

11-MED-04-0767

STATE EMPLOYMENT  
RELATIONS BOARD

1334-01

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K 27514

MASTER AGREEMENT

Between The

JOHNSTOWN EDUCATION ASSOCIATION

And The

JOHNSTOWN-MONROE LOCAL BOARD OF EDUCATION

June 30, 2011 through June 30, 2014

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2. The meeting shall be within fifteen (15) days of the request.
3. The meeting shall be conducted in a manner as stated in Level I.
4. Within fifteen (15) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

F. **LEVEL III - ARBITRATION**

1. If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may, within fifteen (15) days of receipt of such response, make written request to the School Board and the JEA Executive Board that the grievance be submitted to arbitration, providing the grievance is based upon an alleged violation, misinterpretation, or misapplication of the written terms of the contract between the Board and the Association.
2. The arbitrator shall be selected by the Superintendent and President of the Johnstown Education Association or their designees.
3. If the Association President and the Superintendent cannot agree within ten (10) days on an arbitrator, the arbitrator shall be selected from the American Arbitration Association, according to its voluntary rules and regulations.
4. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated. However, 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 arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit unrelated observations or declarations of opinion which are not directly essential in reaching his/her decision.
5. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable laws, and rules and regulations having the force and effect of law.

6. The ruling of the arbitrator shall be made in writing to the Association, the aggrieved and Superintendent, and shall be final and binding on the parties to the limit of the grievance as stated.
7. Cost of the arbitrator shall be shared equally by the aggrieved and the Board. At its option, the Association may assist the aggrieved in sharing the cost.

## **ARTICLE 5 - TEACHER RIGHTS**

The private and personal life of teachers shall not be used as a condition of employment or renewed employment except if in the judgment of the Board it interferes with the teacher's professional performance or student morals.

Members may wear the insignia, pins or other identifications of membership in the Association and its recognized affiliates.

## **ARTICLE 6 - TEACHING CONDITIONS**

- A.
  1. The local Superintendent will confer with the Association President on school calendars. It is fully agreed that the adoption of the school calendar is the legal responsibility of the Board. Should the Board be required to make up days because of excessive calamity days or other circumstances, the Thanksgiving break, the Christmas break, and the five (5) days of spring break will not be used as make-up time.
  2. The local Superintendent will also confer with the Association President before making recommendations to the Board on proposed calendar changes.
  3. The contract year shall consist of one hundred eight-four (184) days for the term of this Agreement as follows:
    - a. Days of Instruction .....178
    - b. Parent – Teacher Conference Days .....2  
Scheduled in accordance with Article 22
    - c. Teacher Organizational/Closing Days .....2  
Scheduled in accordance with Article 23
    - d. Professional Development days .....2  
The professional development days will be scheduled during the 184-day teacher work year and will not be scheduled on the

Friday immediately before the school year. A bargaining unit member may be permitted, with the approval of the Superintendent, to attend a professional development opportunity during such time outside the District that is related to the bargaining unit member's teaching assignment.

- B. 1. Bargaining unit members shall not be required to report to school earlier than fifteen (15) minutes before the established school opening nor remain longer than fifteen (15) minutes after school dismissal. (Exceptions will be made for early dismissal days and building faculty meetings.) Bargaining unit members may be excused from the above stated fifteen (15) minute periods by the principal or local Superintendent. In no case will a member's work day exceed seven (7) hours including the duty-free lunch period required below except as noted in Article 6, Section K.
- 2. An uninterrupted duty free lunch period of no less than thirty (30) consecutive minutes shall be provided each bargaining unit member. No grade level, faculty, IEP, or other meetings shall be scheduled during a member's lunch without mutual consent.
- C. Travel time between schools shall not be considered lunch or conference time for those members assigned responsibilities in two (2) or more buildings. Traveling teachers will be given a maximum of thirty (30) minutes and a minimum of twenty (20) minutes to travel between buildings and be prepared to teach, exclusive of lunch and planning and conference time.
- D. Class size and class load shall comply with the requirements of State Board of Education Minimum Standards for secondary (7-12) classes and elementary (K-6) self-contained classes.
- E. The Board shall make known to bargaining unit members the sequence for reviewing and updating curriculums and/or textbooks for the District.
- F. Bargaining unit members shall be provided materials to instruct their classes and perform their duties within the budgeting constraints of the District as determined by the local Superintendent and approved by the Board.
- G. The number of pupils assigned to a member shall not exceed the number of pupil desks or State Department of Education approved teaching stations following an adjustment period of two (2) weeks after the beginning of each semester.
- H. Bargaining unit members shall be provided a room key. Upon request, members shall be provided a building key or keyless entry swipe card. All keys and swipe cards shall be returned to the principal's office on the member's check-out day or at a mutually agreed upon time. With the Principal's approval, the member will have the option of keeping his/her key(s) or swipe card over the

summer vacation. Members retiring, resigning or laid off shall return all keys and swipe cards on the member's last day or check-out day at the end of the year. Members not turning in the keys or swipe cards at the agreed upon time shall be assessed twenty-five dollars (\$25) per key and ten dollars (\$10) per swipe card. Under no condition shall any room key or building key be duplicated without prior express written approval of the Superintendent.

The custodial/maintenance staff shall post a schedule of the areas to be waxed during the month of August.

- I. 1. All bargaining unit members in grades 6-12 shall be provided at least one (1) class period per day of released time for planning and conferences, professional study, or lesson preparation. It is understood that if students are present, unless invited by the teacher, such time will not be counted as planning time under this provision.

In the case of Block scheduling, teachers assigned to grades 6-12 will receive the equivalent of one (1) class period per day of released time for planning and conferences, professional study, or lesson preparation as follows:

- a. Monday, Tuesday and Fridays each teacher will have one (1) class period per day of released time for planning and conferences, professional study, or lesson preparation.
- b. In addition, each teacher will receive a double class period of released time for planning and conferences, professional study, or lesson preparation on either Wednesday or Thursday of each week.

2. All elementary (K-5) bargaining unit members shall be provided two hundred twenty (220) minutes released time per week for planning and conferences, professional study, or lesson preparation.

Any member assigned elementary teaching responsibilities on a full day basis five (5) days per week, who has been assigned by the principal three (3) or more days with less than a thirty (30) minute block of planning time shall have no extra duties (Bus duty/lunch duty/recess duty) on at least two (2) days per week.

Members waiving the assigned planning and conference time may be scheduled extra duties at the discretion of the principal.

- J. Building faculty meetings shall be defined as those meetings designed to handle school business and operation of the school.

No more than one (1) regular building meeting shall be held each month with the exception of the months of September and May. During the months of September and May, two (2) building meetings may be held if deemed warranted by the Administration. In addition, in the event an emergency arises as determined by the Administration, additional faculty meetings may be called.

Building meetings shall not last longer than sixty (60) minutes beyond the bargaining unit member's contractual day unless an emergency exists as determined by the Administration and such meeting requires a longer period of time.

- K. All staff development programs shall be cooperatively developed through one (1) committee. The committee shall be composed of an equal number of building Association members and Administration Members. The committee shall be responsible for developing inservice topics appropriate to the grade level needs of each group.

Members shall be notified by the Superintendent of the proposed dates by September 30<sup>th</sup> for the first semester and by January 15<sup>th</sup> for the second semester.

- L. Every effort shall be made to have all classrooms available for teachers and ready for opening day at least three (3) days prior to the first day of school for students.
- M. All bargaining unit members new to the District shall be provided with a packet of orientation information dealing with insurance and basic forms they will have to work with as an employee of the District.
- N. The District will schedule two- (2) hour delays throughout the school year. One-half of the total number of such days, but in no event more than four (4) such days per school year, will be accorded to teachers to be used in the preparation and use of quarterly assessments; should quarterly assessments not be in use, these teachers days will be dedicated to activities related to the preparation and use of other school improvement practices. The remaining days shall be used at the discretion of the Administration.
- O. A special education teacher will receive not less than one (1) day of release time per semester for the purpose of developing IEPs. If the teacher is responsible for at least sixteen (16) IEPs, a second day of release time will be given. The date(s) and work location(s) will be worked out mutually by the teacher and the Superintendent or designee.

## **ARTICLE 7 - PAYROLL DEDUCTIONS AND PROCEDURES**

### **A. PROCEDURES**

1. Payroll procedures for teachers are set up on a basis of twelve (12) months, or one hundred eighty-four (184) days. Thus, a day's pay is equal to 1/184 of the annual salary and is used in making deductions for absences. There are twenty-six (26) paydays during the school year and they fall bi-weekly on Friday. Every six (6) to seven (7) years, when necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid twenty (27) pays in that year. The Treasurer shall provide written notice to bargaining unit members at least ninety (90) days prior to the three- (3-) week period. When it is necessary to utilize the three (3) week pay period, the period will occur between the last scheduled pay of August and the first pay of September. When a payday falls on a scheduled holiday in the school calendar, payments will be made on the day preceding the holiday. All bargaining unit members will have their payroll direct deposited. Members will receive their check stubs no later than the regularly scheduled pay date. Direct deposit notices will be available for viewing on-line no later than the regularly scheduled pay date.
2. In case of resignation of members before the end of the current school year, full payment will be made the next pay period processed following the Board approved date of resignation.

### **B. DEDUCTIONS**

1. Deductions from pay are made for:
  - a. Unauthorized absence.
  - b. Withholding tax, according to information contained on the Exemption Certificate filed with the Board Treasurer; and governmental withholding schedules.
  - c. Hospitalization insurance and other group insurance, as authorized by the bargaining unit member.
  - d. Bargaining unit member's share of the State Teachers Retirement System contribution.
  - e. Payroll deductions shall be made for annuity programs authorized by bargaining unit members. The Treasurer, school officials, and the Board will be held harmless from any authorized deduction, which may be contrary to IRS requirements.

- f. JEA/COTA/OEA/NEA dues shall be deducted from each member submitting a signed approved authorization form to the Treasurer no later than September 30. Said dues shall continue to be deducted each year unless the member submits a written request to the Treasurer between September 1 and September 30 that he/she no longer authorizes the deductions. Such deductions shall be made in eighteen (18) installments. If for any reason the Board makes an error in the dues deduction process as above provided, it shall be the employee's responsibility to contact the Treasurer in writing stating the error made and requesting a mutually agreeable correction. The Association agrees to hold the Board or its designee harmless for errors arising out of the dues deduction procedure, but if such errors are not corrected, the Association shall have the right to grieve. Corrections of errors in excess of \$50.00 shall be pro-rated.
- g. FCPE, upon written authorization by bargaining unit members in accordance with Section 3313.262 of the Ohio Revised Code.

## **ARTICLE 8 - FAIR DISMISSAL POLICY**

### **A. TERMINATION OF CONTRACT**

A bargaining unit member's contract may be terminated only for reasons of gross inefficiency, immorality, willful and persistent violations of reasonable regulations of the Board of Education and/or for other good and just cause. The hearing procedures as set forth in Section 3319.16 of the Ohio Revised Code shall be adhered to with respect to any termination of the contract.

### **B. NON-RENEWAL OF REGULAR LIMITED CONTRACT**

The non-renewal of limited contracts shall be in accordance with the provisions of Section 3319.11 of the Ohio Revised Code.

If the District is prohibited from fulfilling the evaluation requirements contained in Article 11 due to a limited contract teacher being on a leave of absence, the following requirements must be met to nonrenew the teacher's contract.

1. At least one (1) evaluation must be completed in the last year of the teacher's contract and
2. At least ten (10) of the thirty (30) indicators on the evaluation must be rated as "not satisfactory."

## **ARTICLE 9 - DISCIPLINE AND REPRIMAND**

In the event a bargaining unit member is reprimanded or disciplined by an Administrator for alleged violation of Board rules or regulations or for unprofessional performance or conduct, the member shall discuss the reprimand or discipline with the administrator who imposed such reprimand or discipline. In the event no satisfaction is received, the member may appeal to the Superintendent and thereafter, upon written request, may appeal to the Board of Education. The member shall, upon written request, be entitled to representation by counsel or any Association representative at each of the foregoing procedural steps.

No bargaining unit member shall be reprimanded or disciplined without being presented with specific written reasons for said reprimand or disciplinary action by either the principal or the local Superintendent.

## **ARTICLE 10 - REGULAR CONTRACTS AND SEQUENCE OF ISSUANCE**

### **A. SEQUENCE OF ISSUANCE**

1. Limited regular contracts shall be issued in the following order:
  - a. Upon initial employment, the first limited contract may be for one (1) year.
  - b. Upon renewal for the first time of a member's regular limited contract, a limited contract of one (1) or two (2) years shall be offered.
  - c. The third limited regular contract offered a member shall be for one (1), two (2), or three (3) years.
  - d. Subsequent limited regular contracts shall be for three (3) to five (5) years, subject to the provisions below in section "e".
  - e. After a minimum of three (3) classroom visits, the Principal may recommend to the Superintendent that he/she recommend a limited contract duration of less than what might otherwise have been offered. The Principal's recommendation shall be based upon classroom observation and the member's job performance. If such a recommendation is to be made, the Principal shall meet and discuss his/her decision with the member prior to making his/her recommendation to the Superintendent. This provision may not be employed in two (2) successive years.

2. Bargaining unit members employed on a multi-year limited year contract who become eligible to be considered for a continuing contract during the term of the limited contract may be considered for a continuing contract in April of the contract year of eligibility. Members becoming eligible for consideration shall notify the local Superintendent in writing no later than September 15. Upon meeting the requirements for a continuing contract as prescribed herein and upon conclusion of his/her current limited contract, a unit member will automatically be considered for a continuing contract without filing a written notice with the Superintendent. The employee is responsible for ensuring that all necessary documentation is submitted to his/her personnel file.

Bargaining unit members may be eligible for a continuing contract based upon the following conditions:

- a. Certification/License

The member must hold a professional, permanent or life certificate OR hold a five (5) year professional educator license.

- b. Coursework

- i) If the member held a Master's degree at the time the required certificate/license was issued, the employee must have completed six (6) semester hours, or the equivalent, of graduate coursework since the issuance of the certificate/license.

- ii) If the member did not hold a Master's Degree at the time the required certificate/license was issued the member must have completed thirty (30) semester hours, or the equivalent, of coursework since the issuance of the certificate/license.

The coursework must be in the member's area of licensure or must be related to the teaching field. Members holding a permanent or life certificate are not required to meet coursework requirements.

- c. Service Requirement

- i) The member must have taught within the District for at least three (3) of the last five (5) years.

- ii) If the member held a continuing contract in another district he/she must have taught at least two (2) of the last (5) years in the District.

The required documentation, which shall include an official transcript and the proper certificate/license, must be submitted to the local Superintendent no later than April 1 to be considered for a continuing contract.

Should a member in the term of a limited contract not be granted a continuing contract at the time of eligibility, he/she shall continue employment for the remaining years under the effective limited contract.

**B. INDIVIDUAL CONTRACT - REGULAR**

All members employed by the Board shall be issued written contracts in accordance with Sections 3319.08 and 3319.11 of the Ohio Revised Code. Such contracts shall include the following information:

1. Name of member.
2. Name of school district and Board of Education employing said member.
3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
4. Annual compensation to be paid for the first year of the contract.
5. Basis of determining compensation (i.e. Classroom teacher - B.A. Degree -5 years of experience.)

**ARTICLE 11 - EVALUATION PROCEDURE**

**A. PURPOSES**

The purposes of evaluation shall be as follows:

1. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.
2. To provide evidence of a member's performance.
3. To provide information for consideration of advancement or the award of continued employment.
4. To assist the member in improving instruction and effectiveness.

**B. EVALUATION PROCEDURE**

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1. **Frequency of Evaluations**

- a. All bargaining unit members whose contracts are due to expire at the end of the current contract year shall be evaluated a minimum of two (2) times during the year in which the contract is to expire or to be renewed.
- b. First and second year employees shall be evaluated a minimum of two (2) times each contract year.
- c. All other members shall be evaluated a minimum of one (1) time per year.

2. Certificated or licensed employees of the District as identified in 3319.11(A)(1), (2), or (3) shall be qualified to evaluate bargaining unit members.

3. **Observations and Evaluation Reports**

- a. Each evaluation shall be based upon at least two (2) observations of a minimum of thirty (30) minutes in length. Such observations shall not be held on the day before or after a scheduled vacation or the first day of return following an extended absence of a member. (Extended absence shall be defined as five [5] days or more.)
- b. A written report of the results of each evaluation shall be given to the member at least the day preceding the scheduled conference to discuss the evaluation. A conference shall be scheduled at a mutually agreed upon time to discuss the evaluation but in no event shall said conference be held later than ten (10) work days following the last observation. If extenuating circumstances prohibit one of the parties to meet within the ten (10) days, the conference shall be held no later than twenty (20) days following the last observation.
- c. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) copy will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not necessarily imply agreement with the evaluation. The member shall have the right to attach comments relative to the evaluation within three (3) workdays following the conference.

4. Members whose evaluations reflect a need to improve in one or more areas shall be expected to develop cooperatively with his/her evaluator a written positive program of improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process.
5. The judgment of the evaluator shall not be subject to the grievance procedure in the negotiated Agreement.
6. The Board and Association specifically agree that compliance with the evaluation procedure set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the adoption and implementation of evaluation procedures for bargaining unit members including but not limited to all of the requirements of Section 3319.111 of the Ohio Revised Code.

**C. EVALUATION CYCLE**

1. All teachers new to District, on the last year of a limited contract, or up for a continuing contract must be evaluated by a Full Performance Review.
2. All teachers will follow the following evaluation cycle when C.1. does not apply:
3.
  - a. Full Performance Review (Checklist and Goals)
  - b. Goal Setting
  - c. Student/Parent/Peer evaluations may be used with the prior approval of the evaluation tool by the Principal. After evaluation forms are returned, the Principal and the teacher will meet to review the results and determine goals for the coming year. Peer evaluations will be based on classroom observation.

This is a three-year cycle that staff will follow and experience all levels of the evaluation process.

Note: The cycle will be kept track of and assigned out of the Board office. All teachers will be observed in their classrooms at least once per year unless they are under a full performance review. Full performance review requires two (2) classroom observations.

4. Teachers up for a limited contract or a continuing contract must have two (2) full performance evaluations during that school year, one (1) during the first semester and one (1) during the second semester between February 10 and April 1. Each full performance evaluation would require a minimum of two (2) classroom observations.

5. Teachers will be notified of which evaluation procedure they follow by the second day of school each year.

## **ARTICLE 12 - REDUCTION IN FORCE**

In the event a reduction in the number of the bargaining unit members becomes necessary due to a decline in enrollment, financial reasons, the return to duty of regular members on leave of absence, closing of schools or territorial changes affecting the District, the reduction will be in keeping with the provisions of this Article and Section 3319.17 of the Ohio Revised Code.

There shall be no reduction of educational programs below that required by State Board Minimum Standards.

### **A. PROCEDURES FOR IMPLEMENTING RIF**

1. At least thirty (30) days before implementation, the Association President shall be informed of the Board's intent to initiate a RIF program.
2. As soon as possible after notification, a meeting shall be scheduled between representatives of the Association and representatives of the Board to review the appropriate data. The Association shall be given the opportunity to present its recommendation relative to the proposed RIF.

### **B. PROCEDURE FOR DETERMINING SENIORITY**

1. Seniority in the member's area(s) of certification shall be the basis of any RIF program. The following priority shall be used in determining the least senior member:
  - a. Continuing contract status in District.
  - b. Years of continuous service to the District from date of Board action of employment.
  - c. Years of total teaching experience.
  - d. If a tie remains at this point, it shall be upon the recommendation of the Superintendent.

### **C. PROCEDURES FOR DETERMINING RIF LIST**

1. A list shall be prepared of all bargaining unit members according to seniority within all areas of certification. All approved "leaves of absence" shall be included in determining continuous years of service for seniority purposes. The list shall include the following information:
  - a. Teacher's name

- b. Date of most recent initial employment
  - c. Contract status
  - d. Areas of certification
  - e. Employment status
2. A list shall be prepared indicating the position(s) to be abolished.
3. A reduction in force list will be prepared applying the following steps until all necessary reductions have been accomplished.
- a. Members who leave the District by reason of retirement, resignation, or approved leave of absence.
  - b. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list in that area of certification. A teacher so affected shall be given the option to be reassigned to another position in an area not affected by a reduction in force provided he/she holds a valid certificate in the area and meets one of the following criteria:
    - 1) He/she has successfully taught in the District;
    - 2) He/she has successfully taught in the other area(s) of certification in another district within the last five (5) years immediately preceding the date of official Board action on the reduction in force;
    - 3. He/she has successfully completed at least six (6) semester hours or nine (9) quarter hours of course work from an accredited university related to his/her other area(s) of certification within the last five (5) years immediately preceding the date of official Board action on the reduction in force.
4. Continuous service shall begin when a member is assigned to perform service seventeen and one-half (17.50) hours or more per week and for a period of one hundred twenty (120) continuous days or more per contract year. Continuous service shall be interrupted by 1) subsequent service of less than seventeen and one-half (17.50) hours per week and/or less than one hundred twenty (120) continuous days of service during a contract year or 2) resignation, non renewal, termination, retirement or reduction in force beyond the 24-month period.

D. **PROCEDURES FOR NOTIFICATION OF LAYOFF AND RECALL**

1. A member laid off as a result of RIF shall be given written notification by the Superintendent stating the reasons for the layoff.
2. Procedures for recall from the RIF list shall be as follows:
  - a. A member laid off as a result of RIF shall be placed on the RIF list in reverse order of layoff according to each member's area(s) of certification.
  - b. A member of the RIF list shall be recalled for any position(s) for which he/she is certified, provided said member has demonstrated successful teaching experience in each area of certification or has taken course work within the past five (5) years that will enable him/her to teach effectively the subject(s) required in the position.
  - c. When a position becomes available, the board shall send a certified letter to all members certified for the position to their last known address advising them of such position.

It is the member's responsibility to keep the local Superintendent informed of his/her current address. The member shall within ten (10) days of the date of posting the certified letter, notify the local Superintendent in writing of his/her availability and desire for the position. Failure to notify the local Superintendent within the prescribed time period shall be deemed as notice of being unavailable and/or not interested. The Board shall reinstate that member indicating availability and desire for such position which has the greatest seniority and which complies with the requirements of Paragraph 2.b. above.

- d. No member new to the District will be employed in a position for which a member of the RIF list is certified and meets the qualifications in D.2.b. of this Article until all such qualified members on the RIF list have been recalled or declined in writing an offer of a contract for the position.
- e. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored, as of the date of such return to service.
- f. Laid-off members shall be given preferential consideration for appointment as substitutes.
- g. Members whose contract has been suspended shall remain on the RIF list for a period of twenty-four (24) months beginning the first work day of the following school year.

- h. Laid-off members shall have the right to pay the total premium for group life, hospitalization, and other group insurance made available to members by the Board for a period of two (2) years provided said payment is acceptable to the insurance carriers. The Board shall make every reasonable effort to obtain insurance carriers that will provide this benefit.

E. **EXCLUSIONS**

- 1. Administrative and Supervisory personnel are excluded from the provisions of this Article.
- 2. Nothing contained herein shall preclude the Board, acting upon the recommendation of the Superintendent, from non-renewing the contract of any members in accordance with the Ohio Revised Code and the provisions of this Agreement.

**ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Members who desire a change in grade, subject or building shall file a written statement of such desire with the Superintendent not later than March 15. Such statement shall include the grade and subject to which the member desires to be assigned and the school or schools, in order of preference to which he/she desires to be assigned.
- B. All new promotional positions including administrative, guidance and supplemental duty positions, due to retirement, advancement or resignation, shall be publicized to the entire present teaching staff so that the presently employed certified staff members can be aware of, apply for, and receive consideration for filling such a position. Seniority and qualifications shall be major considerations when two or more members apply for a position.

Vacant guidance and teaching positions will be posted electronically for a period of ten (10) calendar days before filling permanently.

Vacant or newly created administrative and supplemental positions will be posted electronically for a period of five (5) calendar days before filling permanently.

- C. Vacancies and positions will be so listed and copies shall be provided the building Principals to be posted in each school and a copy furnished to the President of the Association. Generally, this posting will be made as early as possible with a copy also posted in the Board office.

- D. In determining a request for voluntary reassignments and transfers, the convenience and wishes of the individual will be honored to the extent that they do not conflict with the instructional requirements and best interest of the school system.

Upon the request of a member, the local Superintendent will hold a conference to provide reasons why a member's request could not be honored.

- E. The local Superintendent shall give notice in all school buildings of the creation of all new positions approved by the Board along with pertinent data concerning the new position.
- F. The local Superintendent, with approval of the Board, shall have the final authority to assign teachers and other employees under his/her supervision.

## **ARTICLE 14 - SICK LEAVE**

- A. Each bargaining unit member employed on a full-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1-1/4) days per month per year effective the beginning date of his/her contract.
- B. Each bargaining unit member employed on a part-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1-1/4) days per month per year effective the beginning date of his/her contract. Each day of accumulation shall be a pro-rated day equal to the number of hours employed to work each day.
- C. All sick leave days accumulated by a bargaining unit member employed on a part-time basis shall be converted on a pro-rated basis in the event of full-time employment.
- D. Sick leave may be used for the following reasons:
1. Personal illness or injury.
  2. Exposure to contagious disease.
  3. Illness in the member's immediate family.

Immediate family for illness shall be defined as mother, father, daughter, son, husband, wife and other family members including persons for whom the member has legal custody or the member is responsible for and is

residing in the member's household. The local Superintendent may authorize the use of sick leave for illness for other relatives upon request.

4. Death in the member's immediate family.

Immediate family for death shall be defined as mother, father, mother-in-law, father-in-law, daughter, daughter-in-law, son, son-in-law, husband, wife, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, grandchildren, step-children, aunt, uncle or cousin. Sick leave for an aunt, uncle or cousin shall be limited to one (1) day per incident. The local Superintendent may authorize the use of sick leave for attendance at a funeral of other relatives upon request.

5. Inability to work due to pregnancy.

6. Medical appointment.

- E. Upon return from sick leave, the bargaining unit member shall furnish a written signed statement on Board prescribed forms specifying for which of the above reasons sick leave was used. In the case of exposure to contagious disease, which could be communicated to others, a physician's statement of fitness must be submitted prior to the individual's return to work. Any bargaining unit member absent for more than five (5) consecutive days will submit a doctor's excuse if so requested.
- F. Unused sick leave shall be accumulated to a maximum of two hundred twenty (220) days. Teachers who have accumulated two hundred twenty (220) days of sick leave as of the first day of school will not be reduced below the maximum of two hundred twenty (220) days at the end of the school year if they are absent on sick leave for a total of fifteen (15) or fewer days in that school year.
- G. Any bargaining unit member who transfers from one Ohio public agency or chartered, certified Ohio school to the Johnstown-Monroe School District shall be credited with their prior accrued, unpaid sick leave balance to a maximum of two hundred twenty (220) days. It shall be the responsibility of the transferring unit member to inform the Board Treasurer within thirty (30) days of hire of such prior accrued, unpaid sick leave accumulation.
- H. Each new full-time bargaining unit member without prior accumulated sick leave shall be credited with five (5) days of sick leave. If any of the five days are used, they shall be deducted from the total sick leave, which may be accumulated during the first year of service as provided by law.
- I. Sick leave may not be used in increments of less than one half (1/2) day.

J. Falsification or fraudulent use of sick leave may result in disciplinary action, including dismissal.

K. **HEALTH EXAMINATION**

1. A physical examination (complete or partial) may be required for any or all school personnel if the physical examination is (1) requested as a safety precaution due to contact with a contagious disease or (2) requested as a determining factor in the competency of the member to fulfill his/her job.
2. In either case, a written request with specific reasons for the request must be given to the member.

L. Full-time bargaining unit members who are employed one hundred twenty (120) continuous days or more during a contract year shall be reimbursed as follows for not using sick leave:

“0” Days	\$125.00
1 Day	\$100.00
2 Days	\$ 75.00

The above incentive pay for not using sick leave shall be distributed in accordance with IRS requirements. Incentive pay is not subject to retirement deductions. Eligible members will receive payment no later than June 30<sup>th</sup>.

**ARTICLE 15 - SICK LEAVE BANK**

The Board and the Association hereby agree to establish a Sick Leave Bank for participation of bargaining unit members, as per negotiated agreement, on the following basis:

A. **PURPOSE**

The Sick Leave Bank is established for the purpose of extending paid leave only in cases of catastrophic or life-threatening illness or injury of the bargaining unit member or immediate family as approved by the Sick Leave Bank Committee. For this purpose, “immediate family” means spouse, dependent child, parent, or a permanent residence in the bargaining unit member’s home.

The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay. Nor shall it prevent or prolong a bargaining unit member from applying for and going on disability retirement.

B. **ESTABLISHMENT**

Each bargaining unit member desiring to participate must contribute at least, and not more than, one (1) day of his/her accumulated sick leave to the bank during an enrollment period which will be the start of the school year through September 15. Sick leave bank shall not exceed a maximum number of days determined by the number of bargaining unit members per school year.

Sick Leave Bank shall not be established if less than forty (40) bargaining unit members participate.

Any bargaining unit member in the District with zero (0) sick leave accumulated at the beginning of the school year will not be allowed to contribute to the bank until the end of the first semester. At that time, there will be a five (5) day open enrollment period to donate one (1) day.

Part-time bargaining unit member days donated will be converted as a percentage of one day based on the percentage of such person's work per day.

In the event the Sick Leave Bank goes to zero (0) days, the Committee will re-open enrollment.

C. **LOANS**

Loans from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.

Loans will be granted for the use of days for catastrophic or life threatening injury or illness. A doctor's statement is required with the application in order to be considered for loan by the Committee.

Loans will be considered only after the bargaining unit member has used all of his/her accumulated sick and personal leave days and has used all possible advances of sick leave days under the Master Agreement.

Loans must be approved by the Sick Leave Bank Committee upon a majority vote.

D. **LIMITATIONS**

The maximum number of days a bargaining unit member may borrow is forty (40) days per request, per school year.

No recipient of the Sick Leave Bank shall earn additional sick or personal leave while using donated leave.

E. **COMMITTEE**

The Sick Leave Bank Committee will consist of the District Superintendent as Chairman, Association President as Vice-Chairman, District Treasurer, and one

## **ARTICLE 1 - RECOGNITION**

- A. The Johnstown-Monroe Local School District Board of Education, hereinafter referred to as the "Board", recognizes the Johnstown Education Association, an affiliate of the OEA and the NEA, hereinafter referred to as the "Association", as the sole and exclusive representative of the teaching personnel, as defined in Article 1, Section B, employed by the Board.
  
- B. The Association shall be the sole and exclusive bargaining representative for the full-time and part-time certificated/licensed teaching personnel (hereinafter referred to as bargaining unit members) including guidance personnel, nurses employed by the Board, librarians, speech and hearing therapists, and tutors.

Teachers employed less than seventeen and one-half (17.5) hours per week and teachers employed on an hourly or as needed basis whose employment does not exceed seventeen and one-half (17.5) hours in any given week shall be bargaining unit members but shall be specifically excluded from the application of the contract renewal, evaluation, and fringe benefit requirements stated in the provisions of this Agreement and Sections 3319.11 and 3319.111 of the Ohio Revised Code.

Substitutes employed in the District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be bargaining unit members but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Substitute teachers thusly 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.

Administrative and supervisory employees who have the authority to hire, assign, evaluate, discipline, transfer, suspend, lay off, recall, promote, to responsibly direct other employees, to adjust employee grievances or to effectively recommend such action, to negotiate or administer negotiated agreements on behalf of the Board, or to responsibly participate in the formation of Board policy are excluded from the bargaining unit in accordance with the provisions of Section 4117.01(F) of the Ohio Revised Code.

- C. It is agreed by both parties that all bargaining unit members shall have the right to join or not join the Association and/or its affiliate. It is also agreed that membership, or the payment of any dues, fees, or assessments to the Association and/or its affiliates, or in lieu thereof, shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.

Association representative from each academic building (except that of Association President). As of 2000-2001, the Committee will consist of six (6) members and be subject to increase due to the establishment of additional academic buildings.

The determinations as to which bargaining unit members obtain donated sick leave and the number of days credited to a particular bargaining unit member are not subject to the grievance procedure.

F. **PAYBACK**

Any bargaining unit member who borrows from the bank must begin payback at such time as the member has accumulated forty (40) days sick leave on the last day of the school year. Once repayment is initiated, the member will continue to repay accumulated sick leave to the bank on the last day of each school year, so long as the member's accumulated sick leave days do not fall below thirty (30) accumulated days, until the entire amount borrowed is repaid. Payback is returned to the Sick Bank and could increase the number of days in the Sick Leave Bank beyond the established number for that particular school year.

I have read the above information on the Sick Leave Bank and I wish to contribute one (1) accumulated sick day this school year of 20\_\_.

In the event the Sick Leave Bank goes to zero (0) this 20\_\_ school year, I will contribute one (1) accumulated sick day.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please make a photocopy of this signed document for your records before sending to the Treasurer's Office.

**ARTICLE 16 - PERSONAL LEAVE**

- A. Three (3) days of personal leave may be granted to each bargaining unit member to conduct urgent personal business, which cannot be conducted outside of the regularly scheduled contract days.

Such leave is granted upon submitting a signed written request on the form approved by the Board to the building principal at least two (2) days prior to the requested leave. When emergency situations arise making this compliance impossible, the Local Superintendent shall be advised at the earliest opportunity and the written application for personal leave shall be submitted to the Local Superintendent within three (3) days after date of absence.

- B. Personal leave requests for more than two (2) staff members in the same building on the same day may be approved at discretion of the building Principal.

- C. Upon submitting a signed written request on the approved form which shall include the following statement, "I affirm that the use of personal leave is authorized pursuant to the personal leave provisions of the Agreement between the Board and the Johnstown Education Association", the Principal and the Superintendent shall approve the application. However, should reasonable cause exist which would lead the Superintendent to believe that the use of the requested personal leave is not for an approved business purpose, the local Superintendent shall require that the specific purpose of such leave be stated.
- D. Unused personal leave days may not be cumulative.
- E. Full-time bargaining unit members who are employed one hundred twenty (120) continuous days or more during a contract year shall be reimbursed as follows for not using personal days:

<u>Days Used</u>	<u>Amount Reimbursed</u>
"0" Days	\$125.00
1 Day	\$100.00
2 Days	\$ 75.00

The above incentive pay for not using personal leave shall be distributed in accordance with IRS requirements. Incentive pay is not subject to retirement deductions. Eligible members will receive payment no later than June 30<sup>th</sup>.

## **ARTICLE 17 - ASSOCIATION LEAVE**

Association leave shall be granted for a representative or elected official of the Association to attend professional association meetings. Such leave shall not exceed a total of four (4) member days. The President of the Association shall submit a request in writing to the local Superintendent at least four (4) days in advance of said meeting with the name(s) of the members desiring to attend. Substitutes will be provided by the Board and the Association shall be responsible for all members' travel and meeting expenses.

## **ARTICLE 18 - JURY DUTY**

Members receiving notices to serve on jury duty shall promptly notify their building Principal and submit a copy of the notice to the Treasurer. Members required to report and/or serve on jury duty shall receive their regular compensation. Within five (5) calendar days of returning from jury duty, the member shall remit the jury duty compensation to the Treasurer less receipted expenses for travel, parking, and/or food.

## **ARTICLE 19 - UNPAID LEAVE OF ABSENCE**

### **A. MILITARY LEAVE**

Members shall be granted paid and unpaid leave in accordance with Sections 5923.05.

### **B. PROFESSIONAL UNPAID LEAVE**

Upon recommendation of the Superintendent and the approval of the Board of Education, members may be granted one (1) year unpaid leave of absence for the purpose of furthering their education in their teaching field provided a satisfactory substitute is available.

### **C. CHILD CARE LEAVE**

In addition to the provisions of the Family Medical Leave Act, an additional year of unpaid leave may be granted to a member after the birth or adoption of a child at the discretion of the Board of Education if so requested. Members requesting and granted said unpaid leave shall return at the earliest appropriate time in the school year as determined by the building Principal. The earliest appropriate time may be at the conclusion of a nine (9) week period or at the end of a semester.

D. An unpaid leave of absence shall not be granted for a period of time extending beyond the term of the member's contract. Members may be granted a disability unpaid leave of absence in accordance with the provisions of Section 3319.13 of the Ohio Revised Code.

E. Members on an unpaid leave of absence shall notify the local Superintendent in writing no later than March 15<sup>th</sup> in the year their unpaid leave is due to expire of their intent to return.

## **ARTICLE 20 - PROFESSIONAL MEETINGS**

A. The Superintendent may approve attendance and payment of expenses of any teacher or employee of District for the purpose of professional meetings. The Superintendent will approve expenses substantiated as per the District's claim form. A teacher may be granted approval to attend a professional meeting without the allocation of expense reimbursement funds.

B. Teacher initiated request for professional leave may be approved for a maximum of three (3) days per contract year. Such requests may include attendance at professional meetings or to observe in another school system. All such requests shall be submitted to the building principal for evaluation and recommended

approval or disapproval. The local Superintendent shall make the final determination relative to the request.

Administrative initiated requests for a teacher to attend a professional meeting may be in addition to the three (3) day limit established for teacher initiated requests.

Legally reimbursable expenses involved in attending professional meetings is at the discretion of the local Superintendent and will be reimbursed by the Board within ten (10) working days after presentation of the expense form provided by the Board. Receipts for registration, lodging, transportation (airfare) and meals must be attached to the expense form. Board of Education may not reimburse members for gratuities.

Additional professional days may be granted at the discretion of the Superintendent upon teacher requests.

A member may be granted approval to attend a professional meeting without the allocation of expense reimbursement funds.

- C. Bargaining unit members shall be reimbursed for expenses for attendance at professional meetings held when school is not in session in accordance with the provisions of this Article.
- D. Bargaining unit members who have been elected to serve in an official capacity in a state or national office of an organization which is sponsored by or is an affiliate of the OEA and/or NEA or recognized by the State Department of Education may be granted additional professional days without salary deduct but without Board travel expense reimbursement to assume required responsibilities. The number of professional days that may be used for this purpose shall be determined by the Superintendent with the approval of the Board.

(Examples of approved organizations: National Association of Teachers of English; Office Education Association President; State Association of Vocational Home Economics Teachers, etc.)

## **ARTICLE 21 - PARENTAL COMPLAINT POLICY**

- A. The School Board and the Association recognize that interested parents may find it necessary to file a complaint regarding a member's treatment of a student, classroom policy, or the material being taught in a specific course. In many cases, these complaints may best be resolved by direct communication between the parent and members.

- B. Hence, the Board and the Association agree that parents should resolve complaints at the lowest step of the following procedure and in this sequence:
1. Meet and discuss the problem/concern with the teacher.
  2. Meet and discuss the problem/concern with Principal and teacher.
  3. Meet and discuss the problem/concern Superintendent, Principal and teacher.
  4. Meet and discuss the problem/concern with the Board, Superintendent, Principal and teacher.
- C. A conference form signed by the teacher will be put on file in the Principal's office for all formal conferences held between parent and teacher. A copy of the form will be mailed to the parent.

## **ARTICLE 22 - PARENT - TEACHER CONFERENCE DAY**

- A. Conference day dates are to be scheduled at the discretion of the Superintendent and the Board of Education within the school calendar and five (5) day school week.
- B. Conference dates should be determined no later than September 30 of each year. Said days and times will be communicated to each member in writing by the local Superintendent.
- C. Scheduled conference day(s) shall be counted as full contract days on the school calendar for each member. Only absences for personal illness or an emergency shall be excused for salary purposes. Absences due to illness or an emergency will be assessed in one-half (1/2) day increments of sick leave or personal leave.
- D. Two (2) conference days will be scheduled during the school year. Conferences will be scheduled at the high school and middle school from 3:00 to 6:30 p.m. and at the elementaries from 4:00 to 7:30 p.m. One (1) of the half (1/2) days will be scheduled during the month of November, the other half (1/2) day will be scheduled during the month of February. The staffs of each building in the District will select the specific dates for their conferences. The selection will be made through consensus. Staff members will be dismissed on a future date per the school calendar.
- E. Parents who are unable to attend a parent-teacher conference in the evening shall be scheduled during the day upon request. Parents so requesting shall contact the building Principal to arrange a parent-teacher conference during the teacher's planning and conference period or other mutually agreed upon time.

- F. Conference time shall not be scheduled in the same week of the month in the fall and springtime.
- G. Assigned conference days shall not exceed the length of the teacher day.

### **ARTICLE 23 - TEACHER ORGANIZATIONAL/CLOSING DAYS**

- A. The Board shall provide annually, within the current number of days of the school year calendar, one (1) organizational day on the week day immediately preceding the first student day and one (1) closing day on the week day immediately following the last student day, during which staff meetings will not be scheduled. Exceptions can be made with the approval of the Association President and the local Superintendent.

The organizational day immediately preceding the first student day shall include at least one-half of the day in the teacher's assigned building, during which staff meetings will not be scheduled.

Part-time employees shall not be required to attend professional meetings that last longer than their normal work day unless they are paid a per diem rate in terms of hours for such extra time.

- B. The Board through its local Superintendent, will work cooperatively with the Association in the development of each day.

### **ARTICLE 24 - NOTIFICATION OF SUBJECT OR GRADE TO BE TAUGHT**

Each building Principal shall notify every teacher by the last day of student attendance of the subjects or grades being taught for the coming year. If any condition arises altering the staffing pattern in any way, any teacher so affected will be notified no later than August 1, except in the event it becomes necessary to alter the staffing pattern or assignment after August 1 due to resignation, retirements, or the hiring of new personnel. Any teacher whose assignment is thus changed shall be notified in writing as soon as possible.

### **ARTICLE 25 - COMMITTEE AND TUTOR COMPENSATION**

A bargaining unit member serving on after school or assigned summer committee meetings will be paid at the rate of twenty dollars (\$20.00) per hour for work done during these time periods. Any bargaining unit members working as a tutor will be paid at the same hourly rate as above. This hourly rate does not apply to IEP and IAT meetings.

These groups are mandated by statute. The building Principals will make every effort to spread these meetings among the entire teaching staff.

## **ARTICLE 26 - EDUCATIONAL GROWTH PAYMENTS**

- A. In order to qualify for educational growth payment, a member must have approval from the local Superintendent prior to enrolling on the course, obtain a grade of "B" or better (a satisfactory grade shall be considered equal to a "B"); must teach in Johnstown-Monroe Local School District the school year following completion of his/her course work unless the member is not under contract because of a reduction in staff policy being put into effect. The payment shall apply only towards work taken after receipt of the Baccalaureate degree, to work taken in pursuit of a Master's or other post-graduate degree in either Education or in furtherance of the bargaining unit member's area of expertise, to work taken to fulfill the requirements of a member's IPDP (Individual Professional Development Plan), or to obtain Highly Qualified status, or to work taken to enhance a member's knowledge and skills in his/her work assignment. When a member elects to use the educational growth provision, written notification must be made to the Superintendent with the number of semester/quarter hours to be taken, course title, course number and college or university. Within five (5) week days that the Superintendent's office is open of submission of written notification, the Superintendent will notify the member whether reimbursement has been approved.
- B. Upon completion of an approved course, the member must present an official transcript and proof of payment for reimbursement purposes. Satisfactory course completion must be verified by submitting an official transcript if a member moves laterally to a higher pay category. If no lateral movement on the pay scale will be made, an official university grade card will be acceptable for proof of satisfactory completion.
- C. Payment for completion of approved course work shall be paid the second pay period after the transcript and proof of payment are submitted.
- D. The annual budgeted amount for Educational Growth Payment shall be twenty-five thousand dollars (\$25,000.00) in each year of the Agreement. Any budgeted amount remaining at the end of each year shall be carried over up to a maximum total fund amount of \$50,000.00.

The maximum reimbursement to eligible members shall be two-hundred dollars (\$200.00) per semester hour and one-hundred thirty five dollars (\$135.00) per quarter hour. Members shall be reimbursed for a maximum not to exceed nine (9) semester hours or twelve (12) quarter hours per contract year. In no case shall the reimbursement exceed the actual cost of the course.

## **ARTICLE 27 - SCHOOL PURCHASES**

- A. All school items purchased for the Johnstown-Monroe Board of Education must be requisitioned through the office of the respective Principal. The Board of Education does not take the responsibility of paying bills ordered by individual bargaining unit members or other school employees.
- B. No administrator, bargaining unit member or school official may borrow money in the school's name without a Board resolution in accordance with the law.
- C. Each fiscal year every member may order a total of one-hundred dollars (\$100.00) of instructional materials of his or her own choice. Each "special area" teacher (gym, music) will receive a total of one-hundred dollars (\$100.00) for each building served. Two or more members may pool their one-hundred dollars (\$100.00) funds to purchase larger cost items to share with each other. The member will complete a requisition for the material desired and indicate on the requisition "teacher fund". Each building principal shall maintain a record of "teacher fund" expenditures and insure that no member exceeds one-hundred dollars (\$100.00) for any fiscal year. All funds must be expended between July 1 and June 30.
- D. All requisitions submitted by members must be forwarded to the Superintendent. The Superintendent will make the final decision on the validity of all purchase requests. The Principal may recommend purchases or not recommend purchases as he/she deems appropriate.

## **ARTICLE 28 - PERIOD SUBSTITUTE PAY**

- A. The building Principal may hire a regular teacher during his/her preparation time to act as a substitute teacher at twenty dollars (\$20.00) per class.
- B. Forms will be completed by the teacher and building Principal and submitted to the Treasurer. This form will constitute a legal supplemental contract and payment of substitute period pay will be made twice annually in July and January based on these forms.

## **ARTICLE 29 - TRAVEL PAY**

All District employees shall be reimbursed for approved travel required in the performance of their duties or for travel to prior approved professional meetings for which the Superintendent has approved expenses at the IRS adopted rate in effect on July 1 of each year.

## **ARTICLE 30 - SEVERANCE PAY**

- A. Bargaining unit members in the District who are eligible and actually retire under the State Teacher's Retirement System may elect to be paid one-half (1/2) the value of their accrued but unused sick leave days, to a maximum of sixty-five (65) days plus ten dollars (\$10.00) a day for every remaining day up to a maximum of one hundred twenty (120) days.

Payment shall be made on the basis of the applicant's regular teaching contract per diem rate, excluding all supplemental contract(s) and/or additional pay.

- B. Eligible bargaining unit members must qualify for and show proof of STRS retirement no later than ninety (90) calendar days following their last day of active service to Johnstown-Monroe Local School District. Payment under the terms of this Article shall eliminate all sick leave credit accrued by the employee at that time, and shall be made only once to any bargaining unit member. Payment shall be made no later than sixty (60) calendar days after the individual presents formal proof of actual STRS retirement, (i.e. - a letter of acceptance into the STRS system, STRS retirement check, etc.) to the Board Treasurer.

## **ARTICLE 31 - INSURANCE COVERAGE**

A. **BENEFITS FOR PART-TIME MEMBERS**

Insurance benefits for part-time bargaining unit members hired after the 1984-85 school year shall be pro-rated at fifty percent (50%) of the Board share of the premium.

B. **LIFE INSURANCE**

Each eligible bargaining unit member will be provided with twenty-five thousand dollars (\$25,000) of term life insurance.

C. **HOSPITALIZATION/ SURGICAL/ MAJOR MEDICAL/ DENTAL INSURANCE**

The employee will pay the following rates:

Single Policy:	Effective 7/1/08, \$75.00 per month; Effective 7/1/09, \$80.00 per month; Effective 7/1/10, \$85.00 per month;
Family Policy	Effective 7/1/08, \$150.00 per month; Effective 7/1/09, \$160.00 per month;

Effective 7/1/10, \$170.00 per month;

These rates will be for the duration of the contract.

- D. All employee contributions towards insurance coverage shall be placed under a Section 125 plan approved by the IRS.

### **ARTICLE 32 - GUIDELINES FOR SUPPLEMENTAL CONTRACT POSITIONS**

- A. Persons taking a supplemental contract position shall receive salary schedule credit for all prior related supplemental experience, under the following guidelines:

1. All prior experience in the District will be recognized. Credit for experience outside the District will be granted at the discretion of the Superintendent.
2. The experience need not be continuous.
3. The experience must have been in the same sport/activity regardless of the grade level of the student participants.
4. "Class advisor" experience will be credited for all time spent as either a Freshman, Sophomore, Junior and/or Senior Advisor.
5. Prior musical advisor experience shall be divided between instrumental or choral experience.

- B. It is the right and responsibility of the Board of Education upon recommendation of the Superintendent not to fill supplemental contracts.

A written request for a new position may be submitted to the Administration for evaluation and a recommendation to the Superintendent. The Superintendent will review the request and make his/her recommendation to the Board of Education.

- C. Reserved. (Language from prior agreement is deleted, subsequent sections not re-numbered.)

- D. All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:

1. Name of said member.
2. Name of the school district and Board of Education for which responsibilities shall be performed.

- D. This recognition shall remain in effect for the length of this current Agreement and/or any extension thereof mutually agreed to by the Board and the Association.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

### **A. SCOPE OF NEGOTIATIONS**

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

### **B. REQUEST FOR MEETING**

1. A request for a meeting to initiate negotiations shall be submitted in writing by the Association to the Board through the local Superintendent.
2. A request for a meeting to initiate negotiations from the Board shall be submitted in writing by the Superintendent to the Association through the President.
3. Requests for negotiations may be submitted no earlier than one hundred twenty (120) days or later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed upon by both parties.
4. A mutually convenient meeting date shall be set no later than fifteen (15) calendar days after the date of the request unless a later date is agreed upon by mutual consent. At this initial meeting date, each party shall submit in writing all issues being proposed for negotiation. All proposals shall be in written format that indicates the proposed contractual changes. No additional issues shall be submitted by either party following this initial meeting unless mutually agreed upon by the teams of each party.

### **C. NEGOTIATING TEAMS**

1. All negotiations shall be conducted in Executive Session exclusively between representatives of the Board and the Association. Each team may be composed of no more than three (3) representatives and two (2) alternates appointed by each party. With prior notification to the other party, either party may call upon professional and lay consultants to supply information. Any costs incurred in the use of such consultants shall be borne by the requesting party.
2. Each bargaining team shall be clothed with the authority to make proposals, counter-proposals, and to arrive at a tentative agreement on all issues submitted for negotiations.

3. Statement of additional responsibility(ies) and compensation to be provided for each.
  4. School year within which compensation is being provided for said responsibility.
  5. Basis by which compensation will be paid.
  6. Total compensation supplemental.
  7. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract followed by the signature of the Board President and Treasurer of the Board.
  8. Provision for signature and date of signing by the member.
- E. Fall supplementals will be paid the first pay in December. Winter supplementals will be paid the first pay in March. Spring supplementals will be paid the first pay in June. Year long supplementals will be paid half (1/2) the first pay in December and the remainder with the second pay in June.
- F. Salaries for Supplemental Duties shall be as negotiated.
- G. The awarding and non-renewing of all supplemental contracts shall be governed by Sections 3313.53 and 3319.08 of the Ohio Revised Code.
- H. All supplemental contracts shall be filled at the June Board meeting unless there are no recommended persons for the position(s). All remaining supplemental positions will be recommended and filled at least one (1) month prior to the beginning of the responsibility, except in emergency. Emergency positions shall be given a written supplemental contract no less than thirty (30) days after hiring.
- I. Fund Account Reports for Advisors
- Each advisor, as to any fund account relative to their supplemental assignment, may review receipts and disbursements and the year-to-date balance, which shall be updated by the Treasurer by the 5<sup>th</sup> of each month. Such updated information will be reviewable electronically on-line. If such information is not accessible on-line, the Treasurer shall provide a paper statement within one (1) work day of the teacher's request.

## **ARTICLE 33 - SUPPLEMENTALS**

### **GROUP I**

Head Basketball Coach-2  
Head Football Coach  
Band Director

### **GROUP II**

Musical Director  
Baseball Coach  
Head Track Coach  
Assistant Football Coach -5  
Reserve Basketball Coach  
Softball Coach  
Varsity Volleyball Coach  
High School Wrestling Coach  
Weight Room Supervisor  
Middle School Athletic Coordinator  
Assistant Varsity Basketball Coach -2  
Head Golf Coach  
Head Cross Country Coach  
High School Consumer Science Advisor  
(26 pays)  
Middle School Consumer Science  
Advisor (26 pays)  
Head Soccer Coach

### **GROUP III**

Freshman Basketball Coach -2  
Head Middle School Football Coach  
8<sup>th</sup> Grade Basketball Coach  
Junior Class Advisor  
Reserve Baseball Coach  
Reserve Volleyball Coach  
High School Choral Director  
Middle School Choral Director  
Assistant Musical Director  
Yearbook Advisor  
Assistant Track Coach -4  
Reserve Softball Coach  
Assistant Band Director  
Reserve Wrestling Coach  
Senior Class Advisor  
Assistant Varsity Baseball Coach  
Assistant Varsity Volleyball Coach

Assistant Varsity Softball Coach  
Assistant Soccer Coach  
7<sup>th</sup> Grade Basketball Coach -2  
Reserve Golf Coach  
High School Cheerleading – Football  
High School Cheerleading – Basketball  
Building Technology Coordinator

### **GROUP IV**

Assistant Middle School Football – 2  
Middle School Cheerleading-Football  
Middle School Cheerleading –Basketball  
7<sup>th</sup> Grade Volleyball Coach  
8<sup>th</sup> Grade Volleyball Coach  
9<sup>th</sup> Grade Volleyball Coach  
Middle School Wrestling Coach  
Middle School Golf Coach  
Middle School Baseball Coach (may be  
2 positions, 7<sup>th</sup> and 8<sup>th</sup> Grade)  
Middle School Softball Coach (may be 2  
positions, 7<sup>th</sup> and 8<sup>th</sup> Grade)  
Assistant High School Cheerleading  
Coach – Football  
Assistant High School Cheerleading  
Coach – Basketball  
Band Auxiliary Advisor

### **GROUP V**

High School Newspaper  
Middle School Student Council  
High School Student Council  
Sophomore Class Advisor  
Freshman Class Advisor  
Musical Technical Advisor  
Quiz Bowl Advisor  
Science Fair Coordinator  
Middle School/High School-1 position  
4<sup>th</sup> Grade /5<sup>th</sup> Grade – 2 positions  
Play Director (Fall)  
Game Manager (Fall, Winter, Spring)  
National Honor Society Advisor  
Johnnie Pride Advisor

The position of FFA Advisor and Band Director will receive an extended contract of forty (40) days at the teacher's per diem rate to be paid with regular payroll on 26 pays.

**SUPPLEMENTAL SALARY SCHEDULE  
EFFECTIVE JUNE 30, 2011- JUNE 30, 2014**

0% on the Base  
No Step Movement

<u>Step</u>	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>	<u>Group V</u>
0	4411.50	3111.50	2261.50	1611.50	1161.50
1	4611.50	3261.50	2386.50	1711.50	1236.50
2	4811.50	3411.50	2511.50	1811.50	1311.50
3	5011.50	3561.50	2636.50	1911.50	1386.50
4	5211.50	3711.50	2761.50	2011.50	1461.50
5	5411.50	3861.50	2886.50	2111.50	1536.50
6	5611.50	4011.50	3011.50	2211.50	1611.50
7	5811.50	4161.50	3136.50	2311.50	1686.50
8	6011.50	4311.50	3261.50	2411.50	1761.50

**ARTICLE 34 - SALARY SCHEDULE**

<u>STEP</u>	<u>BACHELOR</u>	<u>BA+15</u>	<u>MASTER</u>	<u>MA + 15</u>	<u>MA + 30</u>
0	1.000	1.040	1.100	1.125	1.150
1	1.045	1.090	1.155	1.180	1.205
2	1.090	1.140	1.210	1.235	1.260
3	1.135	1.190	1.265	1.290	1.315
4	1.180	1.240	1.320	1.345	1.370
5	1.225	1.290	1.375	1.400	1.425
6	1.270	1.340	1.430	1.455	1.480
7	1.315	1.390	1.485	1.510	1.535
8	1.360	1.440	1.540	1.565	1.590
9	1.405	1.490	1.595	1.620	1.645
10	1.450	1.540	1.650	1.675	1.700
12	1.495	1.590	1.705	1.730	1.755
14	1.540	1.640	1.760	1.785	1.810
16	1.585	1.690	1.815	1.840	1.865
18	1.630	1.740	1.870	1.895	1.920
20	1.675	1.790	1.925	1.950	1.975
22	1.720	1.840	1.980	2.005	2.030
24	1.765	1.890	2.035	2.060	2.085
26	1.810	1.940	2.090	2.115	2.140

**SALARY SCHEDULE**  
**EFFECTIVE JUNE 30, 2011- JUNE 30, 2014**

2011-2012= Base shall increase 2% to \$30,427; no step movement

2012-2013= Base shall remain at \$30,427 with step movement

2013-2014= Base shall remain at \$30,427 with step movement

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	30,427	31,644	33,470	34,230	34,991
1	31,796	33,165	35,143	35,904	36,665
2	33,165	34,687	36,817	37,577	38,338
3	34,535	36,208	38,490	39,251	40,012
4	35,904	37,729	40,164	40,924	41,685
5	37,273	39,251	41,837	42,598	43,358
6	38,642	40,772	43,511	44,271	45,032
7	40,012	42,294	45,184	45,945	46,705
8	41,381	43,815	46,858	47,618	48,379
9	42,750	45,336	48,531	49,292	50,052
10	44,119	46,858	50,205	50,965	51,726
11	44,119	46,858	50,205	50,965	51,726
12	45,488	48,379	51,878	52,639	53,399
13	45,488	48,379	51,878	52,639	53,399
14	46,858	49,900	53,552	54,312	55,073
15	46,858	49,900	53,552	54,312	55,073
16	48,227	51,422	55,225	55,986	56,746
17	48,227	51,422	55,225	55,986	56,746
18	49,596	52,943	56,898	57,659	58,420
19	49,596	52,943	56,898	57,659	58,420
20	50,965	54,464	58,572	59,333	60,093
21	50,965	54,464	58,572	59,333	60,093
22	52,334	55,986	60,245	61,006	61,767
23	52,334	55,986	60,245	61,006	61,767
24	53,704	57,507	61,919	62,680	63,440
25	53,704	57,507	61,919	62,680	63,440
26	55,073	59,028	63,592	64,353	65,114

## **ARTICLE 35 - STRS PICK UP**

- A. The Board of Education of the Johnstown School District herewith agrees with the Johnstown Education Association to STRS “pick-up” utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon the behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:
1. The amount to be “picked-up” on behalf of each employee shall be that percentage mandated by STRS of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
  2. The pick-up percentage shall apply uniformly to all bargaining unit members.
  3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker’s compensation shall be based on the employee’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a member’s contract.)
- B. Each member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.
- C. If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

## **ARTICLE 36 - BUILDING / FACULTY**

Within each school building there shall be a School Faculty Council to facilitate communications between faculty and Administration. The composition, size, and membership shall be cooperatively developed by the Administration and the faculty. Agenda items shall also be cooperatively developed between the Administration and the members of the Council. The Council shall meet at least once each year. Additional meetings will be held based upon need as expressed by the either party.

## **ARTICLE 37 - ASSAULT LEAVE**

Assault leave with pay will be available to bargaining unit members who are unable to perform their contractual duties because of injury or illness caused by a physical assault on said member by a non-employee of the Board while he/she is performing contractual duties. All such leave will be subject to the following provisions:

- A. Assault leave under this provision shall not be charged to sick leave.
- B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.
- C. The teacher shall be required to provide a physician's statement describing the nature of the physical disability and its expected duration. The Board shall have the right to have the employee examined by a physician of the Board's choice at the Board's expense.
- D. The teacher will be maintained on full pay status with fringe benefits during the period of paid assault leave and will not lose any benefit during such leave.
- E. If, upon the exhaustion of both sick leave and paid assault leave of twenty (20) working days, the teacher is still unable to perform his/her contractual duties, he/she shall be eligible for a leave of absence. Such leave of absence herein provided is without pay and is not to extend beyond the end of the current school year unless renewed by the Board.
- F. Any employee who receives benefits under this policy shall cooperate with the County Prosecutor in criminal prosecution resulting from the assault.

## **ARTICLE 38 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

### **A. CREATION OF A SEVEN (7) MEMBER LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

There shall be a Local Professional Development Committee (LPDC) consisting of seven (7) members who are certificated/licensed employees of the Johnstown-Monroe Board of Education. Four (4) of the members shall be members of the Johnstown Education Association (JEA) and shall be appointed annually by the President of the JEA. Three (3) representatives of the administration in the Johnstown-Monroe Local School District will be appointed annually by the Superintendent. The LPDC shall be appointed no later than September 1, annually.

- 1. When a teacher is being considered for licensure renewal, the committee shall consist of four (4) teachers and three (3) administrators.

2. If one of the committee teachers is being considered for licensure renewal, the committee shall consist of three (3) teachers and two (2) administrators. The administrators will determine which of their members shall participate.
3. When an administrator is being considered for licensure renewal, the committee shall consist of three (3) administrators and two (2) teacher members. The teachers will determine which of their two (2) members will participate.
4. If an administrative member is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the committee to review that administrator's licensure renewal process only.

**B. MEETINGS OF THE LPDC**

All LPDC meetings will comply with the statutes of Section 122.22 of the Ohio Revised Code. A quorum of the LPDC shall consist of no less than two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution having received a recorded affirmative vote by a quorum of its membership; except for amendment or adoption of bylaws, which shall require a five-sevenths (5/7) majority of its full membership.

Meetings will be held quarterly, three (3) during the school year and held during a school day, one (1) during the summer. An after-school meeting will be held one (1) month after the quarterly meeting. Meetings during the third month of each quarter will be held if needed.

**C. DUTIES AND POWERS OF THE LPDC**

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Section 3319.22 of the Ohio Revised Code, governing such committees; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC, and a policy for appeal as described herein. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure. The LPDC shall report on its actions in a prompt and timely manner to the Johnstown-Monroe Board of Education.

**D. LIMITATIONS**

The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, action of the LPDC shall be limited in scope by law and must be consistent with the adopted policies of the Johnstown-Monroe School District Board of Education and the Collective Bargaining Agreement between the parties.

The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC. Any records created by such subcommittees shall be records of the LPDC.

E. **APPEAL OF A DECISION OF THE LPDC**

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an individual appointed by the Licking County Superintendent from the Licking County Educational Service Center staff, to hear and decide such appeals.

The appeals process provided in the LPDC bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the LPDC, or of any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in the negotiated master agreement.

F. **LIABILITY**

Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of the LPDC, should such indemnification be permissible under District's liability plan.

G. **TRAINING**

The local professional block grant will be used to pay for the training of individuals serving on this committee.

- H. The President will receive five hundred dollars (\$500.00) for each year's service. The recorder will receive six hundred dollars (\$600.00) for each year's service. The remaining members will receive four hundred dollars (\$400.00) each for each year's service.

If the State changes the method of funding professional development, or reduces the amount paid to the District through parity aid, the Association and the Board agree to negotiate the stipends for LPDC.

## **ARTICLE 39 - ENTRY YEAR MENTOR PROGRAM**

- A. The District shall be part of the Licking County mentoring program for entry year bargaining unit members. An entry year bargaining unit member shall be defined as a

member with zero (0) years of prior teaching experience as recognized by the State Department of Education.

- B. The maximum ratio for this program shall be two (2) entry year teachers to one (1) mentor.
- C. The Board shall provide two (2) release days (per entry year teacher) to each mentor to observe his/her entry year teacher. These days may be used as half (1/2) days. Additional days may be granted upon request.
- D. The communication between the mentor and the entry year teacher shall be considered confidential except as required by law. Mentors shall not participate in the evaluation of any bargaining unit member.
- E. Mentors shall be paid four hundred dollars (\$400) per entry year teacher.

## **ARTICLE 40 - INCLUSION**

Inclusion shall be defined as the adaptation of the regular curriculum to meet individual student needs according to their IEP by including necessary support services such as certified teachers and paraprofessionals in the regular education classroom, modifying materials, and/or providing other support services. Special educators and regular educators shall jointly serve handicapped and non-handicapped students in the regular classroom. The special educator may serve as a consultant, a teaching partner and a partner in planning.

Students who participate in a regular classroom for activities so listed in their IEP-608 will not be considered as inclusionary for the purpose of this Article. Participation so listed will be considered "mainstreaming".

The following rights, responsibilities and services shall be provided to bargaining unit members who have special needs integrated into their standard classrooms for the purpose of providing an inclusionary experience.

### **A. ATTENDANCE AT IEP MEETINGS**

1. Teachers whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for the IEP members for such participation.
2. Any teacher whose duties would be impacted by an IEP can request a meeting at any time to review the IEP. The meeting shall take place within fifteen (15) working days from the date of the request.

B. **CLASS SIZE WITH INCLUDED STUDENTS**

The District shall make every effort to keep classes as small as possible. Distribution of inclusionary students in classrooms will be fairly considered.

C. **WAIVER PROCEDURES**

The District shall not submit a waiver request to the State Department of Education or to any other agency with competent jurisdiction without first notifying all teachers involved.

D. **SPECIALIZED HEALTH CARE PROCEDURES AND SUPPORT SERVICES**

The District will provide health care professionals for administration of medication or medically invasive procedures, counseling services for unique psychological needs, support services for which certification is needed, and tasks related to custodial care of the student. In the event of field trips or emergency situations, teachers who choose to administer medication shall be held harmless if there is any court or legal action as a result of the administration of medication or medically invasive procedures.

**ARTICLE 41 - EMPLOYMENT OF RETIRED TEACHERS**

A. **SALARY**

Retired teachers re-employed by the Board of Education shall be placed at the "5" years of experience step on the teachers' salary schedule in the appropriate column.

B. **CONTRACT OF EMPLOYMENT**

Retired teachers who are re-employed by the Board shall receive one-year, limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice, or procedure by District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher re-employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

C. **SUPPLEMENTAL CONTRACTS**

Retired teachers who are re-employed by the Board shall be eligible for supplemental contracts at the sole discretion of the Superintendent.

**D. NEGOTIATION MEETINGS**

1. Prior to and during the period of bargaining, each party will provide the other, upon reasonable request, relevant data and supporting information concerning the issues under consideration.
2. Negotiation meetings shall be held at a time other than the regular school day unless otherwise mutually agreed. Such meetings shall not exceed three (3) hours unless mutually agreed upon by both parties.
3. The negotiators for either group may request a caucus of his/her group for independent discussions at any time. A caucus shall not exceed thirty (30) minutes unless an extended time is mutually agreed upon by both parties.
4. The negotiator for either group may call a recess when it appears that no more meaningful discussions can be accomplished. Such recesses should be reasonable in length but in no event shall exceed ten (10) calendar days unless by mutual consent.
5. The parties agree that during the period of negotiations and prior to reaching a tentative agreement on all issues, the proceedings of the negotiations shall not be released to the public and/or the news media unless such an issuance has the prior approval of both parties.

**E. AGREEMENT**

Upon reaching tentative agreement on all issues, it shall be so noted and initialed by each party. The proposed agreement shall be reduced to writing and submitted to the Association for ratification. Upon ratification by the Association, the Agreement shall be submitted to the Board for approval. Upon approval by the Board, the terms of the Agreement shall become the Master Contract and both parties agree to abide by the terms and conditions thereof.

The Board and the Association shall share the cost of printing and providing copies of the Contract to all bargaining unit members, the administration, and the members of the Board plus ten (10) additional copies.

**F. DISAGREEMENT**

1. If agreement is not reached upon the expiration date of the contract, the expiration date of the contract may be extended by mutual consent. Either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days, a joint request signed by the President of the Association, or his/her designee, and

D. **LEAVES OF ABSENCE**

Retired teachers re-employed by the Board shall receive sick leave (including bonus) and personal leave (including bonus) in accordance with Articles XIV and XV of this Agreement. In no event will sick leave be carried over from any previous employment. Retired teachers re-employed by the Board shall not be eligible for sabbatical leave. Retired teachers re-employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave, and family and medical leave. In no event shall leave extend beyond the retiree's employment contract term.

- E. The evaluation procedures required of regular teachers by law (Ohio Revised Code Sections 3319.11 and 3319.111) and this Agreement shall not apply to retired teachers re-employed by the Board. The Superintendent or designee shall evaluate retired teachers re-employed by the Board in writing on an annual basis. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic re-employment of a retiree.

F. **SEVERANCE PAY**

A retired teacher re-employed by the Board cannot receive severance pay or any retirement bonus from the District.

G. **INSURANCE**

A retired teacher, re-employed by the Board, must accept insurance benefits through STRS and not the Board of Education. However, retired teachers who are re-employed by the Board and who are eligible for insurance fringe benefits may receive insurance solely at the retiree's expense.

H. **PROFESSIONAL GROWTH PAYMENTS**

Retired teachers employed by the Board are not eligible for professional growth payments.

I. **WAIVER/SUPERCEDE CONTRARY PROVISIONS**

The parties agree that to the extent the provisions of this Article conflict with or contradict master agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16, and 3319.17, the terms of this Article prevail and will be applied to retired teachers re-employed by the Board.

## **ARTICLE 42 - DURATION AND IMPLEMENTATION**

- A. The terms of this Agreement shall be effective from June 30, 2011, through and including June 30, 2014.
- B. If any part of this Agreement is found to be in violation of federal or state law, then that provision shall be automatically deemed invalid and shall be inoperative and shall be renegotiated by the parties.
- C. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The parties agree that this Agreement constitutes the entire contract between them.
- E. Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law, including but not limited to the right to:
  - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, personnel and organizational structure;
  - 2. Direct, supervise evaluate, or hire employees;
  - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
  - 4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
  - 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - 6. Determine the adequacy of the work force;
  - 7. Determine the overall mission of the employer as a unit of government;
  - 8. Effectively manage the workforce; and
  - 9. Take actions to carry out the mission of the public employer as a governmental unit.

**FOR THE ASSOCIATION:**

Kathy Sharpe

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**FOR THE BOARD:**

Lamar A. Woods

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May 20, 2011  
(Date)

JOHNSTOWN-MONROE BOARD OF EDUCATION

AND

JOHNSTOWN EDUCATION ASSOCIATION

**GRIEVANCE FORM**

1. NAME OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

2. DATE ALLEGED GRIEVANCE TOOK PLACE \_\_\_\_\_

3. BRIEF DESCRIPTION OF ALLEGED GRIEVANCE \_\_\_\_\_

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

4. SPECIFIC PROVISION(S) OF THE NEGOTIATED AGREEMENT ALLEGED TO HAVE BEEN VIOLATED, MISINTERPRETED, OR MISAPPLIED: \_\_\_\_\_

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

5. RELIEF SOUGHT \_\_\_\_\_

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

6. GRIEVANT'S SIGNATURE(S) \_\_\_\_\_

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

## GRIEVANCE DISPOSITION

1. DATE OF INFORMAL HEARING \_\_\_\_\_
2. INFORMAL DISPOSITION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. DATE OF LEVEL I - HEARING (ADMINISTRATOR) \_\_\_\_\_
4. LEVEL I - DISPOSITION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. DATE OF LEVEL II - HEARING (SUPERINTENDENT) \_\_\_\_\_
6. LEVEL II - DISPOSITION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. DATE OF LEVEL III - REQUEST \_\_\_\_\_
8. NAME OF AGREED UPON ARBITRATOR \_\_\_\_\_
9. DATE AAA REQUESTED TO SELECT ARBITRATOR \_\_\_\_\_
10. LEVEL III DISPOSITION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

July 28, 2011

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

2011 AUG - 1 P 12: 35  
STATE EMPLOYMENT  
RELATIONS BOARD

To Whom It May Concern:

Please find enclosed the original and two copies of the final contract (effective 6/30/11 6/30/14) between the Johnstown Education Association and the Johnstown-Monroe Local Board of Education for filing. Please return one copy file-stamped in the enclosed prepaid envelope.

Thank you for your assistance in this matter.

Sincerely,

Melodie Terman  
Labor Relations Consultant

/hlm

Enclosures



the local Superintendent, or his/her designee, shall be submitted to a mutually agreed upon mediator.

2. If the parties cannot mutually agree upon a mediator within ten (10) days, a joint request signed by the President of the Association, or his/her designee, and the local Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation within twenty-one (21) calendar days and it appears that no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code.
3. The cost of employing all mediation service shall be shared equally by the Association and the Board.
4. It is also agreed that the procedures outlined in this Agreement to negotiate and resolve disputes shall supersede the requirements established in Section 4117.14 of the Ohio Revised Code, governing such procedures.

### **ARTICLE 3 - ASSOCIATION RIGHTS AND USE OF FACILITIES**

- A. The Association and its affiliates shall have the following rights and responsibilities.
  1. The Association and representatives, if affiliates, shall have the right to use school buildings for meetings. These meetings shall not interfere with or interrupt normal instructional programs in keeping with provisions of the Ohio Revised Code.
  2. The Association shall have the right to use the school facilities and equipment, including typewriters, copy machines, duplicating equipment, calculating machines, and audio-visual equipment. The Association shall accept responsibility for the operation of all Board owned equipment. The Association shall permit only qualified personnel to operate the equipment. The Board shall be reimbursed for all supplies used by the Association.
  3. The Association will have the right to use the school faculty bulletin boards. The Association may use the internal mail system of the school.
  4. The Association shall be recognized at regular school board meetings upon request in keeping with the understanding of open communication.
- B. The Board will provide the Association President with the following:

1. A copy of the Board agenda for all regular and special meetings and a copy of all approved minutes. Said copies shall be sent to the Association President at the same time each is forwarded to Board members.
  2. A copy of the Annual Appropriations Resolution.
  3. A copy of the Amended Official Certificate of Estimated Resources and amendments thereto.
  4. A copy of the Treasurer's monthly financial report submitted to the Board.
  5. A training and experience grid of bargaining unit members employed September 1 of each year.
- C. The Superintendent shall consult with the Association on any new or revised educational policy affecting the classroom teacher that he intends to recommend to the Board and the Association shall advise the Superintendent by May 15<sup>th</sup> each year of any proposed changes they recommend.
- D. The Superintendent shall meet at least once a month with the representatives of the Association, if requested by either party, and at mutually convenient times to discuss matters of mutual concern.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **A. PURPOSE AND OBJECTIVES**

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and in the period of time as specified in the following procedure. The grievance procedure shall be available to all bargaining unit members and no reprisals by the Association or the Board shall be taken against any individual as a result of his/her participation in the Grievance Procedure.

### **B. GRIEVANCE DEFINED**

1. A grievance is an alleged violation, misinterpretation, or misapplication of a provision of the negotiated Agreement between the Board and the Association.
2. A grievant shall be defined as a bargaining unit member or the Association if the alleged grievance is one affecting Association rights. A group grievance shall be a grievance affecting two (2) or more bargaining unit

members arising out of the same circumstances affecting each member of the group.

C. **GENERAL PROVISIONS**

1. A grievance shall be initiated by the person(s) so aggrieved within twenty-five (25) days of the date the grievant knew of the act or condition upon which the grievance is based. Group grievances filed by the Association on behalf of two (2) or more bargaining unit members alleging the same violation, misinterpretation, or misapplication of the terms of the contract shall be signed by at least two (2) of the members so affected.
2. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure in hopes that the solution might be resolved without having to initiate the grievance procedures.
3. A grievance shall be reduced to writing on the Grievance Form contained in Appendix A and shall include:
  - a. The appropriate contractual provision allegedly violated
  - b. Relief sought
  - c. Date of initiating procedure
  - d. Name of the grievant if an individual grievance or definition of the group if a group grievance.
4. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
6. Failure of the administration to respond in the time limit stated shall allow the grievant to move to the next level appropriate to the type of grievance filed.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been waived.
8. A grievance may be initiated at Level II when it has been determined by the building Principal that the subject is not within his/her realm of responsibility or control.

9. A day shall be defined as any day in which the school administrative offices are open and conducting business excluding the month of July.
10. No reprisal shall be made against any party involved in use of this grievance procedure.
11. A grievance may be withdrawn at any level without prejudice.
12. No record, document, or communication concerning a grievance shall be placed in a personal file of any participants involved in the procedure herein described. All records, documents, or communications concerning a grievance shall be, upon resolution of the stated grievance, placed in a special grievance file.
13. A representative of choice may be used by any or all parties involved in the grievance procedure.
14. All grievances shall be recorded and filed on the Grievance Form. Forms will be available upon request from the Association President, building principal, or building representative.

**D. LEVEL I - ADMINISTRATION**

1. A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within twenty-five (25) days of the date the grievant knew or should have known of the alleged violation, if informal discussion does not resolve it.
2. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
3. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

**E. LEVEL II - SUPERINTENDENT**

1. If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he/she may, within fifteen (15) days of receipt of such a written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.