereby authorized, effective January 1, 1984, to contribute to STRS, in addition to the Board’s required employer contribution, an amount equal to each certificated employee’s contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.

BE IT FURTHER RESOLVED that the Treasurer is directed to prepare and distribute an addendum to each certificated employee’s contract which states (1) that the employee’s contract salary is being restated as consisting of (a) a cash salary component and (b) to pick up component, which is equal to the amount of the employee contribution being ‘picked up’ by the Board on behalf of the employee; (2) that the Board will contribute to STRS for the account of each certificated employee; and (3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee’s rate of pay shall be calculated upon both determinable by reference to the employee’s rate of pay shall be calculated upon both the cash salary component and pick up component of the employee’s restated salary.

AND BE IT STILL FURTHER RESOLVED that all subsequent contracts and salary notices for these affected certificated employees be conformed to include the provisions of the addendum.

## **Fair Share Fee**

- A. In accordance with the provisions of Section 4117.09 (C) of the Ohio Revised Code the Board shall deduct from the pay of members of the bargaining unit who elect not to become members or to remain non-members of the Jackson City Education Association fair share fee for the Association's representation of such non-members during the term of this agreement.
- B. The Association shall provide reasonable notification to non-members of the fair share fee and their right to object to the amount of the fee prior to the deduction of this fee. 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. The Association shall make available to any non-member so requesting the required financial disclosure upon which the fair share fee was determined.
- C. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the ORC 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.
- D. 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.
- E. Notice of the amount of the annual fair share fee shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 30<sup>th</sup> of each year during the term of this agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
- F. Payroll deductions of such fair share fees shall be deducted January through May, except that no fair share fee deductions shall be made for bargaining unit members until the member has been apprised of his/her rights under the Association's internal rebate procedure.
- G. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the 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.
- H. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.

- I. Any teacher as of June 1, 1995, who is currently not a member of the Association will be grandfathered from paying union dues or fair share fee during their employment with the Jackson City Schools until the time that ninety-three percent (93%) of the bargaining unit has become members/fee payers. As of September 1 of a contract year when ninety-three percent (93%) of the bargaining unit has become members, all such dues and fees shall be deducted in accordance with this provision. If any of these employees decide to voluntarily join the Association, they will no longer be exempt from union dues or a fair share fee.
- J. The Association will indemnify and hold harmless the Board of Education, its members, officers, employees and Treasurer from any and all claims of any kind arising out of or related to the deduction and payment of the Association of agency fees as provided in the Agreement. This provision is severable and shall continue to be binding on the parties notwithstanding the validity of any other provision relative to agency fees.

#### **Article 41—Reopener Clause**

Salary may be reopened by either party prior to the termination of this agreement should additional funds become available to the school district, or changes in the local financial status of the district through reappraisal, changes in the tax rate, or an increase in earmarked funds which would free existing local monies.

#### **Article 42—Transportation Reimbursement for Traveling Teachers**

Teachers who have regular assignments in more than one (1) building or by nature of their assignment require travel during their regular day, shall be reimbursed at the current rate established by the IRS for reimbursement. Mileage will be measured daily from the first school to the final school. Teachers will submit travel vouchers monthly and will be paid on the 1<sup>st</sup> pay of each month.

#### **Article 43—Substitute Teachers**

- A. Application for positions as substitute teachers will be made and processed in the same manner as regular appointments.
- B. Every effort will be made to hire substitute teachers and to provide an adequate pool of available certificated substitute personnel.
- C. Every reasonable effort will be made to secure a substitute teacher to replace regular and special teachers who are absent.

#### **Article 44—Pay for Partial Year**

Teachers will be granted one (1) year of teaching experience for completing one hundred twenty (120) or more full time teaching days within one (1) school year. This experience will be credited after completion of the school year.

## Article 45—Comprehensive Health and Prescription Plans

- A. A committee will be established, including representatives of the Association, to develop and implement a plan for providing an Employee Assistance Program.
- B. The Board of Education will pay the premium through the duration of this contract for either the individual or family health plan according to the following schedule:

(See separate sheet with schedule of benefits, p. 61.)

Beginning January 1, 2012, the employee contribution to the health care premium will be 4%. Beginning with the 2012-13 school year, the employee contribution shall be 5%.

There shall be a ten percent (10%) cap on the insurance premium increase between each plan year. The cap shall be applied to the total cost of the health insurance plan. Should the increase be greater than ten percent (10%), a committee of Association and Board representatives shall be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or the insurance carrier so that the **total** increase shall be held to the ten percent (10%) cap. Should the committee be unable to recommend an adjustment for the Board to act upon to hold the increase to the ten percent (10%) cap, the Board will implement adjustments to hold the increase to ten percent (10%) and to provide insurance for all bargaining unit members.

For insurance plan year beginning during the 2012-13 school year (January 2013) and each year thereafter unless the parties agree otherwise, the ten percent (10%) will be reduced to nine percent (9%) cap, and the above paragraph will be applied at nine percent (9%).

Prior to the Board of Education changing carriers, the Board agrees to meet with representatives of JCEA to discuss proposed changes.

- C. The Board of Education agrees to maintain health insurance plans that provide coverage as comparable as possible to the plan presently in effect, given the percentage cap agreed upon in this Article.
- D. Savings of health care premiums:
  - 1. Two (2) spouses employed in the district, with no dependents, agree to take the most cost effective plan.
  - 2. Two (2) spouses employed in the district, with additional dependents would take one (1) family plan.

## **Article 46—Payment in Lieu of Hospitalization and Dental Insurance**

Any employee who declines to take the Board offered health and dental insurance plan will be compensated \$1,100.00 at the end of the current contract year, except where both spouses work for the district in which case the payment will be \$400.00.

The following attributes are included in this program.

- A. In order to qualify for compensation the employee must make a request in writing to the Treasurer and state that they have health insurance coverage through their spouse or elsewhere. This written request must be made by August 1 of the approaching school year and is offered each year that the employee declines coverage.
- B. The Board agrees to pick up employees on Board provided coverage within thirty (30) days of written request by the employee indicating a loss of coverage elsewhere.
- C. If an employee chooses number two (2) anytime within the employed year, then all alternative compensation provided by this article will be denied.

## **Article 47—Life Insurance**

The Board of Education will provide a group life insurance plan, insuring the life of each eligible certificated employee in the amount of \$50,000.00.

## **Article 48—Dental Insurance Plan**

The Board of Education will pay the premium through the duration of the contract for either individual or family dental plan currently in effect.

## **Article 49—Duration of Contract**

The conditions and terms of this contract are for the period **June 30, 2011**, through **July 31, 2014**.

## **Article 50—Applicable State Law**

This agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10[A], ORC), and all policies, rules and regulations of the Board which are in conflict with this agreement.

However, if any provisions of this negotiated contract shall be found to be unlawful by any court of competent jurisdiction, such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found to be unlawful shall be changed to conform to law through negotiations between the Board and the

Association. These negotiations shall take place at the most expedient and mutually agreeable time.

If the parties fail to reach agreement over the affected provision, the dispute settlement procedure for this agreement shall be utilized to resolve the dispute.

### **Article 51—Non-Discrimination**

The Board of Education reaffirms its practice of being an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff or suspension, or other terms and conditions of employment on the basis of race, color, creed, religion, national origin, age, gender, ancestry, marital status, and handicap.

Furthermore, the Board agrees to render fair and equal treatment to the certificated staff in the application of the terms of this agreement.

### **Article 52—Professional Development**

The teacher contract will consist of one hundred eighty-two (182) days of service. One day will be used only for district-wide professional development. Activities on that day will be determined by the staff.

The Superintendent will apply for two (2) Waiver Days for professional development. The time shall be used for meaningful professional development set in conjunction with staff input. Attendance by all bargaining unit members shall be mandatory. Additionally, the day currently set aside in October for professional development will still be utilized, which day may not necessarily be in October, but will be set by mutual agreement. These dates for professional development will be discussed by the Labor Management Committee.

### **Article 53—Evaluation of Special Education Paraprofessionals and /or Attendants**

Teachers, by personal request or through administrative request, will provide input as part of the evaluation of any special education paraprofessionals and/or attendants.

### **Article 54—Salary Disbursement**

- A. The Board of Education agrees to pay employees in twenty-six (26) equal pay periods unless prohibited by computer hardware or software and/or other unforeseen and non-preventable problems. These pay dates will be made on Friday insofar as possible. All new employees will have his/her pay period delayed for one pay period.

- B. All payments for duties authorized by supplemental contracts shall be made in the following manner:

Supplemental activities on a seasonal basis will be paid in full after the completion of the activity and a pay authorization by the Principal indicating satisfactory completion of all obligations and responsibilities at the first pay period in December, the first pay period in March, or the first pay period in June.

The above payment shall be made in a check separate from the regular payroll check.

- C. Supplemental assignments that are year- long assignments will be divided into equal amounts disbursed over the regular twenty-six (26) pay periods or paid in full at the end of the assignment, at the discretion of the employee.

### **Article 55—Association Participation in Selection of Administrators**

A JCEA committee shall have the opportunity to discuss common areas of concern with the final candidates for administrative posts. The committee will be advised of the confidentiality of information shared in the process.

### **Article 56—Salary Schedule.**

- A. A beginning teacher with a BA will start at \$29,336 on the current salary schedule index effective for the 2011-12 and 2012-13 school years. Salary/wage increases for the 2011-12 and for the 2012-13 school years will be 0% on the base salary, with vertical steps frozen for the 2011-12 school year, and ½ step freeze for the 2012-13 school year. Movement across the salary schedule shall not be frozen. For the 2013-14 school year (year three of the Agreement), the parties will re-open negotiations for Salary and Health and Dental insurance Benefits (Articles 45, 48, and 57).

College hours to be applied for credit for a Masters + 15 are to be completed after the Masters and from an accredited institution and must be approved by the Superintendent. Hours applied are to be semester or the equivalent.

The current ratio in each training column is maintained, i.e. +.04 BA, +.045 five (5) year, +.05 MA and +.05 MA+15. College hours of training and experience shall be semester or the equivalent.

- B. In addition to the base salary indicated above, each bargaining unit member shall receive one thousand dollars (\$1,000.00) as a Retirement Planning Salary (RPS) for the 2009-2010 school year. Each bargaining unit member will receive the RPS in salary unless the bargaining unit member notifies the Treasurer in writing that he/she wants the amount to

be directed to an annuity, Health Savings Account (HSA), or Flexible Spending Account (FSA) – subject to legal limits on each account.

In addition to the base salary and the Retirement Planning Salary, each bargaining unit member shall receive an Additional Retirement Planning Salary (ARPS) of Fifteen Hundred Dollars (\$1,500) for the 2009-2010 school year. Each bargaining unit member will receive the ARPS in salary unless the bargaining unit member notifies the Treasurer in writing that he/she wants the amount to be directed to an annuity, Health Savings Account (HSA), or Flexible Spending Account (FSA) – subject to legal limits on each account.

C. A teacher who is eligible to advance a training level must have official (or other official documentation pending arrival of transcript) verifying completed college credit in the hands of the Treasurer by September 15, or by a later payroll deadline if so set by the Treasurer.

1. Advancement in training levels will occur in the fall semester only.
2. Quarter hours of credit earned shall be rounded off to the nearest whole semester hour when conversion is done.
3. The “Fifth Year” or “150 Hour” category includes both undergraduate and graduate work completed both during and after the baccalaureate program. The “MA + 15” category includes graduate hours only, and these must be earned after the Master program. (Under unusual circumstances MA + 15 credit may be earned with undergraduate work if this work has been taken at the specific request of the School District and approved by the Superintendent in advance.)
4. The Superintendent has final responsibility for placement of staff on the salary schedule.

2011-2012 - Step Freeze  
**JACKSON CITY SCHOOL DISTRICT INDEX**

<u>Years</u>	<u>Non-Degree</u>	<u>BA Degree</u>	<u>5 Yr.</u>	<u>MA Degree</u>	<u>MA+15</u>
0	0.90000	1.00000	1.04500	1.10000	1.15000
1	0.90000	1.00000	1.04500	1.10000	1.15000
2	0.93000	1.04000	1.09000	1.15000	1.20000
3	0.96000	1.08000	1.13500	1.20000	1.25000
4	0.99000	1.12000	1.18000	1.25000	1.30000
5	1.02000	1.16000	1.22500	1.30000	1.35000
6	1.05000	1.20000	1.27000	1.35000	1.40000
7	1.05000	1.24000	1.31500	1.40000	1.45000
8	1.05000	1.28000	1.36000	1.45000	1.50000
9	1.05000	1.32000	1.40500	1.50000	1.55000
10	1.05000	1.36000	1.45000	1.55000	1.60000
11	1.05000	1.40000	1.49500	1.60000	1.65000
12	1.05000	1.44000	1.54000	1.65000	1.70000
13	1.05000	1.48000	1.58500	1.70000	1.75000
14	1.05000	1.48000	1.58500	1.70000	1.75000
15	1.05000	1.48000	1.58500	1.70000	1.75000
16	1.05000	1.52000	1.63000	1.75000	1.80000
17	1.05000	1.52000	1.63000	1.75000	1.80000
18	1.05000	1.52000	1.63000	1.75000	1.80000
19	1.05000	1.56000	1.67500	1.80000	1.85000
20	1.05000	1.56000	1.67500	1.80000	1.85000
21	1.05000	1.60000	1.72000	1.85000	1.90000
22	1.05000	1.60000	1.72000	1.85000	1.90000
23	1.05000	1.62000	1.74000	1.87000	1.93000
24	1.05000	1.62000	1.74000	1.87000	1.93000
25	1.05000	1.62000	1.74000	1.87000	1.93000
26	1.05000	1.64000	1.76500	1.90000	1.95000
27	1.05000	1.64000	1.76500	1.90000	1.95000
28	1.05000	1.64000	1.76500	1.90000	1.95000
29	1.05000	1.64000	1.76500	1.90000	1.95000
30	1.05000	1.64000	1.76500	1.90000	1.95000

**2011-2012 JACKSON CITY SCHOOL DISTRICT**

**Salary Schedule Base = \$29,336**

Step Freeze

<b>YEARS</b>	<b>Non Deg</b>	<b>BA Deg</b>	<b>5 Yr.</b>	<b>MA Deg.</b>	<b>MA +15</b>
0	26,402	29,336	30,656	32,270	33,736
1	26,402	29,336	30,656	32,270	33,736
2	27,282	30,509	31,976	33,736	35,203
3	28,163	31,683	33,296	35,203	36,670
4	29,043	32,856	34,616	36,670	38,137
5	29,923	34,030	35,937	38,137	39,604
6	30,803	35,203	37,257	39,604	41,070
7	30,803	36,377	38,577	41,070	42,537
8	30,803	37,550	39,987	42,537	44,004
9	30,803	38,724	41,217	44,004	45,471
10	30,803	39,897	42,537	45,471	46,938
11	30,803	41,070	43,857	46,938	48,404
12	30,803	42,244	45,177	48,404	49,871
13	30,803	43,417	46,498	49,871	51,338
14	30,803	43,417	46,498	49,871	51,338
15	30,803	43,417	46,498	49,871	51,338
16	30,803	44,591	47,818	51,338	52,805
17	30,803	44,591	47,818	51,338	52,805
18	30,803	44,591	47,818	51,338	52,805
19	30,803	45,764	49,138	52,805	54,272
20	30,803	45,764	49,138	52,805	54,272
21	30,803	46,938	50,458	54,272	55,738
22	30,803	46,938	50,458	54,272	55,738
23	30,803	47,524	51,045	54,858	56,618
24	30,803	47,524	51,045	54,858	56,618
25	30,803	47,524	51,045	54,858	56,618
26	30,803	48,111	51,778	55,738	57,205
27	30,803	48,111	51,778	55,738	57,205
28	30,803	48,111	51,778	55,738	57,205
29	30,803	48,111	51,778	55,738	57,205
30	30,803	48,111	51,778	55,738	57,205

2012-2013  
 One-half Step Increase  
**JACKSON CITY SCHOOL DISTRICT INDEX**

<u>Years</u>	<u>Non-Degree</u>	<u>BA Degree</u>	<u>5 Yr.</u>	<u>MA Degree</u>	<u>MA+15</u>
0	0.90000	1.00000	1.04500	1.10000	1.15000
1	0.90750	1.02000	1.06750	1.12500	1.17500
2	0.90750	1.02000	1.06750	1.12500	1.17500
3	0.96000	1.06000	1.11250	1.17500	1.22500
4	0.99000	1.10000	1.15750	1.22500	1.27500
5	1.02000	1.14000	1.20249	1.27500	1.32500
6	1.02000	1.18000	1.24750	1.32500	1.37500
7	1.02000	1.22000	1.29250	1.37500	1.42500
8	1.02000	1.26000	1.33750	1.42500	1.47500
9	1.02000	1.30138	1.38250	1.47500	1.52500
10	1.02000	1.34000	1.42750	1.52500	1.57500
11	1.02000	1.38000	1.47250	1.57500	1.62500
12	1.02000	1.42000	1.51750	1.62500	1.67500
13	1.02000	1.46000	1.56250	1.67500	1.72500
14	1.02000	1.48000	1.58500	1.70000	1.75000
15	1.02000	1.50000	1.60750	1.72500	1.77500
16	1.02000	1.50000	1.60750	1.72500	1.77500
17	1.02000	1.52000	1.63000	1.75000	1.80000
18	1.02000	1.54000	1.65250	1.77500	1.82500
19	1.02000	1.54000	1.65250	1.77500	1.82500
20	1.02000	1.58000	1.69750	1.82500	1.87500
21	1.02000	1.58000	1.69750	1.82500	1.87500
22	1.02000	1.61000	1.73000	1.86000	1.91500
23	1.02000	1.61000	1.73000	1.86000	1.91500
24	1.02000	1.62000	1.74000	1.87000	1.93000
25	1.02000	1.63000	1.75250	1.88500	1.94000
26	1.02000	1.63000	1.75250	1.88500	1.94000
27	1.02000	1.64000	1.76500	1.90000	1.95000
28	1.02000	1.64000	1.76500	1.90000	1.95000
29	1.02000	1.64000	1.76500	1.90000	1.95000
30	1.02000	1.64000	1.76500	1.90000	1.95000

**2012-13 JACKSON CITY SCHOOL DISTRICT**

**Salary Schedule Base = \$29,336**

One-half Step Increase

<b>YEARS</b>	<b>Non Deg</b>	<b>BA Deg</b>	<b>5 Yr.</b>	<b>MA Deg.</b>	<b>MA +15</b>
0	26,402	29,336	30,656	32,270	33,736
1	26,622	29,923	31,316	33,003	34,470
2	26,622	29,923	31,361	33,003	34,470
3	28,163	31,096	32,636	34,470	35,937
4	29,043	32,270	33,956	35,937	37,403
5	29,923	33,443	35,276	37,403	38,870
6	29,923	34,616	36,567	38,870	40,337
7	29,923	35,790	37,917	40,337	41,804
8	29,923	36,963	39,237	41,804	43,271
9	29,923	38,177	40,557	43,271	44,737
10	29,923	39,310	41,877	44,737	46,204
11	29,923	40,484	43,197	46,204	47,671
12	29,923	41,657	44,517	47,671	49,138
13	29,923	42,831	45,838	49,138	50,605
14	29,923	43,417	46,498	49,871	51,338
15	29,923	44,004	47,158	50,605	52,071
16	29,923	44,004	47,158	50,605	52,071
17	29,923	44,591	47,818	51,338	52,805
18	29,923	45,177	48,478	52,071	53,538
19	29,923	45,177	48,478	52,071	53,538
20	29,923	46,351	49,798	53,538	55,005
21	29,923	46,351	49,798	53,538	55,005
22	29,923	47,231	50,751	54,565	56,178
23	29,923	47,231	50,751	54,565	56,178
24	29,923	47,524	51,045	54,858	56,618
25	29,923	47,818	51,411	55,298	56,912
26	29,923	47,818	51,411	55,298	56,912
27	29,923	48,111	51,778	55,738	57,205
28	29,923	48,111	51,778	55,738	57,205
29	29,923	48,111	51,778	55,738	57,205
30	29,923	48,111	51,778	55,738	57,205

## Article 57—Supplemental Positions

- A. Posting Vacancies of Supplemental Positions
1. The Superintendent and Board reserve the right to fill or not fill any supplemental contract.
  2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause the position to be posted for not less than five (5) working days before the position is filled.
  3. The Board declares its general support of a policy of filling vacancies in supplemental positions from within its own teaching staff. Current employees of the Jackson City School district bidding on supplemental contracts will be given an opportunity to present and discuss his/her qualifications for the position with the Superintendent or his designee. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system may best be served by actively seeking and employing candidates from outside the district.
  4. Any employee non-renewed in a particular supplemental position, due to unsatisfactory evaluations shall not be “entitled” to bid or have interview rights on that position for the succeeding scholastic year.
  5. In filling a vacancy, the Superintendent or his designee (s) shall consider certification, training, i.e. course work, workshops, clinics, etc., and recent or relevant experience in filling the position.
- B.
1. Contracts will generally be one (1) year in length. The Superintendent has the right to recommend a longer contract but not to exceed the length of the teaching contract in accordance with Article 32.
  2. Unless the contract is renewed by April 30, it will be considered terminated at its expiration.
- C. Supplemental positions will be evaluated annually.

### SUPPLEMENTAL DUTIES

<u>Duty</u>	<u>% of Base</u> <u>0 Yrs. Exp.</u>	<u>1-2</u> <u>Years</u>	<u>3-4</u> <u>Years</u>	<u>5-6</u> <u>Years</u>	<u>7 or</u> <u>more</u> <u>years</u>
Baseball—Head Coach	14.0	14.5	15.0	15.5	16.0
Baseball—Assistant	7.0	7.5	8.0	8.5	9.0
Basketball—Head Coach	30.0	30.5	31.0	31.5	32.0
Basketball—Assistant	12.0	12.5	13.0	13.5	14.0
Basketball—Freshman	7.0	7.5	8.0	8.5	9.0
Basketball—Jr. High	6.0	6.5	7.0	7.5	8.0
Cheerleader Coach—Head (per season— Football & Basketball)	6.0	6.5	7.0	7.5	8.0
Cheerleader Coach—Assistant (per season— Football & Basketball)	4.0	4.5	5.0	5.5	6.0
Cross Country	12.0	12.5	13.0	13.5	14.0
Football—Varsity Head Coach	30.0	30.5	31.0	31.5	32.0
Football—Varsity Assistant	12.0	12.5	13.0	13.5	14.0
Football—Freshman	7.0	7.5	8.0	8.5	9.0
Football—Junior High	6.0	6.5	7.0	7.5	8.0
Golf	12.0	12.5	13.0	13.5	14.0
Soccer—Head Coach (Boys)	14.0	14.5	15.0	15.5	16.0
Soccer—Head Coach (Girls)	14.0	14.5	15.0	15.5	16.0
Soccer—Assistant	7.0	7.5	8.0	8.5	9.0
Soccer—Junior High	6.0	6.5	7.0	7.5	8.0
Softball—Girls' Head Coach	14.0	14.5	15.0	15.5	16.0
Softball—Assistant	7.0	7.5	8.0	8.5	9.0
Tennis—Head Coach (Boys or Girls)	12.0	12.5	13.0	13.5	14.0
Track—Head Coach (Boys or Girls)	12.0	12.5	13.0	13.5	14.0
Track—Head Coach (Dual)	15.0	15.5	16.0	16.5	17.0
Track—Assistant	7.0	7.5	8.0	8.5	9.0
Track—Junior High	6.0	6.5	7.0	7.5	8.0

<u>Duty</u>	<u>% of Base 0 Yrs. Exp.</u>	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5-6 Years</u>	<u>7 or more years</u>
Volleyball—Head	14.0	14.5	15.0	15.5	16.0
Volleyball—Assistant	7.0	7.5	8.0	8.5	9.0
Volleyball—Junior high	6.0	6.5	7.0	7.5	8.0
Wrestling—Head Coach	12.0	12.5	13.0	13.5	14.0
Wrestling—Assistant	7.0	7.5	8.0	8.5	9.0
Wrestling –Junior High	6.0	6.5	7.0	7.5	8.0
Art Fair Coordinator (HS or JMS)	3.0	3.5	4.0	4.5	5.0
Athletic Equipment Director (All sports)	11.0	11.5	12.0	12.5	13.0
Athletic Equipment Director (Football only)	6.0	6.5	7.0	7.5	8.0
Audio Visual Director	6.0	6.5	7.0	7.5	8.0
Head band Director	15.0	15.5	16.0	16.5	17.0
Assistant Band Director	6.0	6.5	7.0	7.5	8.0
Video for Athletics Director	2.0	2.5	3.0	3.5	4.0
Jr. Class Advisor	4.0	4.5	5.0	5.5	6.0
Sr. Class Advisor	6.0	6.5	7.0	7.5	8.0
Eisteddfod (Vocal Music Teachers)	1.0	1.5	2.0	2.5	3.0
Future Teachers Advisor	3.0	3.5	4.0	4.5	5.0
Director of Glee Clubs	5.0	5.5	6.0	6.5	7.0
Hi-Y Advisor	4.0	4.5	5.0	5.5	6.0
Tri-Hi-Y Advisor	4.0	4.5	5.0	5.5	6.0
National Honor Society Director	2.0	2.5	3.0	3.5	4.0
Osky Wow Advisor	10.5	11.0	11.5	12.0	12.5
JMS Yearbook Advisor	3.0	3.5	4.0	4.5	5.0
Play Director	10.0	10.5	11.0	11.5	12.0
Assistant Play Director	4.0	4.5	5.0	5.5	6.0
Science Fair Coordinator (HS or JMS)	3.0	3.5	4.0	4.5	5.0
Skeleton Advisor	4.0	4.5	5.0	5.5	6.0

<u>Duty</u>	<u>% of Base 0 Yrs. Exp.</u>	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5-6 Years</u>	<u>7 or more years</u>
Student Council Advisor (HS)	4.0	4.5	5.0	5.5	6.0
Student Council Advisor (JMS)	4.0	4.5	5.0	5.5	6.0
Hi-Q Advisor	4.0	4.5	5.0	5.5	6.0
Student Health Council Advisor (HS or JMS)	3.0	3.5	4.0	4.5	5.0
Head Teacher—Elem. Bldg. with shared Admin.	6.0	6.5	7.0	7.5	8.0
Safety Patrol Advisor	4.0	4.5	5.0	5.5	6.0
Band Auxiliary Coach	4.0	4.5	5.0	5.5	6.0
Department Chairman	7.5				

### **Article 58—Complete Agreement**

The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

The written provisions of this Agreement constitute the whole and entire Agreement (including any and all understanding) between the parties concerning any and all matters within the scope of collective bargaining.

### **Article 59—Rehiring of Retired Teachers**

Any teacher who has retired under the Ohio State Teachers Retirement System (STRS) or any other state teachers retirement system in the United States and subsequently is employed in the Jackson City School District shall be placed on the salary schedule at the proper training column and shall be granted zero (0) years experience credit. For such retired teachers only, this article expressly supersedes ORC 3317.13 and all other applicable laws.

Such retired teacher is only eligible for a one year limited employment contract that shall be automatically non-renewed at the end of that year. Such teacher will not resume nor be eligible for continuing contract status during any period of employment with the Jackson City School District. For such teachers only, this article expressly supersedes the individual contracts and contract renewal provisions of this agreement (Article 32 and 33) as well as sections 3319.11 and 3319.111 of the Ohio Revised Code and all other applicable laws.

Retired teachers who have been rehired by the district will be provided with health insurance benefits if they are employed full time.

Retired teachers who have been rehired by the district shall not be eligible to receive any severance or super severance pay upon leaving employment with the district.

Such retired teachers shall begin reemployment with the district with no seniority and shall not accumulate seniority while employed with the district.

For purposes of sick leave, such teacher shall be considered a beginning employee and start with zero (0) days of sick leave accumulation.

The provisions of this article and its terms will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law. Upon final consideration for employment, a retiree will be provided with a copy of Article 60 of this Agreement and will be asked to sign a waiver indicating the following: (1) he/she has been provided with a copy of Article 60, (2) he/she knowingly waives statutory rights that would otherwise provide more wages and more benefits than provided under Article 60, and (3) he/she agrees not to file any challenges against the Board or the Association regarding the wages and benefits provided in accordance with Article 60 of the Agreement, including any age discrimination claim.

It is the intent of the Board to use retired teachers to fill vacancies in positions which it could not reasonably fill with candidates who are not retired. It is not the Board's intention to permanently fill vacancies with retired teachers, but to exercise this option only until such time that a qualified applicant can be found for a position being filled by a retired teacher.

### **Article 60 – Assignment of Student Teachers**

A. Preferred criteria to supervise a student teacher shall include

1. A minimum of five (5) years teaching experience with 3 years in the same assignment;
2. A Master's Degree or the equivalent (30 semester hours above Bachelor's); or National Board Certification; and
3. Pathwise Training completed or other Mentoring Training

It is understood that in some cases 2 and 3 may not be possible when a teacher/mentor could be a stronger choice for the student teacher candidate.

B. Participation as a supervising teacher shall be voluntary.

C. Supervising teachers will be provided necessary information about the student teacher.

- D. The principal of the building must be notified of the student teacher candidate, and will make the final assignment in his/her building after consultation with the volunteering teacher.
- E. No student teacher will substitute a class, nor will any supervising teacher be utilized as a regular full substitute while he/she has a student teacher. A supervising teacher could be used in an emergency situation when no other substitute is available.
- F. No supervising teacher shall be assigned more than one (1) student teacher during a school year. An exception might be where no other supervising candidate is available or qualified.

•            **Article 61—Negotiations Agreement**

This Negotiations Agreement is made and entered into this   16   day of   June  , 2011, by and between the Board of Education of the Jackson City School District, hereinafter called the Board, and the Jackson City Education Association, hereinafter called the Association. The contract shall be effective June 30, 2011 through July 31, 2014.

**JACKSON CITY EDUCATION ASSOCIATION**

**JACKSON CITY  
BOARD OF EDUCATION**

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Jackson City School District*

*Schedule of Benefits*

	<b>H.S.A.</b>
<b>Network Deductible</b>	\$2,750/\$5,500
<b>Non-Network Deductible</b>	\$50000/\$10,000
<b>Network Coinsurance</b>	80/20%
<b>Non-Network Coinsurance</b>	70%
<b>Network Coinsurance Out-of-Pocket Maximum</b>	NA
<b>Non-Network Coinsurance Out-of-Pocket Maximum</b>	\$2,750/\$5,500
<b>Network Total Out-of-Pocket Maximum</b>	\$1,250/\$2,500
<b>Non-Network Total Out-of-Pocket Maximum</b>	\$10,000/\$20,000
<b>Network Office Visit Co-Payment</b>	NA
<b>Network Urgent Care Provider</b>	NA
<b>Network ER Copays</b>	NA
<b>Network Per Confinement Deductible</b>	NA
<b>Prescription Drug Co-Payment</b>	NA

APPENDIX A

**Jackson City Education Association  
Grievance Procedure  
Article 3**

A grievance is an alleged violation, misinterpretation, or misapplication of the written negotiated agreement between the Jackson City Education Association and the Jackson City Board of Education. Bargaining unit members should refer to Article 3 of the Negotiated Agreement currently in effect for additional information.

Grievance Number \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Current Assignment \_\_\_\_\_

Date of Filing \_\_\_\_\_

Date of Alleged Violation of the Negotiated Agreement \_\_\_\_\_

Article(s) and provision(s) of the Negotiated Agreement that were allegedly violated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level I—Informal**—Identify and discuss grievance with immediate supervisor or principal.  
Initiated within twenty (20) days of the event

Date of meeting \_\_\_\_\_

Parties involved \_\_\_\_\_  
\_\_\_\_\_

Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level II—Formal**—File the grievance in writing with the immediate supervisor or principal within five (5) days of the informal hearing. Formal hearing shall be scheduled within ten (10) days of filing.

Date filed \_\_\_\_\_

Parties involved \_\_\_\_\_  
\_\_\_\_\_

Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level III—Superintendent**—If not satisfied with disposition at Level II, grievant may request, in writing, a meeting with the Superintendent to be scheduled within ten (10) days of receipt.

Date filed \_\_\_\_\_

Parties involved \_\_\_\_\_  
\_\_\_\_\_

Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level IV—Arbitration (with concurrence by the Association)**—Within ten (10) days after receiving the decision by the Superintendent, the grievant may appeal the decision by notifying the Superintendent in writing of the grievant’s wish to file for arbitration pursuant to the American Arbitration Association (AAA) rules and regulations.

Date filed with Association Grievance Committee \_\_\_\_\_

Action by Committee \_\_\_\_\_

\_\_\_\_\_

Concur with grievance

Do not concur

Signatures of Committee members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Should the Grievance Committee concur, all information will be submitted to the arbitrator for opinion. Should the Grievance Committee not concur, the grievant may elect to pursue any legal or statutory remedy. Such election shall bar any further or subsequent proceedings under the Grievance Procedure.

*APPENDIX B*

**SICK LEAVE BANK FORM**

**TRANSFER OF SICK LEAVE**

**(Certified Staff)**

Date \_\_\_\_\_  
[Form to be used Sept. 1 to Oct. 15]

I, \_\_\_\_\_, wish to voluntarily transfer \_\_\_\_ day(s) [maximum of three]  
of my accumulated sick leave.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
For Treasurer's Use

\_\_\_\_\_  
(MM/DD/YY of Transfer)

APPENDIX C  
**CONTINUING CONTRACT ELIGIBILITY REQUEST**

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Grades and/or Subjects \_\_\_\_\_

I certify that I have met the following requirements and attached the necessary documentation by September 15, to be considered for Continuing Contract Eligibility:

1. Form requesting consideration for continuing contract;
2. Written documentation showing proof of eligibility for a continuing contract by certification/licensure along with evidence of the additional coursework completed) for continuing contract eligibility;
3. Have been a fulltime employee of the system for three (3) full years of teaching – or have attained continuing contract elsewhere and have been a full-time employee of the system for two (2) full years;)
4. Have received a professional certificate/license prior to April 1 (this includes having a Masters Degree or the equivalent (30 semester hours)

Signature \_\_\_\_\_ of  
Applicant \_\_\_\_\_ Date: \_\_\_\_\_

Note: A continuing contract may not be awarded to a teacher whose current limited contract is not up for renewal. An exception in this case would be a teacher entering the second year of a three (3) year contract who has fulfilled all of the requirements above and has filed his/her professional certificate/license with the Superintendent office before the beginning of the school year.

Approved \_\_\_\_\_ for  
consideration \_\_\_\_\_ Date: \_\_\_\_\_

Not eligible for consideration \_\_\_\_\_  
Date: \_\_\_\_\_

*Note: Copy will be returned to applicant when request is filed.*

***ENTRY YEAR/MENTORING  
MEMORANDUM OF UNDERSTANDING***

The Jackson City Board of Education and the Jackson City Education Association recognize the need to fulfill their obligation in regard to Ohio law and state standards in offering an Entry Year/Mentoring Program for newly licensed teachers.

The Board and Association agree to refer to the Local Professional Development Committee or a subcommittee, appointed by the LPDC, the task of formulating and producing an Entry Year/Mentoring Program that complies with state rules and regulations, district needs, and other related policy as deemed necessary and appropriate.

The work of the committee shall be completed and forwarded, to the Superintendent six (6) months prior to the required implementation date as set forth in Ohio Revised Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board of Education

*Memorandum of Understanding Regarding the  
“No Child Left Behind Act”*

This Memorandum of Understanding is made between the Jackson City School District Board of Education (the Board) and the Jackson City Education Association (the Association).

The parties agree as follow:

1. The parties agree to interim bargaining at the request of either the Board or the Association to bargain the effects of any changes relating to wages, hours, or other terms and conditions of employment required by the “No Child Left Behind Act”(NCLBA), amending the Elementary and Secondary Education Act (ESEA) and related state law. It is understood by the parties that the legislation may require the Board, in the future, to modify its employment and/or personnel practices to conform to the federal mandate and comply with the provisions of the NCLBA, its implementing regulations and related state law and regulations. The parties will engage in good faith bargaining for a period not to exceed fifteen (15) days. If the parties reach impasse, they will proceed to mediation through the Federal Mediation and Conciliation Service. In the event agreement is not reached through mediation within fifteen (15) days after impasse, the parties will proceed to final and binding arbitration consistent with the rules of the American Arbitration Association.
2. The Local Professional Development Committee (LPDC) will develop a procedure to determine by the end of the second week of the 2003-2004 school year and each year thereafter whether teachers are highly qualified, and if not, what they need to do to become highly qualified. LPDC will forward to the superintendent the list of teachers that LPDC has determined not to be highly qualified together with a list of requirements which must be completed for the teacher to become highly qualified. The Superintendent, or his designee, shall review the list, amend it if necessary, and notify each teacher who is not highly qualified of the necessity to complete the requirements. Each such teacher shall file an amended plan with the LPDC by September 30<sup>th</sup> of each year.
3. The LPDC will provide a recommended draft letter to the Superintendent that meets the requirements of the NCLBA to notify parents if their child is assigned for instruction or has been taught for four (4) or more consecutive weeks by a teacher who is not “highly qualified.”

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
President/JCEA

\_\_\_\_\_  
Date

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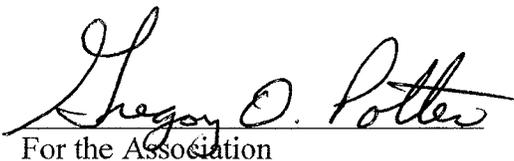
**Article 26 – Sick Leave**  
**MEMORANDUM OF UNDERSTANDING**

The Jackson City Board of Education and the Jackson City Education Association recognize the language in Article 26 – Sick Leave – Section A, Paragraph 4, should read:

Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1 1/4) days of sick leave shall be granted full time employees for each completed month of employment up to fifteen (15) days per year. Unused sick leave may be accumulated up to three hundred thirty-nine (339) days total accumulation. Employees who have accumulated their maximum number of sick leave days will have their sick leave credited at the end of the school year.

2-2-12

Date

  
For the Association

2-2-12

Date

  
For the Board of Education