



NEGOTIATED AGREEMENT

Between The

**JACKSON MEMORIAL
EDUCATION ASSOCIATION**

13-MED-03-0221
2195-01
K30831
04/15/2014

And The

**JACKSON LOCAL BOARD
OF EDUCATION**

July 1, 2013 – June 30, 2016

Comprehensive Collaborative Agreement

July 1, 2013 – June 30, 2016

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**ARTICLE I - RECOGNITION AND
NEGOTIATIONS PROCEDURE**

This agreement made and entered into by and between the Board of Education of the Jackson Local School District (the "Board") and the Jackson Memorial Education Association (the "Association" or "JMEA") as follows:

- 1.01 The Jackson Local Board of Education, hereinafter "Employer" or "District" hereby recognizes the Jackson Memorial Education Association/OEA/NEA Local, hereinafter the "Association" as the sole and exclusive representative for all certificated personnel employed by the District on a full-time or part-time basis. Excluded from the unit are Jackson Township Community Education Instructors, substitutes who are not under contract, tutor(s), confidential and supervisory employees excluded under 4117 O.R.C.
- 1.02 Scope of Bargaining - All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.
- 1.03 Bargaining Teams - Negotiations shall be conducted between no more than five (5) representatives of the Association and no more than five (5) representatives of the Board. These representatives shall be known as the bargaining teams.
- 1.04 Consultants - Either bargaining team may utilize the assistance of one consultant at any session to assist in the process. Cost of such consultant shall be borne by the party utilizing such consultant.
- 1.05 Initiating Negotiations - If either of the parties desires to open formal negotiations, it shall notify the other party in writing not earlier than February 5 of each final year of said contract. Notification in writing from the Association shall be addressed to the Board with a copy to the Superintendent, and from the Board shall be addressed to the President of the Association. Within two weeks after receipt of the notice described herein, unless otherwise mutually agreed, the initial bargaining session shall be scheduled.

1.06 Agreement

- A. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, and such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to or withdrawn by the respective negotiating teams.
- B. When a final consensus is reached on all items of negotiation and all items have been initialed by both parties, the understanding shall be reduced to writing and submitted to the members of the Association for approval. The Association's designated representatives shall recommend and urge approval. Upon approval by the Association, the understanding shall be submitted to the Board. The Board's designated representatives shall recommend and urge approval. If approved by both parties, the understanding shall then be signed on behalf of the parties and shall be adopted by the Board.

1.07 Dispute Resolution

- A. If fifty (50) days prior to the expiration of the contract, agreement has not been reached on all items under negotiations, either party may call for the services of a mediator. However, the Parties may mutually agree to a designated extension of time for the continuation of negotiations if progress is being made.
- B. Should this procedure be instituted by either Party, the party declaring impasse shall request the services of the Federal Mediation and Conciliation Services.
- C. This alternate dispute resolution procedure shall supercede and replace all statutory dispute resolution procedures in 4117 ORC. The State Employment Relations Board shall have no authority to alter, modify, or replace the parties mutually agreed to procedure.
- D. If this procedure does not result in an agreement; the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D)(2).

- 1.08 This Statement of Procedure shall provide the basis for subsequent negotiations until the expiration date of this contract.

ARTICLE II - ACADEMIC FREEDOM

- 2.01 The JMEA and the Board believe that academic freedom is essential to the teaching and learning process. Academic freedom is the right of the learner and his/her teachers to explore, present, and discuss divergent points of view in the quest for knowledge and truth, consistent with the approved curriculum and maturity level of the student.

ARTICLE III - ASSOCIATION RIGHTS

- 3.01 The Association shall be granted the following sole and exclusive organization rights:
- A. The Association shall have reasonable use of bulletin board space at an accessible place in each school building for Association notices. Copies of such notices shall be given to the Principal and Superintendent before posting by the Building Representative or Association President.
 - B. To use school buildings for Association meetings, in accordance with Board policy regarding use of buildings and grounds.
 - C. To have Association communications placed in the mailboxes provided for each teacher, providing preference to U.S. and school mail. The Association shall not mark teacher mailboxes to distinguish between members and non-members. A copy of all JMEA material placed in the teacher mailboxes shall be given to the building administrator.
 - D. Duly authorized representatives shall be permitted to transact official Association business on school property before school, during lunch periods and after school provided that this shall not interfere with or interrupt instructional programs.

- E. The Association President shall receive copies of the Board agenda, minutes and financial data at cost.
- F. The JMEA may call the Association general meetings two (2) times per school year on teacher inservice work days. Such meetings may be held during the regular school hours provided the time for these meetings is not in conflict with meetings scheduled by the Administration and/or Board. It shall be the responsibility of the President of JMEA to make the time arrangements for these meetings.
- G. Upon proper authorization to the Treasurer from each employee, payroll deduction of professional dues, including Association, ECOEA, Ohio Education Association and National Education Association shall be made. Such authorization shall be submitted to the office of the Treasurer by October 1 of each year.
- H. An aggregate of six (6) school days, with pay, shall be granted by the Board, to Association representatives to be used with the approval of the JMEA Executive Committee. Six (6) additional days, with pay, shall be granted by the Board to the Association representatives to be used with the approval of the JMEA Executive Committee. The Association agrees to pay the cost(s) of substitute teachers for these six (6) additional days. Notification of the intended use of such days shall be submitted in writing by the Association President to the Superintendent at least ten (10) days prior to the intended use. Said notification shall include specific names of bargaining unit members and the intended dates of use.

ARTICLE IV - AVAILABILITY OF RULES AND REGULATIONS

- 4.01 Complete copies of Board Policies and Administrative Rules and Regulations shall be placed in each principal's office and each school library and given to the JMEA President.
- 4.02 Copies of any revisions of Board Policies and Administrative Rules and Regulations shall be distributed to all of the above within a reasonable period of time.

ARTICLE V - CALAMITY DAYS

- 5.01 A calamity day is defined as a scheduled day in the school calendar during which any and/or all classes in the school district are canceled due to weather or emergency conditions.
- 5.02 No bargaining unit member will report for work on calamity days, unless notified by an administrator to report for work.
- 5.03 In the event that the school district is required by the State to make-up day(s), such day(s) shall not result in additional pay or time off for bargaining unit members.

ARTICLE VI - CERTIFICATION/ LICENSURE/ EMPLOYMENT PRACTICES/CONTRACTS

- 6.01 The maintenance of certification/licensure is each bargaining unit member's individual responsibility.
- 6.02 Any individual teaching contract between the Board and an individual teacher shall be consistent with the terms and conditions of the negotiated agreement.
- 6.03 All teachers shall be given written notice of their tentative instructional assignments and building for the forthcoming year no later than the last day of school.
- 6.04 Unless expressly renewed or terminated by the Board of Education, all supplemental contracts automatically expire at the end of the limited term for which they were issued.
- 6.05 A bargaining unit member will only be eligible for a continuing contract if he/she presents the appropriate certificate/license to the Superintendent prior to September 1 of the year which he/she would become eligible for said contract.
- 6.06 No bargaining unit member shall become eligible for a continuing contract under 3319.08 ORC.
- 6.07 All extended service contracts shall be compensated at a per diem rate not to exceed two hundred dollars (\$200.00).

ARTICLE VII - DRUG FREE WORKPLACE

- 7.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 7.02 The conviction, guilty, or no contest plea of an employee for possession and/or use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE VIII - ELEMENTARY PLAYGROUND DUTY

- 8.01 The Board shall hire two monitors per elementary building to perform playground duty. This shall reduce the number of times each elementary teacher will be required to perform playground duty.
- 8.02 Elementary teachers shall have a minimum of thirty-five (35) minutes per day of uninterrupted planning time exclusive of before and after school.

ARTICLE IX – RESIDENT EDUCATOR PROGRAM

- 9.01 Resident Educator Program
 - A. Program

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring to foster professional growth and assess the performance of resident educator teachers.

The Resident Educator Program and assessment examination do not replace the employment evaluation.

B. Definitions

1. Resident Educator Teacher (RE): An educator in the first four years of employment under a teaching, educational personnel or career technical certificate/license (resident educator), who will be provided formative assistance by a Mentor.
2. Mentor: A teacher who is assigned to provide formative assistance and professional support to a RE.
3. Facilitator: Each building will have at least one individual with state certification through the RE and the Instructional Mentor (IM) training as a mentor who will assume some of the mentoring duties and support for all REs in his/her building beginning with year three of the Resident Educator Program.
4. Lead Mentor: A teacher who has successfully completed required State of Ohio sponsored RE and IM training will be recommended for this position by the Superintendent. The Lead Mentor facilitates the Mentor (Resident Educator) Program and attends county meetings. This individual may assume both this role and that of Resident Educator Program Coordinator.
5. Resident Educator Program Coordinator: This individual will be the program director and will work with the district Curriculum Coordinator to complete all RE Program ODE requirements and filing deadlines, conduct district RE meetings, complete the registering of RE documentation and entry of required data in the ODE Core database in the Collaboration Center.
6. Formative Assistance: Assistance which is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide diagnosis and assistance with a focus on the designated teacher evaluation. The formative assistance could be provided by the mentor, the building lead mentor or designated instructional coaches.

C. Resident Educator Committee (REC):

The REC shall be comprised of two administrators and two practicing classroom teachers and the Resident Educator Program Coordinator. The Association shall

select its representatives to serve on the REC. The Superintendent shall appoint the Board's representatives to serve on the REC. The REC shall determine when, where and the number of meetings necessary to fulfill its purpose, with approval of the Superintendent/Designee. Except as specified in this article or in the District Mentor Handbook, the REC shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws.

D. Release Time/Compensation for Resident Educator Committee Members

REC Members for the Association shall be compensated at \$25.00 per hour. The Superintendent has the discretion to cap the number of hours.

E. Goals of Resident Educator Program

The basic goals of this program are:

1. To promote the professional and personal well-being of Resident Educators (RE) in all four years of the program.
2. To improve the performance of RE by transferring pedagogic theories received in pre-service coursework into appropriate teaching practices.
3. To increase the retention of RE's through the development of a psychological support system for teachers.
4. To create a climate that encourages a helping relationship among staff members of a school.
5. To assist RE's to meet the requirements of professional licensure.
6. To include provision for revising the plan as the district's Resident Educator Program develops.

F. Resident Educator Coordinator

1. There shall be a Resident Educator Program Coordinator who shall, when it becomes necessary to complete the requirements of the job, have release period of time in order to fulfill the responsibilities of the Resident Educator program coordination.
2. The Resident Educator Coordinator will work with all RE registered in the program.
3. The Resident Educator Program Coordinator will plan and implement, with the district Curriculum

Coordinators, the New Teacher Orientation Program.

4. The Resident Educator Program Coordinator will provide a log of all Coordinator activities.
5. The Resident Educator Program Coordinator will receive compensation equivalent to .20 of base pay for the work of Resident Educator Program coordination. This compensation may be provided in the form of scheduled release periods during the contract day or after-school work hours paid in a stipend amount or a combination of both of the preceding.

G. Qualifications of Mentors

Mentors shall meet the following qualifications:

1. Must hold a valid teaching certificate/license and be currently teaching in the Jackson Local School District.
2. Have at least four years of teaching experience (three at Jackson) and have participated in professional development to remain current and maintain a high level of expertise.
3. Have demonstrated excellence in teaching, classroom management and knowledge of a specific field of study.
4. If possible, be a practitioner in the same certification and/or specialty area and/or grade level as the RE with whom he/she is paired, and be located in the same building.
5. Be an active and open listener, sensitive and responsive to the ideas of others.
6. Be an active participant in the role of Mentor for the duration of the school year.
7. Be competent in communication skills and have demonstrated successful "people skills."
8. Have participated in mentor training provided at the district level.
9. Be able to maintain confidentiality.

H. Selection Criteria for Mentors

1. Mentor positions shall be voluntary.
2. Mentors will be selected by the Principal, resident Educator Program Director and the Superintendent/Designee.

3. Lead Mentor position openings shall be posted, and applicants must express interest in writing to the Superintendent. All Lead Mentor applicants shall be notified of the selection within a reasonable time. The same individual will be permitted to assume the Lead Mentor and Resident Educator Program Coordinator positions.
4. The Lead Mentor shall be notified, in writing, of the names of the RE's as soon as their employment process is finalized.
5. RE assignments shall be made on or before the thirtieth day of the RE's school calendar.
6. The REC shall determine the process by which the Mentor and the RE may request a change in assignment. This process shall be included in the District Mentor Handbook.

I. Responsibilities of Mentors

1. Fulfill the responsibilities outlined in the District Mentor Handbook.
2. The Mentor, in concert with the RE, shall develop a formative assistance plan of professional support for the RE.
3. The Mentor, in concert with the RE, shall develop a schedule of regular meetings. Each party will keep a log of the meeting dates and times.
4. Each RE shall be given an initial orientation on the following matters by the Mentor and building principal:
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;
 - c. Course of study, achievement/diagnostic tests and responsibilities for lesson plans;
 - d. The layout of facilities in the assigned school building or buildings;
 - e. The nature of the Resident Educator Program which will be provided;
 - f. The use of "RE and Instructional Mentoring" and/or other research-based mentoring/coaching programs to support the RE in the process of licensure.

- J. Training and Release Time for Resident Educator Committee Members, Mentors and Resident Educator Teachers
1. The District may provide REC members the opportunity to attend training in order to maintain an effective Resident Educator Program.
 2. The District may provide training and the opportunity for Mentors and REs to observe others as deemed necessary by the Superintendent/Designee.
 3. Mentors may be provided with the following:
 - a. An orientation to mentoring responsibilities as provided by the State of Ohio;
 - b. Training in knowledge and skills necessary to perform mentoring responsibilities (i.e.: RE and IM training and/or Pathwise training or other research-based mentor training programs);
 - c. Opportunities to consult with and otherwise assist the assigned RE;
 - d. With Superintendent/Designee approval, substitute teachers may be provided on an as needed basis for Mentors to perform duties such as classroom observations of RE teachers.
 4. If a REC member, Mentor, and/or RE participates in training relative to the Resident Educator Program, with the approval of the Superintendent/Designee, the District shall pay all necessary and actual costs for such training.

- K. Restriction
1. A formative assistance program of professional support mutually developed by the Mentor and RE shall not be developed or utilized as part of a teacher's evaluation.
 2. No Mentor shall participate in any informal or formal evaluation of an RE or be requested or directed to make any recommendation regarding the continued employment of any RE or in any way provide evidence against any RE. The exception to this would be if the Mentor possesses information regarding the RE engaging in activities defined in ORC 3319.16.

3. All interaction, written or oral, between the Mentor and the RE shall be regarded with the same confidentiality as that represented by attorney/client relationship. Except as in J.2. above, any violation of this tenet by the Mentor shall constitute grounds for immediate removal from the role as Mentor.
4. No Mentor shall be assigned to more than one RE at a time during a school year. This section may be waived with the written consent of the Mentor and the Superintendent/Designee.
5. An RE is not required to show formal evaluations to the Mentor or the administration and may not be directed to do so.

L. Protections

1. Other than a notation to the effect that a teacher has served as a Mentor, the teacher's activities as a Mentor shall not be part of that teacher's evaluation.
2. A RE shall not be required to remain in a Resident Educator Program longer than is necessary to complete State required assessments.
3. A Mentor shall be held harmless in the event the RE fails to satisfactorily complete licensure requirements.

M. Compensation for Mentors

1. Yearly compensation will be based at no more than the maximum number of hours listed in the following:
 - a. Mentoring a first year RE (RE1); 50 hours
 - b. Mentoring a second year (RE2); 40 hours
 - c. Mentoring a third year (RE3); 40 hours
2. Facilitators who assume more of the third year mentoring duties and will continue the support for REs as needed – compensation will be \$500 per year to mentor third year REs in the building and \$500 per year to mentor fourth year REs in the building.
3. During years one (1), two (2) and three (3), instructional mentors shall be compensated at the rate of twenty-five (\$25) dollars per hour for any work done outside of the contractual school day that is approved by the Superintendent.

- N. Program Review/Revisions
1. Mentors, REs and immediate supervisors shall meet with the REC prior to the end of each school year to assess and evaluate the program.
 2. The REC shall submit recommendations for any change(s) (if needed) in the District Mentor Handbook to the Association and the Superintendent/Designee not later than the end of the school year.
 3. The Association President, the Superintendent and the Assistant Superintendent shall meet to discuss recommendations for changes to the District Mentor Handbook (if needed) prior to the next school year.
 4. The Association and the Administration shall meet (if needed) to discuss recommendations relative to this article prior to the next school year. Any changes in this article must be mutually agreed to and reduced to writing by the parties to this contract and shall constitute an amendment to the applicable provisions of this article.

ARTICLE X - FAIR DISMISSAL/NON-RENEWAL/OTES

- 10.01 Teachers with more than four (4) years out of the last seven (7) years of service in the Jackson Local Schools shall not have their limited teaching contract non-renewed without the Board of Education showing reasonable cause. This provision shall not apply until the teacher has more than four (4) years out of the last seven (7) years of service in the Jackson Local Schools. However, if the Board of Education intends to non-renew, the teacher shall be notified on or before June 1.
- 10.02 One hundred twenty (120) consecutive days under contract in the same teaching assignment in the Jackson Local Schools constitutes a service year for purposes of this Article.
- 10.03 Disciplinary Actions - The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct as determined by the Superintendent or where health or safety is involved.

Letters of reprimand or oral reprimands may be issued to staff members for lesser infractions which, in the judgment of the responsible administrator, do not warrant a suspension without

pay. A suspension with pay may be imposed at any time by the superintendent either separately or in conjunction with an oral or written reprimand.

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a cumulative total of five (5) days per school year, upon a determination by the superintendent that the conduct of the teacher is detrimental to the goals and objectives of the School District. No suspension shall be imposed until the teacher has had an opportunity to appear before a responsible administrator to explain his or her actions. Such suspension(s) shall not be grieved under the grievance procedure provisions of this Agreement. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to nonrenew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

11.01 Definitions

- A. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the negotiated agreement.
- B. All days shall mean calendar days unless a change is mutually agreed to. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure.
- C. The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit represented by the Association.
- D. A grievant is a person or group having a grievance.
- E. All grievances shall be filed at the "lowest possible level." The "lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

11.02 Rights of Grievant and the Association

- A. A grievant must appear on his/her own behalf and may be represented at any and all levels of the grievance procedure by the Association or its affiliates. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of this procedure.
- B. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on appropriate forms setting forth the decision and the reasons therefore; and will be transmitted promptly to the grievant and the President of the Association.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or employees of the district be placed in jeopardy or be subject to reprisal or discrimination for having followed or participated in this grievance procedure.
- D. Before a grievance is taken to arbitration, the Association has the option of withdrawing its support, and the grievance process stops.

11.03 Procedure

- A. Informal - Within thirty (30) calendar days of the time of the incident out of which the grievance arose, unless it is shown by the grievant that attendant circumstances prevented the grievant from being aware thereof, the grievant will present the grievance to the principal. The grievant will state to the principal that his/her concern is a grievance. Within five (5) calendar days after presentation of the grievance, the principal shall give his/her answer orally to the grievant.

B. Level One - Formal

1. Within five (5) calendar days of the oral answer, if the grievance is not resolved, or if the grievant is unable for cause beyond his/her control to discuss the matter with the principal within the time limits prescribed in the informal step, it shall be stated in writing, and submitted to the principal on the form provided.
2. The "Statement of Grievance" shall name the grievant involved, shall state the facts giving rise to the grievance and shall indicate the specific relief requested.
3. The Principal or his/her designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than ten (10) calendar days after such meeting.

C. Level Two

1. If the grievance is not resolved in Level One, the grievant may, within five (5) calendar days of receipt of the principal's answer, submit to the Superintendent or his/her designee a written "Statement of Grievance."
2. No later than ten (10) calendar days after receiving the statement of grievance, the Superintendent shall investigate the grievance and meet with the aggrieved.
3. The Superintendent or his/her designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than ten (10) calendar days after such meeting.

- D. Level Three - If the grievant is not satisfied with action taken by the Superintendent at Level Two, he/she may within five (5) calendar days following receipt of notice of the Board's action request that the grievance be referred to a disinterested third party for arbitration. The permanent arbitrator shall be Rob Stein. If Mr. Stein is unable or unwilling to serve, then within ten (10) calendar days after such notice, representatives of the Board and

the Association shall meet to select the third party. If unable to agree, selection shall be made from a list provided by the American Arbitration Association (AAA) in accordance with its rules.

1. The arbitrator so selected shall hold the necessary hearings promptly and issue his/her findings and recommendations in writing. The recommendations and findings of the arbitrator shall be binding upon the parties.
2. 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. 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 observations or declarations of opinion which are not directly essential in reaching his/her decision.
3. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, not limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

11.04 Miscellaneous

- A. The cost of the arbitrator and the services of the AAA shall be borne equally by the Board and the Association. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness' regular hours of employment.
- B. Any grievance not advanced to the next level within the time limit in that level, shall be deemed resolved by the Board's answer at the preceding level. Time limits may be extended by mutual agreement of the Board and the Association in writing, then the new date shall prevail.

ARTICLE XII - INDIVIDUAL RIGHTS

- 12.01 All members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest as long as this participation does not interfere with assigned teaching duties.
- 12.02 In order to provide teachers a thirty (30) minute duty-free lunch, the committee which has already been established at the High School shall make a recommendation for the master schedule by January 31, 2013. The master schedule, if approved, shall be implemented for the 2013-2016 school years.

The elementary and middle schools shall form a committee to make recommendations on the master schedule by January 31, 2013. The master schedule, if approved, shall be implemented for the 2013-2016 school years.

ARTICLE XIII - INSURANCES

In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

13.01 Medical

- A. Employee will pay 12% of the premium on medical each year. If the COG provides the Board a premium holiday(s) in which the Board does not have to pay a monthly premium to the COG, the employees will not be charged a premium the month the premium holiday takes place. If the premium holiday is based on the previous year rates, the board and employee will share the cost of the insurance increase with the board share being 88% and the employee share being 12% based on the difference of the previous year's rates and the new year's increased rates.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs.

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by

the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue Service dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

13.02 **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$65,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

13.03 **Dental Insurance**

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III \$2,500/person per year.
- 2) Deductible - Individual \$25 per year
- 3) Deductible - Family \$75 per year
- 4) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

13.04 **Section 125 - Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE XIV - LABOR/MANAGEMENT COMMITTEE

- 14.01 The committee shall decide if training by the Federal Mediation and Conciliation Services (FMCS) in the problem-solving process is necessary for Labor/Management Committees in order to maximize the productivity of the committee.

ARTICLE XV - LEAVES OF ABSENCE

- 15.01 Assault - If a bargaining unit member receives a physical injury resulting from a physical assault while performing in the confines of his/her employment, assignment, or duties, the bargaining unit member shall use sick leave until such time as it would affect the maximum negotiated severance pay which he/she would receive at retirement. At such time, the Board shall grant a leave of absence for the period so designated by the employee's physician up to an aggregate maximum of one calendar year from the date of the physical injury. The Board reserves the right to have the bargaining unit member examined by a Board-designated physician prior to the granting of Assault Leave.

If the leave is granted, it shall be with full pay and benefits accruing and usable, less any benefits paid to the bargaining unit member for Worker's Compensation.

In the event that a bargaining unit member has fewer than five (5) service years with the State Teachers' Retirement System (STRS), the Board shall continue the bargaining unit member on Assault Leave until such time as he/she would qualify for STRS disability retirement.

- 15.02 Child Care Leave - A teacher may request and shall be granted a child care leave of absence without pay or benefits on the conditions set forth below:

- A. The child care leave of absence shall be for the balance of the school year (July 1 - June 30) in which the birth of

a child is expected. Requests for child care leave must be made in writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before July 10.

- B. The leave shall be extended for one (1) additional school year upon request of the employee to the Board made not later than April 1 preceding the year for which such leave is requested.
- C. When the teacher desires to terminate such leave, application for reinstatement may be made by the teacher at any time during the school year prior to April 1 and the employee shall be reinstated at the beginning of the next school year. If it is educationally sound, the Board may allow a teacher to return prior to the beginning of the next school year.
- D. Upon returning from child care leave, the teacher shall be entitled to reinstatement to a position for which he/she is certified with the same contractual status which was held prior to the leave.
- E. A teacher who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions.
- F. Failure for the bargaining unit member to abide by the timelines as stated herein shall constitute grounds for the termination of his/her contract.

15.03 Extended Leave of Absence for Illness

- A. Upon written request, a certified employee will be granted a leave of absence without pay for a period of not more than two (2) consecutive school years (July 1 - June 30) where personal illness or other disability is the reason for the request.
- B. An employee returning from such a leave will be returned to the contract status that was held prior to the leave.

- C. A teacher, while on leave of absence shall notify the Superintendent by April 1 of his/her intention to return or not to return at the expiration of the leave of absence.
- D. Failure of the bargaining unit member to abide by the timelines as stated herein shall constitute grounds for the termination of his/her contract.

15.04 Family Medical Leave Act

- A. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
- B. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
- C. The Board shall provide a copy of the policy on FMLA in the library of each building.

15.05 Insurance Benefits While on Leave - During leaves of absences as described in the Child Care and Extended Illness sections, where the group insurance policies permit, the teacher may continue, at his/her expense, to participate in the benefits provided other teachers which are paid for by the Board. Insurance premiums must be paid to the Board Treasurer at least thirty (30) days in advance of the Board's due date.

15.06 Personal Leave - Each regular teaching employee shall for good cause shown, be entitled to three (3) unrestricted days of non-accumulative personal leave per school year at the employee's regular compensation. Requests for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence on the form prescribed by the Board, provided, however, that in cases of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. Provided, further, that if circumstances make advance requests impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.

Employee requests to be absent on the day before or the day after regularly scheduled vacation and/or holiday and/or inservice normally will not be approved.

The Superintendent may allow use of personal leave the day before or the day after regularly scheduled vacation and/or holiday and/or inservice for specific reasons.

No more than fifteen (15) teachers will be granted personal leave on any given day. An exception may be made by the Superintendent.

Falsification/abuse of personal leave shall be grounds for termination.

A payment of \$500 shall be made in any year when an individual does not use any of the three (3) days personal leave.

15.07 Pregnancy - Sick leave may be used for pregnancy according to 3319.141 of the Ohio Revised Code. To ensure the continuation of a sound educational program for the students, the following procedure shall be followed by teachers using sick leave for pregnancy:

- A. Following childbirth, the teacher shall notify the Superintendent in writing of her plans to use sick leave for illness and shall include the anticipated date the doctor will release her from his/her care.
- B. Ten (10) days prior to resuming her teaching assignment, the teacher shall notify the Superintendent in writing of her plans to return to work and attach a medical release from her doctor stating she can resume her teaching duties.

15.08 Sick Leave - The teachers in the Jackson Local School District shall be entitled to sick leave as computed according to law. The maximum accumulation of sick leave shall be 350 days. A teacher may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family. Immediate family is defined to be father, mother, sister, brother, spouse, child or any person residing in the same household with the employee.

In addition, a teacher may also use sick leave for death of grandparents, grandchildren, in-laws, aunts, uncles, and religious holiday(s) for practicing individuals not incorporated on the adopted school calendar.

Falsification/abuse of sick leave shall be grounds for termination.

Up to five (5) days of sick leave may be used for the adoption or birth of a child by a father.

- 15.09 Other Paid Leaves - The Superintendent may grant additional sick, personal or unpaid leave for unusual circumstances including the adoption of a child.
- 15.10 Educational Leave - The Superintendent may grant to any bargaining unit member an extended leave of up to two years duration without pay for the purpose of gaining additional academic training, which will, in the determination of the Superintendent, improve the teacher's competency.

ARTICLE XVI - LENGTH OF WORK YEAR

- 16.01 The length of the work year shall be 185 (187 for teachers new to the district) days.
- 16.02 Bargaining unit members may be required to attend up to twenty (20) hours of in-service meetings per year, in addition to the current 185/187 day contract year, under the following conditions:
 - A. The dates for in-service meetings shall be agreed upon by the Labor/Management Committee.
 - B. The rate of pay shall be \$25 per hour with a minimum of \$100 per in-service meeting.
- 16.03 The compensation for extended hours assigned/authorized by an administrator shall be \$25 per hour.

**ARTICLE XVII - LOCAL PROFESSIONAL DEVELOPMENT
COMMITTEE**

17.01 A. Purpose - A Local Professional Development Committee ("LPDC") shall be established for the purpose of determining whether the coursework taken by any teacher meets the requirements of State Board of Education Standards for license renewal/certificates.

B. Term of Office - The initial term of office for members serving on the Committee shall be:

Two (2) teachers / One (1) administrator: 2 yr. term

One (1) teacher / One (1) administrator: 3 yr. term

After completion of the initial term, each appointment shall be for three (3) years.

C. Committee Composition and Selection

1. There shall be one Committee comprised of five (5) members as follows:

Three (3) classroom teachers

Two (2) administrators

2. The three (3) teacher members shall be selected by the Association based on the JMEA Constitution/ Bylaws. The administrators shall be appointed by the Superintendent.

3. There shall be six (6) non-voting members of the LPDC so that in combination with the voting members, each elementary building will be represented.

4. The LPDC will be composed of the following:

High School: one voting and one non-voting member

Middle School: one voting and one non-voting member

Elementary: one voting and three non-voting members so that each elementary is represented

Administrators: two voting and one non-voting

5. If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting teachers to fill the vacancies. Likewise, vacancies occurring in any positions selected by the Superintendent shall be filled by the Superintendent.

D. Chairperson - The committee chairperson shall be determined by a majority vote of the committee members. During the first year the chairperson shall be an administrator. During the second year the chairperson shall be a teaching employee. The chair shall rotate from year-to-year between administrative employees and teaching employees.

E. Decision Making

1. Decisions shall be made by a majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three (3) committee members, at least two of which must be teachers and at least one (1) must be an administrator.
2. IPDP decisions relative to teachers shall be made by three (3) voting members, two (2) teachers and one (1) administrator.

IPDP decisions relative to administrators shall be made by three (3) voting members, two (2) administrators and one (1) teacher.

F. Training

1. Relevant training shall be required for all members of the committee.

Twelve (12) hours of training may be secured from the Stark County Educational Service Center.

The training from SCESC may be in lieu of two (2) Jackson Local District calendar inservice days.

2. If the approved training is during the regular school day, committee members shall be given professional release time to attend such training up to two days per year. The Board shall pay for substitutes.

LPDC members shall be reimbursed for actual and necessary expenses incurred as part of the training in accordance with School District Policy up to a maximum of \$100 per member per year.

G. Meetings and Compensation

1. The initial meeting of the LPDC upon member appointments shall be called by the Superintendent.
2. At the initial meeting the LPDC shall review this article and shall select a chairperson and such other officers as the LPDC deems necessary. The LPDC shall prepare rules of conduct for its meetings thereafter and not later than September 30 of each year and post in each building their meetings scheduled for the year.
3. The LPDC shall meet as often as the members deem necessary to complete their work. All meetings shall be held outside the regular workday. The LPDC shall request approval of meetings from the Superintendent.
4. Compensation, when approved by the Superintendent, shall be \$25 per hour.

H. Appeals Process

1. Level I
 - a. Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC in writing for review within seven (7) days of the LPDC's decision. The staff member may resubmit a proposal in writing which shall be considered.

- b. The LPDC shall render its decision in writing within fourteen (14) days of the receipt of the appeal.

2. Level II

- a. Any certificated/licensed staff member wishing to appeal the decision of the Level I appeal may petition by filing a written appeal with the chairperson of the LPDC for review within seven (7) days of the Level I decision.
- b. An appeals committee will be appointed. The appeals committee shall consist of three (3) members. These members shall be one (1) teacher, one (1) administrator from the Stark County Educational Service Center and a third party agreed upon by the teacher and administrator member names above. No member shall be employed by the Jackson Local Board of Education.
- c. Upon receipt of an appeal from Level I, the appeals committee shall meet to hear the appeal. The committee shall render its decision in writing within fourteen (14) days of receipt of the appeal.
- d. The appeal committee's decision shall be final and the decision shall not be grievable or otherwise challenged.
- e. The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

I. Reciprocity - The Jackson Local School District's LPDC may accept outside district-approved IPDP's for any educator hired by the Jackson Local Schools Board of Education from another district.

J. Miscellaneous

- 1. LPDC shall keep records of its meetings (minutes), decisions, and recommendations. Copies of such

records shall be maintained in the office of the Treasurer.

2. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of the collective bargaining agreement or state law and regulation.
3. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the collective bargaining agreement agree to reconvene bargaining to make the appropriate adjustments, if any.
4. Neither the LPDC as an entity nor any of its members has the authority to incur financial obligations on the part of the Board of Education.

17.02 LPDC shall be referred to a committee to amend and bring up to standards. Upon approval of the bargaining teams, this article shall be changed to reflect the recommendations of the committee.

ARTICLE XVIII - MANAGEMENT RIGHTS

18.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include the following:

- A. 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 Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
- B. direct, supervise, evaluate and hire employees;
- C. maintain and improve the efficiency and effectiveness of Board operations;

- D. determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
- E. suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
- H. effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
- I. take actions to carry out the mission of the School District.

The exercise of the forgoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

- 18.02 Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

ARTICLE XIX- METHOD OF PAYMENT/PAYROLL DEDUCTIONS

- 19.01 Salaries paid under the terms of this Agreement shall be paid on biweekly paydays via direct deposit. The exception to this will be the necessary adjustments in the pay cycle.

A maximum of ten (10) members of the bargaining unit, on a first come first serve basis, shall receive his/her summer pay in a lump sum in the first pay of June, if such request is submitted, in writing, to the Treasurer prior to January 1 preceding the June request.

- 19.02 The Board shall provide to members of the instructional staff, payroll deductions as follows:

- A. Professional Dues - The Treasurer is authorized to make payroll deductions for the JMEA and its affiliates upon presentation of a written authorization list by the Association to the Treasurer prior to October 1. All such money so deducted shall be remitted monthly to the Treasurer of the Association. Dues deduction authorization shall be irrevocable for periods of one (1) year except that authorization may be withdrawn during a period of thirty (30) days each year ending October 1. In cases of hardship the individual employee can appeal his/her case to the Association President to ask that his/her dues deduction be terminated. A copy of the employee's appeal letter and the Association's response shall be sent to the Treasurer.

The Association shall present a new authorization list to the Treasurer each year prior to October 1. The Board shall provide, for those individuals authorizing it, in writing, continuing payroll deduction of association dues. Association dues shall be deducted in twenty (20) equal biweekly installments commencing with the second pay period in October. Upon termination of employment the dues deductions unpaid balance shall be made from the last check due the employee.

If for any reason the Board fails to make deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been

called to its attention, in writing, by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure if due to the negligence of the JMEA.

- B. Income Tax - All teachers shall have payroll deductions of Federal, State and City Income Tax contributions from each paycheck in accordance with the procedures established by the Internal Revenue Service and Ohio Income Tax Department. A request for City Income Tax deduction shall be submitted, in writing, by the teacher to the Treasurer. Such request shall include the name of the city to which the income tax is to be paid.
- C. Retirement - All teachers shall have payroll deduction of their contribution to the State Teachers' Retirement System from each pay.
- D. Annuities - Annuities programs will be authorized by the Board when the necessary conditions of the annuities fund have been met.
 - 1. Such deductions shall continue from month to month, year to year, until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payments to be discontinued.
 - 2. For teachers who have not authorized a current annuity for payroll deduction and teachers hired after the effective date of this contract, said teacher shall authorize, in writing, the Treasurer to deduct from his/her salary the premium or portion thereof agreed to be paid by him/her to an insurer authorized to do business in the state for annuities.
 - 3. There shall be two (2) open periods for individuals to begin annuity deductions during the months of September and January.
 - 4. The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the employee in writing. If annuity deductions are authorized, the employee shall have the sole

responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code. In order to have payroll deduction of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

- E. Credit Union - The Board shall provide payroll deductions for teachers requesting same, for deposits or loan payments to the Stark Federal Credit Union. Such deductions shall continue from month to month, year to year, until employment terminates or said teacher gives the Treasurer of the Board written notice requesting such deductions to discontinue.
- F. United Fund Pledges - All employees may have United Fund Pledges deducted from their checks beginning with the first pay in November and ending with the first pay in August.
- G. Employees will pay their share of insurance premium under Article XIII by payroll deduction through the Section 125 Plan.
- H. EPAC Deductions - Upon receipt of authorization from the bargaining unit member, the Board will at no charge, commence payroll deductions of EPAC contributions.
- I. STRS deduction for purchase of service credit. - Any member of the bargaining unit who desires payroll deduction for the purchasing of credit for STRS must do so with pre-tax dollars in accordance with rules and regulations established by the STRS.

ARTICLE XX - NO STRIKE

- 20.01 Neither the Association, its Agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in

accordance with 4117 ORC, including but not limited to Sections 4117.15, 4117.16 and 4117.18 in their entirety, as well as any future revisions to the ORC. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.

- 20.02 As per 4117.15(C): No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- 20.03 Any violation of this Article (or Section) will be automatic and sufficient grounds for immediate disciplinary action by the Board against the employee(s) involved and shall render the provisions of any existing contract between the Board and the Association null and void.

ARTICLE XXI - OHIO TEACHER EVALUATION SYSTEM

- 21.01 A. The evaluation procedure is intended to provide an evaluation model that is research-based, evidenced based, transparent, and fair. For the purpose of this article it only applies to the following employees of the district:
 - 1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction;
 - 2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spends at least fifty percent of their time providing content-related student instruction;
 - 3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty percent of their time providing content-related student instruction; and
 - 4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction.

- B. During the term of this Contract, classroom teachers with summative evaluation ratings of Accomplished shall be considered to have “comparable” evaluation results. Classroom teachers with summative ratings of Skilled or Developing shall be considered to have “comparable” evaluation results. Classroom teachers with summative evaluation ratings of Ineffective shall be considered to have “comparable” evaluation results.

21.02 Definitions

- A. Poorly Performing Ineffective Teacher- For the purpose of utilization of the Ohio Teacher Evaluation System, a poorly performing ineffective teacher shall be defined as any teacher who is assigned an overall evaluation rating of Ineffective for two (2) of the three (3) most recent school years

21.03 Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To make decisions regarding employment, re-employment, discipline, termination, nonrenewal and layoff.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

21.04 Evaluators

- A. An evaluator must be a full-time, credentialed contracted employee of the District. Each credentialed evaluator will only evaluate teachers in the building to which they (the evaluator) are assigned (exceptions listed below). The person who is responsible for assessing a teacher's performance shall be:
 1. The teacher's immediate supervisor or designee for those teachers with an expected level of student growth or a below expected level of student growth on the

student growth measure dimension of the evaluation procedure.

2. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
3. In the event a teacher performs work under the supervision of more than one supervisor, and the teacher does not get to select their supervisor, one supervisor shall be designated as the evaluating supervisor. The designated supervisor will be an administrator in the building in which the teacher spends the majority of their time.
4. The evaluator shall not be a bargaining unit member.

21.05 Evaluation Committee

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of evaluating the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. The Committee shall be comprised of three (3) Association members to be appointed by the Association president/designee and three (3) members appointed by the Superintendent/designee. The Committee shall meet within thirty (30) days after ratification of this agreement to create guidelines and responsibilities of this committee.

B. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
2. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. All decisions of the committee will be achieved by consensus with a recommendation to the Superintendent. The recommendations of the committee shall be advisory only.
4. At each meeting, the committee will record minutes.

C. Compensation

1. Any committee work required by the Superintendent performed outside of the contractual work day will be paid at a rate of \$25 per hour.

D. Committee Authority

1. The committee is responsible for jointly reviewing and recommending to the Superintendent the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

21.06 Orientation

- A. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified of the name and position of his or her evaluator.
- B. A teacher newly employed after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within four (4) weeks of the first day in a new assignment.

21.07 Schedule for Evaluation

- A. A teacher who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every two years. Biennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year.

- B. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, no later than the tenth (10th) day of May.

21.08 Criteria for Performance Assessment

- A. A teacher's performance shall be assessed based on the seven (7) standards for the teaching profession and the criteria set forth in the evaluation instrument. The form shall be available online.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Results and conclusions of performance assessments must be documented.
- D. No video or audio recordings shall be utilized during teacher classroom observations unless requested by the teacher and/or mutually agreed upon.

21.09 Observations

- A. Schedule of Observations
 - 1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least four (4) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
 - 2. The Board shall require three formal observations of each teacher who is under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Revised Code.

B. Observation Conference

1. One formal observation shall be preceded by electronic communication between the evaluator and the teacher in order for the teacher to provide evidence and to explain plans and objectives for the work situation to be observed.
2. A post-observation conference shall be held after each formal observation. Post-observation conferences will also allow teachers an opportunity to provide evidence for the evaluation criteria. The post-observation conference must take place within two (2) calendar weeks of the observation. This post-conference may be completed electronically if mutually agreed upon. A remediation plan (Appendix 1) will be developed with the teacher and the evaluator if the teacher's performance indicates a rating of Ineffective on their evaluation.

APPENDIX 1

School District Teacher Summative Remediation Plan

Employee Name:
Position:
Department/School:
School Year:
Evaluator:
Today's Date:

Summative Determination of the Remediation Plan

_____ Licensed Professional has successfully completed the goal(s) of the Remediation Plan.

Teacher has not satisfactorily completed the goal(s) of the Remediation Plan and therefore the following recommendation is made:

_____ Teacher has satisfactorily completed components of the Remediation Plan and will be returned to a Professional Improvement plan.

_____ Teacher has not satisfactorily completed components of the Remediation Plan.

Building Evaluator

Date

Licensed Employee

Date

(Signature indicates the teacher has read and is familiar with the contents of the Remediation Plan and attached performance assessments and does not necessarily constitute agreement with the evaluator's recommendation.)

3. A teacher may request a formal observation at any time in addition to those required by this procedure.

21.10 Walkthroughs

- A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:
 1. Evidence of planning;
 2. Lesson delivery;
 3. Differentiation;
 4. Resources;
 5. Classroom environment;
 6. Student engagement; and,
 7. Assessment.
- B. Walkthroughs will be less than thirty (30) minutes, will be unannounced, and may be conducted at the discretion of the evaluator. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared with the teacher within two (2) calendar weeks of the walkthrough.

21.11 Finalization of Evaluation

A. Written Report

Before May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Cycle

The summative evaluation report should then be signed by the teacher to verify notification to the teacher that the

summative evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the summative evaluation report.

C. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

21.12 Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators from those available from their building for the evaluation cycle as set forth in this agreement and if choosing to do so must make their choice by September 15th. If only one evaluator is assigned to the teacher's building, he or she may choose from an approved list of district evaluators.
2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
 - a. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor, association president or his or her designee, or another mutually agreed upon teacher

of the District to facilitate further discussion between the teacher and the evaluator.

- B. Professional growth and improvement plans shall describe the performance expectations.
- C. The Board shall provide, at the Superintendent's discretion, for professional development and for the allocation of financial resources outside the contract day to accelerate and continue teacher growth and improvement and to provide support to ineffective teachers as set forth in this agreement.

21.13 Improvement Plans

- A. Teachers whose performance indicates a rating of Ineffective will develop an improvement plan with their credentialed evaluator.
- B. The professional improvement plan shall include:
Specific performance expectations and resources at the Superintendent's discretion.

21.14 Mentor Teacher (Coach) for Teachers on an Improvement Plan

- A. The district will provide teachers under an improvement plan a mutually agreed upon mentor or instructional coach who will work with the teacher as guided by the Ohio Department of Education improvement plan.
 - 1. Protections
 - a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
 - b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
 - c. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.

21.15 Due Process

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

21.16 Personnel Action Requirements

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until a teacher receives an Ineffective rating on his or her annual evaluation for two (2) of the three (3) most recent school years.

B. Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- a. failing to complete all required written examinations under this section;
- b. a failing score on a written examination(s) taken pursuant to this section;
- c. a rating of “Ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- d. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

- C. Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified at least ten (10) days prior to the non-renewal action by the Board.

21.17 Student Growth Measures Committee(s)

- A. The Board and Association agree to establish a Student Growth Measures (SGM) Committee for the sole purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM. Through mutual agreement, the SGM Committee(s) can be either District wide or building specific. The Committee shall be comprised of three (3) Association members appointed by the Association president and four (4) members appointed by the Superintendent /designee. The Committee will meet within thirty (30) days after ratification of this agreement to create guidelines and responsibilities of this Committee.
- B. The SGM portion of the evaluation shall be from the following:
 - 1. Value added (VA) data;
 - 2. ODE approved student assessments; and/or
 - 3. Menu of options determined locally such as SLOs.
- C. Compensation
 - 1. Any Committee work required by the Superintendent to be performed outside of the contractual work day will be paid at a rate of \$25 per hour.

ARTICLE XXII - PERSONNEL FILES

- 22.01 Any teacher may review the contents of his/her personnel file(s) during regular business hours in the office of the Superintendent.

Personnel files are to be available only to the teacher requesting his/her own file(s), or the Superintendent, appropriate administrative personnel and the Board as an entity, but are subject to any disclosure required by lawful subpoena or the Public Records Law (ORC 149.43).

- 22.02 After reviewing the file(s), the teacher may insert written comment(s) pertaining to any item in his/her file(s). Chapter 1347 O.R.C. shall apply to this Article.
- 22.03 It is understood that secretaries in the Board office will have access to the personnel file(s) of each teacher as a part of their routine duties in maintaining file(s).

ARTICLE XXIII - PRINTING AND DISTRIBUTION

- 23.01 At the conclusion of these negotiations the entire agreements between the parties shall be reduced to writing and reproduced for distribution to every teacher in the district. The JMEA and Board shall each receive one hundred (100) additional copies of the Agreement.
- 23.02 Cost of reproducing and distribution shall be borne equally by the Board of Education and the Association.

ARTICLE XXIV - REDUCTION IN FORCE

- 24.01 The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular individuals after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes.

The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board shall thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certificated. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

- 24.02 The definition of "decrease in enrollment" contained in ORC 3319.17 and referenced in this Article shall be defined as follows:

1. For the 2013-14 school year, the decline in enrollment will be the difference between the enrollment in 2013-14 and that during the 2008-09 school year (using the October ADM Reports):

2008-09 Enrollment	5499
2009-10 Enrollment	5484
2010-11 Enrollment	5728
2011-12 Enrollment	5785
2012-13 Enrollment	5860

$$5499 - 5860 = 361 \text{ increase}$$

2. The number of individuals exposed to RIF will be 0 for the 2013-14 year.

Examples for the future:

3. 0
 $\frac{+2}{2}$ (Decrease of 52 ($\div 25 = 2$) in 14/15 over 13/14)
2 New RIF Exposure for 2014-15 year
4. 2
 $\frac{+6}{8}$ (Decrease of 152 ($\div 25 = 6$) in 15/16 over 14/15)
8 New RIF Exposure for 2015-16 year
5. The 8 will be adjusted each of the following three years by dividing the current enrollment change by 25 and either increasing or decreasing depending on each year's enrollment change.
6. The 8 will also be decreased by the number of any reductions in force that actually occur each year.

The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Jackson Local School District using the layoff procedures contained in this Article.

The Superintendent will not use the RIF in a punitive manner.

24.03 The Superintendent shall announce when a RIF is necessary and certification on file in the central office, on the date the RIF is announced, shall be the basis for suspending contracts as stated below:

- A. Seniority, if used, shall be defined as length of continuous service, including approved leaves of absence, if any, which shall not break seniority, nor shall they count toward seniority, from the date of employment in Jackson Local Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.
- B. It is the bargaining unit member's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.

The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations (ORC 3319.17)

During the term of this Contract, classroom teachers with summative evaluation ratings of Accomplished shall be considered to have "comparable" evaluation results. Classroom teachers with summative ratings of Proficient or Developing shall be considered to have "comparable" evaluation results. A classroom teacher with a summative evaluation rating of Ineffective shall be considered to have "comparable" evaluation results.

- C. When RIF becomes necessary, displacement ("bumping") shall occur as follows:
 - 1) Non-tenured individuals holding temporary certification will be the first ones suspended.
 - 2) Fully certificated limited contract individuals shall be the next ones suspended.

- 3) Continuing contract individuals shall be the last persons suspended.
- 4) Within each item (1) through (3) reductions shall be made so that the individuals in those areas having the least seniority will be the first to be suspended.

24.04 An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

24.05 The Superintendent or his/her designee shall provide the Association President with a "seniority list" by November 1st of each school year. In addition, an updated seniority list shall be provided to the Association prior to the implementation of a reduction in force. This list shall be prepared in the following manner:

All individuals shall be listed by

- A. contract status (limited or continuing).
- B. years of experience (seniority) in Jackson Local
- C. all areas of certification on file with the district
- D. from the least senior to the most senior in all certificated areas.

24.06 An individual whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified. Such individuals shall be recalled in descending order of seniority with continuing contract individuals being called first followed by fully certificated limited contract individuals. No new individuals shall be employed by the Board while there are continuing and limited contract individuals on the RIF list who are certificated for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list.

The teachers whose continuing contracts are suspended by the board shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing service status by reason of having

declined recall to a position that is less than full-time or, if the teacher was not employed full-time prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of fulltime employment than the position the teacher last held while employed in the district. (ORC 3319.17)

All teachers who are on a limited or extended limited contracts who lose their job as a result of Reduction in Force (RIF), shall maintain recall rights from the effective RIF date for two years in the District.

- 24.07 Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
- 24.08 If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of Education shall have no further obligations to him/her.
- 24.09 Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).
- 24.10 Vocational - As long as a Cooperative Agreement is in effect among the Jackson, Plain, Lake and North Canton School Districts to provide vocational education, the following reduction in force procedures shall be in effect:

This procedure will be revised by the Cooperative Districts to comply with ORC 3319.17.

- 1. If the Superintendents' determination of course offerings results in the elimination of a position(s), such reduction may occur as long as the procedures contained in this Section are followed.
- 2. If the decision on a course offering(s) results in the need to reduce staff in any district, the individual with the most seniority as defined in 25.03 A, shall be retained. The individual with the least seniority shall exercise the

displacement rights in the collective bargaining agreement with his/her current employer.

3. If there is no one for the individual to displace, the individual shall be placed on the RIF list of the current employer under the terms of that collective bargaining agreement. The individual shall also be placed on the RIF list in the other provider districts in the area of vocational certification only, under the terms of that district's collective bargaining agreement.
 4. If the course offering remaining is to be taught in a different district, the individual remaining shall be assigned (transferred) to and contracted by that district without a break in seniority, and subject to other terms of that district's collective bargaining agreement without loss of tenure (if applicable), salary schedule credit for years of experience earned or granted by the previous district.
 5. Superintendents may assign vocational teachers to vocational programs in any of the participating districts provided the protections of paragraph 4 above are followed.
 6. On or after the entrance of the district into the vocational compact, if a vocational teacher is transferred to a non-vocational position, the individual retains displacement rights both within the contracted district and, in the vocational area, across districts.
 7. Other districts may be added to the Cooperative Agreement.
 8. Teachers in the Jackson Local School District shall not have displacement or recall rights across district lines until July 1, 1995.
- 24.11 This Section, 23.11, may be modified as necessary, upon written agreement of the Superintendent and Association President to comply with requirements of the Vocational Compact/Collaborative.

ARTICLE XXV - RETIREMENT INCENTIVE

- 25.01 A one-time retirement bonus in the amount of \$25,000 for 2013-2014, \$20,000 for 2014-2015 and \$15,000 for 2015-2016 will be available to bargaining unit members who become first time eligible for retirement or reach 30 years of service (July 1, 2014 – June 30, 2015) 31 years of service (July 1, 2015 – June 30, 2016) under STRS guidelines and retire effective at the end of the school year in which they qualify. If the member fails to take the incentive when first eligible he/she forfeits the incentive. This Article shall not be carried forward to the successor contract. This sentence shall survive the expiration of this Agreement.
- 25.02 An irrevocable notice of intent to retire must be received by the Superintendent by April 1 of the year of retirement. Payment shall be made the January following retirement.
- 25.03 First time eligible includes the purchasing, if the member chooses to do so, of STRS credit.
- 25.04 Individuals must provide proof from STRS of first time eligibility.

ARTICLE XXVI - SALARY SCHEDULE

- 26.01 Maintain index
- 2013-2014
- 1% increase on base
 - One Index Step
 - 1% one time, not indexed
- 2014-2015
- 1 ½ % increase on base
 - One Index Step
 - .5% one time, not indexed
- 2015-2016
- 2% increase on base
 - One Index Step

Any member who returns to the salary schedule as per this agreement will not make less money than the 2012 – 2013 year.

- 26.02 It is the bargaining unit member's responsibility to ensure that all training experience must be properly certified and kept up to date and filed at the Superintendent's office. Any changes in salary category due to additional training must be verified with satisfactory evidence (until an official transcript can be obtained) and will become effective only if filed prior to September 15 of any given year.
- 26.03 The 150 hours step is the total number of semester hours of college training (graduate or undergraduate work) and must include a Bachelor Degree (except Non-Degree Vocational). The BA +15 hours applies only when the semester hours of graduate work are earned beyond a Bachelor Degree and are in a purposeful pattern for certification (except Non-Degree Vocational).
- 26.04 The MA +15 hours applies only when the semester hours of graduate work are beyond a Masters Degree. The MA +30 hours applies only when the semester hours of graduate work are beyond a Masters Degree.
- 26.05 Non-Degree Vocational
- A. Five (5) years trade experience, in the trade area for which certification is granted, is equal to the first level on the bachelor schedule. Credit may be granted on the salary schedule for work experience beyond the five (5) years.
 - B. Any non-degree instructor in an approved Vocational Job Training Program who earns or possesses a four year Provisional certificate will be placed on the 150 hour salary schedule column at the appropriate experience step, when an approved course of study is submitted to the school administration. Twenty-four semester hours of teaching improvement work at a college or university and eighteen months successful teaching experience in Vocational Education is required for the four-year Provisional certificate.
 - C. Any non-degree instructor, in an approved Vocational Job Training Program who earns or possesses an eight year Professional Certificate will be placed on the Degree + 15 salary schedule column at the appropriate experience

step when an approved course of study is submitted to the school administration.

D. Route B Career Technical Licensure Pathway Chart

The chart below identifies the Entry Year Program Eligibility options for candidates fitting the designated licensure and year of teaching categories at the start of the academic year 2005-2006.

Route B Career Technical Licensure Pathway

License	Requirements	Validity Period	Entry Year Eligibility	Tests Required
First Two-Year Provisional Career-Technical License	*High school diploma *Five years of work experience in the teaching area *Four semester hours of an approved preservice career-technical education program	Two years – renewable	None	None
Second Two-Year Provisional Career-Technical License	Successful completion of an additional six semester hours in the approved preservice career-technical education program	Two years – non-renewable	Eligible for registration and participation in Entry Year Program	Praxis III – first assessment will be conducted in the Spring of the first year of participation in the Entry Year Program
Interim	To be used by teachers who had only one opportunity to pass the Praxis III/Entry Year Program during the life of the two-year provisional license	One year – non-renewable		

First Five-year Professional Career-Technical License	*Completion of the approved preparation program of twenty-four semester hours *Completion of the Entry Year Program *Successful completion of Praxis III assessment *Recommendation by the dean or head of teacher education at an institution approved to prepare teachers	Five-years - renewable		
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26.06 Supplemental Contracts

The Board hereby agrees to compensate bargaining unit members holding the position(s) listed below the percentage of the base salary B.A. "0" step as indicated:

<u>Position/Activity</u>	<u>Level</u>	<u>Rank</u>	<u>Index</u>
Language Arts	H.S.	Head	.075
Social Studies	H.S.	Head	.075
Math	H.S.	Head	.075
Student Services Dept (Guidance)	H.S.	Head	.075
Business	H.S.	Head	.075
Trade Industrial	H.S.	Head	.075
Science	H.S.	Head	.075
Foreign Language	H.S.	Head	.075
Family & Consumer Sciences	H.S.	Head	.045
Health/Physical Education	H.S.	Head	.045
Art	H.S.	Head	.045
Content Specialist	District		.045
Media	H.S.	Head	.045
Music	H.S.	Head	.045
Special Education	H.S.	Head	.075
Annual	H.S.		.095
Bear Facts Newspaper	H.S.		.05
Senior Advisor(s)(each)	H.S.		.03
Junior Advisor/Prom	H.S.		.06
After Prom	H.S.		.06
Band Content Specialist	H.S.		.45
Jazz Band Director	H.S.		.14
Forensic Director	H.S.		.10
Speech (Individual Events)	H.S.		.10
Debate	H.S.		.10

Speech (Indiv.Events)/Debate Ass't.	H.S.		.10
Drama Director	H.S.		.05
Drama Production Mgr.	H.S.		.025
Drama Financial Director	H.S.		.02
Drama Costume Designer	H.S.		.02
Polar Bear Backers	H.S.		.025
Student Council	H.S.		.03
National Honor Society	H.S.		.02
National Arts Honor Society	H.S.		.01
F.F.A.	H.S.		.03
Skills USA Advisor	H.S.		.03
Skills USA - Auto	H.S.		.01
Skills USA – Construction	H.S.		.01
Skills USA – Health Sciences	H.S.		.01
Skills USA – Cisco	H.S.		.01
Skills USA – Civil Engineering and Architectural	H.S.		.01
D.E.C.A.	H.S.		.03
F.C.C.L.A.	H.S.		.03
HS.MS Mentor	H.S./M.S.		.01
Band Director	H.S.	Head	.25
Band Director	H.S.	Ass't.	.14
Jazz Band Assistant	H.S.		.04
Middle School Summer Band/ Activities	M.S.		.02
Pep Band	H.S.		.04
Majorette Advisor	H.S.		.05
Choir Content Specialist	H.S.		.45
Choir Director	H.S.		.16
Assistant Choir Director	H.S.		.09
Musical Director	H.S.		.08
Musical Director Assistant	H.S.		.05
Musical Financial Director	H.S./M.S.		.04
Musical Director	M.S.		.06
Musical Publicity/Ticket Sales	M.S.		\$800
Musical Stage Crew	M.S.		\$250
Musical Costume Designer	H.S.		.04
Musical Set Designer	H.S.		.025
Musical Choreographer	H.S.		.04
Model U.N.	H.S.		.015
Mock Trial	H.S.		.015
Assistant Mock Trial	H.S.		.01
Art Club	H.S.		.01
Computer Club	H.S.		.01
Yearbook Proofreader	H.S.		\$500

Ski Club (students pay)	H.S./M.S.	.01
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Ski Club Advisors will be compensated only if the cost of the supplemental is included in the student fee.

French Club	H.S.	.01
Spanish Club	H.S.	.01
Key Club	H.S.	.02
Chess Club	M.S.	.01
Chemistry Club	H.S.	.01
Science Club	H.S.	.01
People for Greener Planet	H.S.	.01
F.A.C.E.S.	H.S.	.01
Habitat for Humanity	H.S.	.04
Interact	H.S.	.02
Tri-M	H.S.	.01
Spanish Honor Society	H.S.	.01
Drama Club	H.S.	.01
Varsity J. Club	H.S.	.01
Outdoor Club	H.S.	.02
Life Skills/Community Matters	H.S.	.01
Chinese Club	H.S.	.01
Math Club	H.S.	.01
Industrial Tech Club	H.S.	.01
Medical Club	H.S.	.01
Language Arts DH	M.S. 6/ 7/8	.06
Math DH	M.S. 6/ 7/8	.045
Social Studies DH	M.S. 6/ 7/8	.045
Science DH	M.S. 6/ 7/8	.045
Special Education DH	M.S. 6/ 7/8	.045
Student Services (Guidance) DH	M.S. 6/ 7/8	.045
Dept Heads (PE, Fine Arts, Music)	M.S. 6/ 7/8	.03
Student Council	M.S.	.02
Newspaper	M.S.	.03
Annual - Yearbook	M.S.	.05
Math Counts	M.S.	.01
Geography Bee	M.S.	.01
Greater Canton Council of Math.	M.S.	.01
Spelling Bee	M.S.	.01
Power of the Pen	M.S.	.02
Outdoor Education	M.S.	.01
Art Club	M.S.	.01
Running Club	M.S.	.01
Washington DC Trip	M.S.	.01
Academic Challenge	H.S./M.S.	.01

Band/Choir Ensemble	M.S.		.02
Faculty Advisor	M.S.		.30
Grade Level Chairperson	ELEM		.04
Football	H.S.	Head	.25
Football	H.S.	Ass't.	.14
Football	H.S.	9th	.12

Three 9th grade football coaches will be paid \$240 for additional service rendered.

Football	M.S.	8th	.11
Basketball Boys/Girls	H.S.	Head	.25
Basketball Boys/Girls	H.S.	Ass't.	.14
Basketball Boys/Girls	H.S.	9	.11
Basketball Boys/Girls	M.S.	7/8	.11
Basketball Bear Cub Coordinator			.14
Wrestling	H.S.	Head	.20
Wrestling	H.S.	Ass't.	.12
Wrestling	H.S./M.S.	7/8/9	.11
Soccer Boys/Girls	H.S.	Head	.17
Soccer Boys/Girls	H.S.	Ass't.	.12
Soccer Boys/Girls 9 th Grade	H.S.	9 th	.11
Track Boys/Girls	H.S.	Head	.14
Track Boys/Girls	H.S.	Ass't.	.11
Baseball	H.S.	Head	.14
Baseball	H.S.	Ass't.	.11
Softball	H.S.	Head	.14
Softball	H.S.	Ass't.	.11
Softball 9 th Grade	H.S.	9 th	.11
Volleyball	H.S.	Head	.14
Volleyball	H.S.	Ass't.	.11
Volleyball	M.S.		.10
Swimming Boys/Girls	H.S.	Head	.14
Swimming Boys/Girls	H.S.	Ass't.	.11
Cross Country Boys/Girls	H.S.	Head	.12
Cross Country Boys/Girls	H.S.	Ass't.	.10
Cross Country Boys/Girls	M.S.	7/8	.08
Golf	H.S.	Head	.12
Golf	H.S.	Ass't.	.10
Tennis Boys/Girls	H.S.	Head	.12
Tennis Boys/Girls	H.S.	Ass't.	.10
LaCrosse Boys/Girls	H.S.	Head	.12
LaCrosse Boys/Girls	H.S.	Ass't.	.10
Bowling Boys/Girls (Fed League Sport)	H.S.	Head	.12
Bowling Boys/Girls (Fed League Sport)	H.S.	Ass't.	.10
Trainer	H.S.		.20

Cheerleader Advisor (per season)	H.S.	Head	.10
Cheerleader Advisor (per season)	H.S.	Ass't.	.07
Cheerleader Advisor (per season)	M.S.		.06
Weight Room Supvr (Aggregate)	H.S./M.S.		.20
Intramural Clubs			.05-.14

Relative to the Musical Production and Fall Drama the index shall be implemented for the 1995-96 contract year. However, the Board's financial responsibility relative to payment of stipends shall remain as current assumed.

26.07 Where a bargaining unit member holds two head coaching supplemental contracts in the same sport in the same year, he/she will be paid the full indexed amount for the first contract and one-half the amount of the second contract. The exception to this is the phase in process outlined in 25.08.

26.08 Excluding those bargaining unit members who currently hold the position(s) listed in 25.07 above, the Board reserves the right to implement a three-year phase in process for person(s) new to the position(s).

In the event that the Board chooses to use the three-year phase in process, the Board shall compensate,

- A. in the first year, 80% of the maximum supplemental salary for the position.
- B. in the second year, 90% of the maximum supplemental salary for the position.
- C. in the third year, 100% of the maximum supplemental salary for the position.
- D. a person holding the same position for more than three years shall be paid at maximum rate for that position.

26.09 The Board reserves the right to create additional position(s).

**Exhibit 1
INDEX
2014-2017**

Step	Non Degree	BA	BA + 150 Hrs	BA + 15 Gr Hrs	MA	MA + 15 Hrs	MA + 30 Hrs
0	0.880	1.000	1.020	1.040	1.060	1.080	1.080
1	0.910	1.030	1.050	1.080	1.110	1.130	1.130
2	0.950	1.070	1.090	1.120	1.160	1.180	1.180
3	0.990	1.110	1.130	1.160	1.210	1.230	1.230
4	1.030	1.150	1.170	1.210	1.270	1.290	1.290
5	1.070	1.190	1.220	1.260	1.330	1.350	1.350
6	1.070	1.240	1.270	1.310	1.390	1.410	1.410
7	1.070	1.290	1.320	1.370	1.460	1.480	1.480
8	1.070	1.340	1.380	1.430	1.530	1.550	1.550
9	1.070	1.400	1.440	1.500	1.600	1.620	1.620
10	1.070	1.460	1.500	1.570	1.670	1.690	1.690
11	1.070	1.520	1.560	1.640	1.740	1.760	1.760
12	1.070	1.580	1.630	1.710	1.810	1.830	1.830
13	1.070	1.650	1.700	1.780	1.880	1.900	1.900
14	1.070	1.650	1.700	1.780	1.880	1.900	1.900
15	1.070	1.650	1.700	1.780	1.880	1.900	1.920
16	1.070	1.650	1.700	1.780	1.880	1.900	1.920
17	1.070	1.650	1.700	1.780	1.880	1.900	1.920
18	1.100	1.680	1.730	1.810	1.910	1.930	1.950
19	1.100	1.680	1.730	1.810	1.910	1.930	1.950
20	1.100	1.680	1.730	1.810	1.910	1.930	1.950
21	1.100	1.680	1.730	1.810	1.910	1.930	1.950
22	1.100	1.680	1.730	1.810	1.910	1.930	1.950
23	1.130	1.710	1.760	1.840	1.940	1.960	1.980
24	1.130	1.710	1.760	1.840	1.940	1.960	1.980
25	1.130	1.710	1.760	1.840	1.940	1.960	2.000
26	1.130	1.710	1.760	1.840	1.940	1.960	2.000
27	1.160	1.740	1.790	1.870	1.970	1.990	2.040
28	1.160	1.740	1.790	1.870	1.970	1.990	2.040
29	1.160	1.740	1.790	1.870	1.970	1.990	2.040
30	1.160	1.740	1.790	1.870	1.970	1.990	2.040
31	1.160	1.740	1.790	1.870	1.970	1.990	2.040
32	1.160	1.740	1.790	1.870	1.970	1.990	2.040
33	1.160	1.740	1.790	1.870	1.970	1.990	2.040
34	1.160	1.740	1.790	1.870	1.970	1.990	2.040
35	1.160	1.740	1.790	1.870	1.970	1.990	2.040
36	1.160	1.740	1.790	1.870	1.970	1.990	2.040
37	1.160	1.740	1.790	1.870	1.970	1.990	2.040
38	1.160	1.740	1.790	1.870	1.970	1.990	2.040
39	1.160	1.740	1.790	1.870	1.970	1.990	2.040

**SALARY SCHEDULE
2013-2014**

Step	Non Degree	BA	BA + 150 Hrs	BA + 15 Gr Hrs	MA	MA + 15 Hrs	MA+ 30 Hrs
0	\$30,508	\$34,668	\$35,361	\$36,055	\$36,748	\$37,441	\$37,441
1	\$31,548	\$35,708	\$36,401	\$37,441	\$38,481	\$39,175	\$39,175
2	\$32,935	\$37,095	\$37,788	\$38,828	\$40,215	\$40,908	\$40,908
3	\$34,321	\$38,481	\$39,175	\$40,215	\$41,948	\$42,642	\$42,642
4	\$35,708	\$39,868	\$40,562	\$41,948	\$44,028	\$44,722	\$44,722
5	\$37,095	\$41,255	\$42,295	\$43,682	\$46,108	\$46,802	\$46,802
6	\$37,095	\$42,988	\$44,028	\$45,415	\$48,189	\$48,882	\$48,882
7	\$37,095	\$44,722	\$45,762	\$47,495	\$50,615	\$51,309	\$51,309
8	\$37,095	\$46,455	\$47,842	\$49,575	\$53,042	\$53,735	\$53,735
9	\$37,095	\$48,535	\$49,922	\$52,002	\$55,469	\$56,162	\$56,162
10	\$37,095	\$50,615	\$52,002	\$54,429	\$57,896	\$58,589	\$58,589
11	\$37,095	\$52,695	\$54,082	\$56,856	\$60,322	\$61,016	\$61,016
12	\$37,095	\$54,775	\$56,509	\$59,282	\$62,749	\$63,442	\$63,442
13	\$37,095	\$57,202	\$58,936	\$61,709	\$65,176	\$65,869	\$65,869
14	\$37,095	\$57,202	\$58,936	\$61,709	\$65,176	\$65,869	\$65,869
15	\$37,095	\$57,202	\$58,936	\$61,709	\$65,176	\$65,869	\$66,563
16	\$37,095	\$57,202	\$58,936	\$61,709	\$65,176	\$65,869	\$66,563
17	\$37,095	\$57,202	\$58,936	\$61,709	\$65,176	\$65,869	\$66,563
18	\$38,135	\$58,242	\$59,976	\$62,749	\$66,216	\$66,909	\$67,603
19	\$38,135	\$58,242	\$59,976	\$62,749	\$66,216	\$66,909	\$67,603
20	\$38,135	\$58,242	\$59,976	\$62,749	\$66,216	\$66,909	\$67,603
21	\$38,135	\$58,242	\$59,976	\$62,749	\$66,216	\$66,909	\$67,603
22	\$38,135	\$58,242	\$59,976	\$62,749	\$66,216	\$66,909	\$67,603
23	\$39,175	\$59,282	\$61,016	\$63,789	\$67,256	\$67,949	\$68,643
24	\$39,175	\$59,282	\$61,016	\$63,789	\$67,256	\$67,949	\$68,643
25	\$39,175	\$59,282	\$61,016	\$63,789	\$67,256	\$67,949	\$69,336
26	\$39,175	\$59,282	\$61,016	\$63,789	\$67,256	\$67,949	\$69,336
27	\$40,215	\$60,322	\$62,056	\$64,829	\$68,296	\$68,989	\$70,723
28	\$40,715	\$60,822	\$62,556	\$65,329	\$68,796	\$69,489	\$71,223
29	\$41,215	\$61,322	\$63,056	\$65,829	\$69,296	\$69,989	\$71,723
30	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
31	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
32	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
33	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
34	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
35	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
36	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
37	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
38	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223
39	\$41,715	\$61,822	\$63,556	\$66,329	\$69,796	\$70,489	\$72,223

**SALARY SCHEDULE
2014-2015**

Step	Non Degree	BA	BA + 150 Hrs	BA + 15 Gr Hrs	MA	MA + 15 Hrs	MA+ 30 Hrs
0	\$30,965	\$35,188	\$35,892	\$36,596	\$37,299	\$38,003	\$38,003
1	\$32,021	\$36,244	\$36,947	\$38,003	\$39,059	\$39,762	\$39,762
2	\$33,429	\$37,651	\$38,355	\$39,411	\$40,818	\$41,522	\$41,522
3	\$34,836	\$39,059	\$39,762	\$40,818	\$42,577	\$43,281	\$43,281
4	\$36,244	\$40,466	\$41,170	\$42,577	\$44,689	\$45,393	\$45,393
5	\$37,651	\$41,874	\$42,929	\$44,337	\$46,800	\$47,504	\$47,504
6	\$37,651	\$43,633	\$44,689	\$46,096	\$48,911	\$49,615	\$49,615
7	\$37,651	\$45,393	\$46,448	\$48,208	\$51,374	\$52,078	\$52,078
8	\$37,651	\$47,152	\$48,559	\$50,319	\$53,838	\$54,541	\$54,541
9	\$37,651	\$49,263	\$50,671	\$52,782	\$56,301	\$57,005	\$57,005
10	\$37,651	\$51,374	\$52,782	\$55,245	\$58,764	\$59,468	\$59,468
11	\$37,651	\$53,486	\$54,893	\$57,708	\$61,227	\$61,931	\$61,931
12	\$37,651	\$55,597	\$57,356	\$60,171	\$63,690	\$64,394	\$64,394
13	\$37,651	\$58,060	\$59,820	\$62,635	\$66,153	\$66,857	\$66,857
14	\$37,651	\$58,060	\$59,820	\$62,635	\$66,153	\$66,857	\$66,857
15	\$37,651	\$58,060	\$59,820	\$62,635	\$66,153	\$66,857	\$67,561
16	\$37,651	\$58,060	\$59,820	\$62,635	\$66,153	\$66,857	\$67,561
17	\$37,651	\$58,060	\$59,820	\$62,635	\$66,153	\$66,857	\$67,561
18	\$38,707	\$59,116	\$60,875	\$63,690	\$67,209	\$67,913	\$68,617
19	\$38,707	\$59,116	\$60,875	\$63,690	\$67,209	\$67,913	\$68,617
20	\$38,707	\$59,116	\$60,875	\$63,690	\$67,209	\$67,913	\$68,617
21	\$38,707	\$59,116	\$60,875	\$63,690	\$67,209	\$67,913	\$68,617
22	\$38,707	\$59,116	\$60,875	\$63,690	\$67,209	\$67,913	\$68,617
23	\$39,762	\$60,171	\$61,931	\$64,746	\$68,265	\$68,968	\$69,672
24	\$39,762	\$60,171	\$61,931	\$64,746	\$68,265	\$68,968	\$69,672
25	\$39,762	\$60,171	\$61,931	\$64,746	\$68,265	\$68,968	\$70,376
26	\$39,762	\$60,171	\$61,931	\$64,746	\$68,265	\$68,968	\$70,376
27	\$40,818	\$61,227	\$62,987	\$65,802	\$69,320	\$70,024	\$71,784
28	\$41,318	\$61,727	\$63,487	\$66,302	\$69,820	\$70,524	\$72,284
29	\$41,818	\$62,227	\$63,987	\$66,802	\$70,320	\$71,024	\$72,784
30	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
31	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
32	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
33	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
34	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
35	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
36	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
37	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
38	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284
39	\$42,318	\$62,727	\$64,487	\$67,302	\$70,820	\$71,524	\$73,284

**SALARY SCHEDULE
2015-2016**

Step	Non Degree	BA	BA + 150 Hrs	BA + 15 Gr Hrs	MA	MA + 15 Hrs	MA+ 30 Hrs
0	\$31,585	\$35,892	\$36,610	\$37,328	\$38,046	\$38,763	\$38,763
1	\$32,662	\$36,969	\$37,687	\$38,763	\$39,840	\$40,558	\$40,558
2	\$34,097	\$38,404	\$39,122	\$40,199	\$41,635	\$42,353	\$42,353
3	\$35,533	\$39,840	\$40,558	\$41,635	\$43,429	\$44,147	\$44,147
4	\$36,969	\$41,276	\$41,994	\$43,429	\$45,583	\$46,301	\$46,301
5	\$38,404	\$42,711	\$43,788	\$45,224	\$47,736	\$48,454	\$48,454
6	\$38,404	\$44,506	\$45,583	\$47,019	\$49,890	\$50,608	\$50,608
7	\$38,404	\$46,301	\$47,377	\$49,172	\$52,402	\$53,120	\$53,120
8	\$38,404	\$48,095	\$49,531	\$51,326	\$54,915	\$55,633	\$55,633
9	\$38,404	\$50,249	\$51,684	\$53,838	\$57,427	\$58,145	\$58,145
10	\$38,404	\$52,402	\$53,838	\$56,350	\$59,940	\$60,657	\$60,657
11	\$38,404	\$54,556	\$55,992	\$58,863	\$62,452	\$63,170	\$63,170
12	\$38,404	\$56,709	\$58,504	\$61,375	\$64,965	\$65,682	\$65,682
13	\$38,404	\$59,222	\$61,016	\$63,888	\$67,477	\$68,195	\$68,195
14	\$38,404	\$59,222	\$61,016	\$63,888	\$67,477	\$68,195	\$68,195
15	\$38,404	\$59,222	\$61,016	\$63,888	\$67,477	\$68,195	\$68,913
16	\$38,404	\$59,222	\$61,016	\$63,888	\$67,477	\$68,195	\$68,913
17	\$38,404	\$59,222	\$61,016	\$63,888	\$67,477	\$68,195	\$68,913
18	\$39,481	\$60,299	\$62,093	\$64,965	\$68,554	\$69,272	\$69,989
19	\$39,481	\$60,299	\$62,093	\$64,965	\$68,554	\$69,272	\$69,989
20	\$39,481	\$60,299	\$62,093	\$64,965	\$68,554	\$69,272	\$69,989
21	\$39,481	\$60,299	\$62,093	\$64,965	\$68,554	\$69,272	\$69,989
22	\$39,481	\$60,299	\$62,093	\$64,965	\$68,554	\$69,272	\$69,989
23	\$40,558	\$61,375	\$63,170	\$66,041	\$69,630	\$70,348	\$71,066
24	\$40,558	\$61,375	\$63,170	\$66,041	\$69,630	\$70,348	\$71,066
25	\$40,558	\$61,375	\$63,170	\$66,041	\$69,630	\$70,348	\$71,784
26	\$40,558	\$61,375	\$63,170	\$66,041	\$69,630	\$70,348	\$71,784
27	\$41,635	\$62,452	\$64,247	\$67,118	\$70,707	\$71,425	\$73,220
28	\$42,135	\$62,952	\$64,747	\$67,618	\$71,207	\$71,925	\$73,720
29	\$42,635	\$63,452	\$65,247	\$68,118	\$71,707	\$72,425	\$74,220
30	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
31	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
32	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
33	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
34	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
35	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
36	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
37	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
38	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720
39	\$43,135	\$63,952	\$65,747	\$68,618	\$72,207	\$72,925	\$74,720

ARTICLE XXVII - SEVERANCE PAY

- 27.01 Upon proof of retirement, received within 120 days of the last date of employment, from the State Teacher's Retirement System and active teaching service with the Jackson Local School District, certificated employees with ten or more years of service with the state, any political subdivisions, or any combination thereof, shall be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit. The aggregate value of accrued but unused sick leave credit that is paid shall not exceed the value of fifty (50) days of accrued but unused sick leave, unless the employee has fifteen (15) or more years of teaching in the Jackson Local Schools. In such case, the sick leave credit paid shall not exceed the value of (72) days of accrued but unused sick leave. The payment shall be based on the employee's per diem rate of pay. This payment eliminates all sick leave credit accrued but unused by the employee at the time payment is made.
- 27.02 A bargaining unit member will be paid \$10 per day for every day of sick leave accumulated from 200 to 300 days and \$20 per day from 301 days up to a maximum of 350 days. This will be in addition to severance pay and any retirement incentive pay.

ARTICLE XXVIII - STRS PICK-UP

- 28.01 STRS Pick-Up with Reduction - The Board herewith agrees with the Association to pickup (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:
1. The amount to be picked up and paid on behalf of the individual shall be the employee's contribution. The individual's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
 2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
 3. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.
5. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.
6. STRS pick-up shall in no way affect unemployment compensation, sick leave, worker's compensation, severance pay, daily rate of pay or any other calculation based on the salary schedules contained in Article XXVI.

28.02 STRS Pick-Up Without Reduction - The Board agrees to pickup (assume and pay) three percent (3%) of the employee's share of retirement to the State Teachers' Retirement System (STRS) on the following terms and conditions:

1. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.
2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
3. The Board shall pay the member and employer contributions on the picked-up amount.
4. The pick-up shall apply to all compensation including supplemental earnings.

ARTICLE XXIX - STUDY COMMITTEES

29.01 Teachers shall be asked to participate in voluntary joint study committees, including, but not limited to, reviewing of textbooks for adoption, writing course of study, or performing any other curriculum-oriented projects, with the Board and/or the Superintendent to discuss and make recommendations on matters of educational development as recommended by the Superintendent. Participation by teachers shall not be related to or dependent on affiliation or non-affiliation with any teacher organization, nor should such teachers be considered as representing such an organization.

ARTICLE XXX - T. B. TESTING

- 30.01 T. B. testing requirements shall follow the provisions of Section 3313.71 of the Ohio Revised Code and HE-3-39 which was adopted by the Ohio Public Health Council.

ARTICLE XXXI - TRANSFERS

31.01 Voluntary

- A. Those teachers requesting a change of assignment either within their buildings or outside their buildings will apply electronically.
- B. Areas of competency, certification, quality of teaching performance, and length of service in the district shall be considered as factors in assignment of teachers who have requested transfers.
- C. When vacancies meeting the specific request are available, the teacher requesting the change will be given an interview when feasible, providing the teacher making the request is qualified for the available position.
- D. The Superintendent retains the sole right to assign personnel as per the Ohio Revised Code.

31.02 Involuntary

- A. When transfers other than by request are necessary, or appear to be necessary, a personal conference prior to written notification of transfer shall be initiated with the teacher by the Superintendent or his/her designee. During such conference the reasons for such transfer will be discussed and the teacher will have an opportunity to express any concerns regarding such transfer.
- B. No written notice of transfer or tentative instructional assignments shall be given until an opportunity is offered to the teacher to have a conference as provided in Section 31.02A. Such opportunity must be initiated by the Superintendent or his/her designee.

- C. If the teacher does not want a conference, he/she shall so notify the administrator, in writing.

ARTICLE XXXII - VACANCIES

- 32.01 The Superintendent shall cause a vacancy notice to be posted electronically when the Board determines that a vacancy exists or will be created.
- 32.02 A vacancy created after the school year begins will be posted electronically to be filled at the beginning of the next school year if posting and filling during the current school year is determined by the Superintendent to be disruptive to the educational program.
- 32.03 During the school year all teaching vacancies which occur shall be posted electronically. Such posting shall remain for ten (10) calendar days.
- 32.04 Teachers wishing to be considered for posted position(s) must notify the Superintendent electronically within the ten (10) calendar days of the posting period.

ARTICLE XXXIII - EFFECTS OF THE CONTRACT

- 33.01 This agreement between the Board and the Association shall be effective July 1, 2013, and remain in full force and effect through June 30, 2016.
- 33.02 The Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.
- 33.03 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 understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the

other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

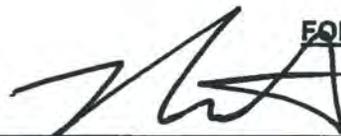
However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this section.

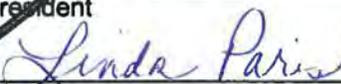
- 33.04 Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein shall not be binding upon the parties of this Agreement. This Agreement supersedes and cancels all previous agreements or understandings, whether verbal or written, or based upon any alleged prior conduct or past practices of the parties.

- 33.05 If any part of this contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117.10 (A) O.R.C., said part found to be in violation will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. If a provision is found to be illegal, the parties shall meet within fifteen (15) days to re-negotiate.

The terms of this contract shall prevail over any state laws to the contrary.

FOR THE BOARD

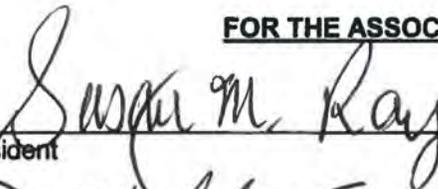


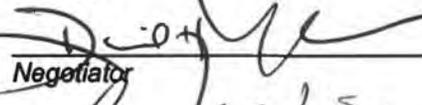
President


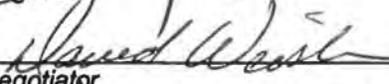
Treasurer

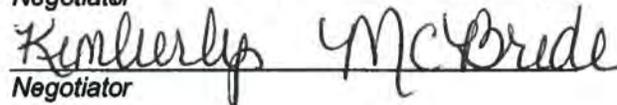

Superintendent

FOR THE ASSOCIATION



President


Negotiator


Negotiator


Negotiator

Negotiator

Negotiator

**COMPREHENSIVE COLLABORATIVE
AGREEMENT RENEWAL**

among the

Lake Local Board of Education / Lake Local Education Association
North Canton City Board of Education / North Canton Education Association

Plain Local Board of Education / Plain Local Teachers' Association

Jackson Local Board of Education/Jackson Memorial Education Association

Canton City Board of Education/Canton Professional Educators' Association

WHEREAS, the above named Boards of Education and Associations desire to participate in a Comprehensive Collaborative Program(s) to offer their students enhanced educational opportunities; and

WHEREAS, a Collective Bargaining Agreement exists between each of the Boards and the respective Associations, governing various terms and conditions of employment for the district employees; and

WHEREAS, the institution of these programs may change and/or affect certain of these terms and conditions of employment; and

WHEREAS, the parties desire to change certain terms and conditions of employment to facilitate the implementation of these programs; and

WHEREAS, this Agreement is being entered into by the parties in accordance with the provisions of their respective individual collective bargaining agreements, which permit the amendment and modification of those agreements;

NOW THEREFORE, the parties agree to the following:

1. An Oversight Committee shall be created. Each Association shall have, on the Oversight Committee, one(1) representative. Each of the Superintendents shall also be members. If an individual is unable to serve, the respective Association or Board shall name the replacement. The OEA Labor Relations Consultant for the respective Association shall be a non-voting member of the Committee.

The Committee shall meet to discuss issues and review decisions regarding any programs that are established pursuant to this Agreement. The Committee shall have the authority to tentatively agree to mid term modifications in the collective bargaining agreements between each participating Association and Board of Education. Final in-term modifications of any collective bargaining agreement shall be subject to ratification by the individual on the Oversight Committee who represents the affected Association and Board.

The Committee also may agree to in-term modifications of this Agreement. Any such modifications must be the result of a majority vote of all of the Superintendents and a majority vote of all of the Association representatives on the Committee.

Any such modifications of collective bargaining agreements and/or of this Agreement must be directly related to, and necessary to implement collaborative programs established pursuant to this Agreement.

2. A long-term non-certified instructor assigned to a Collaborative Program must begin working toward appropriate teacher certification.

Long-term shall be defined as an instructor who is employed for thirty (30) hours or more per week for more than two (2) years.

3. The remaining provisions of the individual collective bargaining agreements shall remain in effect unless otherwise changed by the terms of this Agreement or by negotiations for a successor contract between that individual Association and its respective Board of Education.
4. No member of the bargaining unit of any of the Associations will be laid off for the 1993-94 school year, due to the institution of collaborative program(s).
5. In the event that it becomes necessary to reduce the number of positions in a participating district after the 1993-94 school year due to the establishment or implementation of a Collaborative Program, the following reduction and recall procedures shall apply:

- a. If the establishment and implementation of a Collaborative Program may result in the reduction of a position in a participating school district, the proposed reduction shall first be reviewed by the Oversight Committee.
- b. A teacher assigned to a position that is proposed for elimination, as a result of the establishment or implementation of a collaborative program, shall first exercise any right of displacement (hereinafter referred to as "bumping") he may have in his employing school district (hereinafter referred to as the "home" district).
- c. Such teacher shall first bump a non-collaborative program teacher pursuant to the terms of the home district's collective bargaining agreement. If the teacher cannot bump a non-collaborative program teacher, the teacher may bump a collaborative program individual employed by the teacher's home district if the teacher possesses qualifications that are equal to the collaborative program individual. The determination as to equality of qualifications shall be made by the Superintendents on the Oversight Committee after review with the entire Committee.
- d. If a teacher assigned to a position proposed for elimination is not able to bump a teacher in his home district, the teacher shall be placed on a recall list in all his areas of certification in all the school districts that are participating in this Agreement. The teacher shall be placed on the recall lists in accordance with his seniority.

For purposes of this Agreement, seniority shall be defined as the teacher's length of continuous service from his initial date of hire with his home district. Approved leaves of absence granted a teacher shall not cause a break in continuous service for purposes of determining seniority under this Agreement. However, such leaves of absence shall not be counted toward continuous years of service for seniority purposes under this Agreement.

- e. If a teacher is recalled by a participating district, other than his home district, he shall be given the same credit for years of service for salary schedule and seniority purposes as if he were recalled by his home district.

- c. All qualifications being equal, a currently employed certified member shall be assigned over a certified individual not currently employed by one of the districts or a non-certified employee.
 - d. Prior to staffing assignments, the Oversight Committee will meet and management will review proposed assignments and the rationale for such. The final decision on staff assignments and qualifications rests with management.
- 8. Certified individuals who are proposed for hire into a collaborative program, and who are not employees of a participating school district, shall be hired by, and become employees of, a participating district.
- 9. Evaluation of teachers in this program shall be done by an individual(s) employed by one of the districts who is a party to this Agreement. The evaluator must be qualified to evaluate under 3319.111 O.R.C. The evaluation procedure shall be reviewed and approved by the Oversight Committee.
- 10. Length of year, day and evaluation procedures may vary for teachers assigned to a Collaborative Program(s) from that contained in their home district's collective bargaining agreement. Such decisions may be reviewed by the Oversight Committee.
- 11. The expiration of the collective bargaining agreement of any party to this Agreement shall not affect the terms and duration of this Agreement.
- 12. The existence of this Agreement shall not act as a contract bar under 4117.18 (C) to any Association exercising their rights under 4117.14 (D) (2).
- 13. If an Association, who is a party to this Agreement, exercises its right under 4117.14(D)(2), members of that bargaining unit assigned to collaborative programs under this Agreement shall perform their assigned duties for that program(s).
- 14. Any alleged violation, misinterpretation, misapplication and/or dispute arising under this Agreement shall be resolved using binding expedited arbitration. The parties agree to permanent arbitrator Robert Stein. The parties will not be under the auspices of the American Arbitration Association, but shall abide by their rules. The

cost of the arbitrator shall be borne equally by the parties to this Agreement.

In the event Robert Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized.

The decision to arbitrate an issue shall be made by a majority vote of the Association Presidents, if the moving party is the Association(s) and by a majority vote of the Superintendents if the moving party is the Board(s).

- 15.** New parties may be added to this Agreement upon approval of a three-fourths (3/4) vote of the voting members of the Oversight Committee.

The Superintendent of the new district shall be a member of the Oversight Committee. The Association representative from the new district shall be nominated by the Association subject to approval by majority vote of the Association representatives on the Oversight Committee.

The OEA Labor Relations Consultant for the new Association shall be a non-voting member of the Committee.

- 16.** The duration of this Agreement shall be from July 1, 2013 through and including June 30, 2016. The terms of paragraph 5. h. shall be in effect as long as individuals remain on the recall list for the three (3) year period.

MEMORANDUM OF UNDERSTANDING

WHEREAS, a collective bargaining agreement ("Agreement") exists between the Jackson Local Board of Education ("Board") and the Jackson Memorial Education Association ("JMEA") covering the terms and conditions of employment of the certificated staff; and

WHEREAS, the parties desire to establish a procedure so that issues which may arise during the term of the contract can be discussed and resolved; and

WHEREAS, the parties desire to clarify the language in the 2013-2014 through 2015-2016 Tentative Agreement regarding the percentage raises and the hold harmless provision;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The parties agree to create a labor-management committee composed of three (3) members appointed by the Superintendent and three (3) appointed by the JMEA President.
2. The OEA Labor Relations Consultant Sarah Drinkard, the Superintendent of the Stark County Educational Service Center, Larry Morgan, shall be ex-officio members of the committee for a six (6) month period. The FMCS mediator shall help facilitate the meetings for six (6) months.
3. The Committee shall utilize the services of the Federal Mediation and Conciliation Service to provide training.
4. The Committee shall meet monthly during the 2013-2014 school year. The meetings shall last no longer than one (1) hour.
5. The parties shall exchange an agenda three (3) days prior to the meeting.
6. During the April 2014 meeting, the Committee shall decide the frequency of meetings for the 2014-2015 school year.

7. In the Tentative Agreement, when percentage raises are referred to for the 2013-2014 and 2014-2015 school years as "one time, not indexed", that means that the percentage shall be of the individual's salary, one time, not indexed.
8. The Tentative Agreement in Article 25 states "Any member who returns to the salary schedule as per this agreement will not make less money than the 2012-2013 year". It is the parties' intent that this language mean that for the life of the contract, no one will make less than their previous year's total salary unless they do not have a supplemental or as much extended time as the prior year.
9. All pay increases are retroactive to the start of the contract.
10. If the tentative agreement is not ratified, this MOU is null and void.

FOR THE BOARD		FOR THE ASSOCIATION	
<i>Chris Lisento</i>	<i>3-24-14</i>	<i>Sharon McKay</i>	<i>3/19/14</i>
Superintendent	date	President	date

MEMORANDUM OF UNDERSTANDING

between the

Jackson Local Board of education

And the

Jackson Memorial Education Association

Whereas, a collective bargaining agreement (hereinafter "Agreement") exists between the Jackson Local Board of Education and the Jackson Memorial Education Association, dated July 1, 2010 through June 30, 2013; and

Whereas, the parties desire to correct an error that occurred when the Agreement was printed;

Now Therefore Be It Resolved that the parties agree:

1. that the paragraph in Article 15.06 – Personal Leave, listed below, should have been deleted when the Agreement was printed and has no force or effect.

Unused personal leave may accumulate up to five (5) days. Accumulated days shall only be used by reason of items A,B, D and H. Accumulated days will be used after personal leave for the current year is exhausted.

2. However, the parties agree that days accumulated prior to July 1, 2010, may still be used only for reasons in items A,B,D and H and after personal leave for the current year is exhausted.

FOR THE BOARD

FOR THE ASSOCIATION



MEMORANDUM OF UNDERSTANDING - GRANTS

Appropriate bargaining unit staff will be involved in grant applications when possible. The JMEA President shall be given a report on grants applied for and received.

MEMORANDUM OF UNDERSTANDING

- A. To the extent permitted by law, tobacco use by a member of the bargaining unit does not qualify as a controlled substance for purposes of Article VII - Drug Free Workplace.
- B. There will be discussion related to class size and implementation of interactive distance learning programs in Labor Management meetings.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE JACKSON LOCAL SCHOOL DISTRICT
AND THE
JACKSON BOARD OF EDUCATION
AUGUST, 2010

The parties agree that bargaining unit members shall follow these guidelines for putting comments on progress and interim reports:

1. Progress reports shall be personalized with details about each student.
2. Interim reports, for struggling students, based on each teacher's professional judgment, shall have comments which are personalized with information about specific problem areas. For students doing well, based on each teacher's professional judgment, there does not need to be personalized comments.

FOR THE ASSOCIATION

FOR THE BOARD

North J. Edwards 

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE JACKSON LOCAL SCHOOL DISTRICT
AND THE
JACKSON BOARD OF EDUCATION
April, 2007

The parties agree that it is the sole responsibility of the District to operate any clubs. The district shall determine, prior to requiring any bargaining unit member to perform any duties related to a club, whether or not the club has adequate funding.

If a dispute arises regarding this memorandum the Board's chief negotiator, Larry Morgan and the Association's chief negotiator, Diane Miller will interpret memorandum.

FOR THE ASSOCIATION


Diane Miller Date 4/27/07

FOR THE BOARD


Larry Morgan Date 4/27/07