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**AGREEMENT**

**BETWEEN THE**

**JONATHAN ALDER BOARD OF EDUCATION**

**AND THE**

**JONATHAN ALDER EDUCATION ASSOCIATION**

**July 1, 2016 through June 30, 2019**

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## ARTICLE I

### RECOGNITION AGREEMENT

The Jonathan Alder Board of Education hereinafter referred to as "The Board," hereby recognizes the Jonathan Alder Education Association, an affiliate of OEA/NEA, hereinafter referred to as "The Association," as the exclusive representative of the bargaining unit for the purposes of engaging in collective bargaining. The bargaining unit shall be composed of full-time and part-time classroom teaching personnel<sup>1</sup> and guidance counselors under regular contract. The Superintendent, principals, assistant principals, all personnel serving under administrative contracts, substitutes, and all non-certificated personnel shall be excluded from the bargaining unit. This recognition shall remain in effect for the duration of the negotiated Agreement.

## ARTICLE II

### BARGAINING PROCEDURES

#### A. Negotiations

1. Negotiable matters will be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.
2. Negotiating teams - No more than four (4) representatives or designees of the Board, the Superintendent or his/her designated representative, and no more than six (6) representatives named by the teacher's organization recognized as the Exclusive Representative shall comprise a joint committee for the purpose of negotiating. All negotiations shall be in executive session and exclusively between said representatives/designees. In addition, each team shall be authorized to admit no more than two (2) observers at one time to such meetings.
3. The parties will mutually agree upon the negotiation method (Interest-Based, Traditional or other procedure).
4. Upon the written request of the Exclusive Representative or the Board made no sooner than February 15, the designated representatives shall call for an initial meeting of the Joint Negotiation Committee to take place not later than March 1. The purpose of this initial meeting will be to exchange proposals and discuss agenda items. Therefore, negotiations meetings shall be held at such times and places as are agreed to by the members of the negotiating teams.
5. The Board agrees to furnish the Exclusive Representative, upon prior written request, all routinely available public information concerning financial resources of the district and such other information that is specifically requested by Exclusive Representative. Up to two (2) consultants may be used by either party. The expenses of said consultants shall be borne by the party retaining them.

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<sup>1</sup> For purposes of this Agreement *classroom teaching personnel* shall have the same definitions as appear in RC 3319.09 (A), except for those classifications which are excluded from the bargaining unit as listed herein above.

6. Agreement
  - a. As issues are discussed and tentative agreement reached, said items shall be reduced to writing and initialed by a representative of each team.
  - b. When a tentative settlement is reached, it will be reduced to writing by the teams and submitted to membership of the Exclusive Representative and thereafter to the Board for action.
  - c. If either the Board or the Association does not approve the tentatively approved items, the negotiations teams shall meet immediately to resume negotiations for five (5) additional days. If tentative agreement is not reached within these five (5) days, those items yet to be resolved shall be submitted to impasse. During the period of negotiations, all applicable provisions of this negotiation procedure will be followed.
7. Items previously negotiated and approved by the Association and the Board and which are not contained on the negotiations agenda shall become a part of the successor negotiated Contract and shall contain an effective date the same as that of any successor negotiated Contract reached between the parties.
8. After the initial session, no item(s) shall be added to the agenda unless mutually agreed to by both teams.
9. The initial session and all future sessions shall not adjourn until a time, place and date have been established for the next negotiation session.
10. Either team may call for a caucus during a negotiations session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise mutually agreed.
11. Inability to Reach Agreement
  - a. If the parties are unable to agree on a successor Agreement, either party may any time thereafter request in writing the appointment of a mediator. The parties shall attempt for three (3) business days from the receipt of the written request to agree on a mediator. If they are unable to agree on a mediator within those three (3) days, the parties shall sign a joint request for a mediator through the Federal Mediation and Conciliation Service (FMCS).
  - b. Mediation shall take place from the assignment of the mediator for a period of 21 days or the expiration of the contract whichever is less.
  - c. In the event agreement is not reached by the expiration date of the Agreement, the Agreement will be extended pursuant to procedures adopted by the State Employment Relations Board (SERB). Whenever, in the judgment of either party, it appears that no more progress can be accomplished by the expiration date of the Agreement or any mutually agreed to extensions, then the Association may initiate the provisions of Section 4117 of the Ohio Revised Code. Which states in pertinent part, "Public employees other than those listed in Division (D) (1) of this section have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employee has

given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board.

- d. This procedure of Article II (10) is the part the parties' mutually agreed alternative Dispute Resolution Procedure and supersedes the Dispute Resolution Procedures of the Ohio Revised Code.

B. Publication of Contract

1. At the conclusion of negotiations, the agreed upon items shall be incorporated into a publication entitled Negotiated Contract Between the Jonathan Alder Board of Education and the Jonathan Alder Education Association. After proofing, and with approval of the final draft of this publication, it shall be signed by both the President of the Board and the President of the Association.
2. The Contract booklet shall be made available electronically.

**ARTICLE III**

**MANAGEMENT RIGHTS**

- A. The Board retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of schools, except as limited by the specific written terms of the Collective Bargaining Agreement.
- B. Specifically, the Administration and the Board of Education retain the following management rights given them by the Ohio Revised Code, Section 4117.08, Chapter 33, and other relevant statutes.
  1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
  2. Direct, supervise, evaluate, or hire employees.
  3. Maintain and improve the efficiency and effectiveness of governmental operations.
  4. Determine the overall methods, process, means, or personnel by which governmental means are to be conducted.
  5. Suspend, discipline, demote, or discharge pursuant to Ohio Revised Code, and the provisions of this agreement, or lay-off transfer, assign, schedule, promote, or retain employees.
  6. Determine the adequacy of the work force.
  7. Determine the overall mission of the employer as a unit of government.
  8. Effectively manage the work force.
  9. Take action to carry out the mission of the public employer as a governmental unit.

10. The exercise of any of the foregoing management rights requires neither prior negotiations with, nor agreement of the Association. However, the parties may bargain over any management decision to propose a change that affects wages, hours, or terms and conditions of employment.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

- A. Recognition shall entitle the Association these rights:
  1. Announcements at faculty meetings.
  2. Use of public address systems for Association announcements according to school procedures.
  3. To be placed on the agenda of regular Board of Education meetings, providing notification has been transmitted to the Board as per established Board procedure. This request does not eliminate the right of the Association to address the Board at any other time. The Association President or designee shall be provided with at least one (1) copy of the Board agenda at least three (3) days prior to any scheduled Board meeting.
  4. Use of a bulletin board for Association information in all buildings.
  5. To use the inter-school mail system (including electronic mail) in the schools' offices and facilities to distribute Association materials.
  6. To use facilities of any building for Association meetings provided that no other school related activities are scheduled for the area and time requested, and to pay any cost normally associated with such use as per established Board policy.
  7. To use Board-owned equipment, for example audio-visual equipment, computers, etc., provided that the Association assumes full responsibility for any loss, theft, or willful destruction of aforementioned property while in their possession.
  8. To allow the Association President to visit schools other than his/her home building for the purpose of carrying out Association business in a manner as to not disrupt on-going education activities. The Association President must inform the office/building administrator that he/she is in the building.
  9. To have a directory, listing the names, addresses, and job assignments of all employees of the Board, made available to the members of the Association within two (2) weeks of its completion.
  10. When requested, to allow the Association President to be placed upon the agenda during the initial orientation for new teachers and on opening teacher day.
  11. To have a list of newly employed teachers available to the Association President no later than one (1) week after Board action to employ. A list of retiring members shall be supplied to the Association as soon as the Board is notified.

12. Public documents that are routinely available from the Board of Education, shall be made available to the Association President at no cost, one (1) week after the receipt of a written request listing the specific materials sought.
13. The Association President shall be provided a copy of current Board policies. Any change or addition to these policies shall be given to the Association President within one (1) week of any Board action.
14. A copy of all current Board policies shall be available in each building to members of the bargaining unit.
15. The Board recognizes the rights of individuals and the expression of freedom of individual conscience, association and expression will be encouraged, and fairness of procedures will be observed.

B. Fair Share Fee

Fair share fee will be included in the contract if Association membership within the bargaining unit exceeds 85% as of October 1<sup>st</sup> of any year of this Agreement. If the condition is met, then the fair share fee shall include an indemnification clause. If any of the language utilized in the fair share and indemnification clauses is found to be unlawful by a court of competent jurisdiction, then the parties shall meet within 15 calendar days to negotiate alternative language.

1. Pursuant to Section 4117.09(C) of the Ohio Revised Code and as a condition of employment, each bargaining unit member as defined in Article I of this contract who is not a member of the Association by the 30<sup>th</sup> calendar day of each school year or by the 30<sup>th</sup> calendar day after his/her initial employment with the Board, whichever is later in Fair Share Language, shall have equal payroll deductions beginning with the first payroll after January 15<sup>th</sup> and ending with the last pay in August, a fair share fee which shall be equal to dues paid by members of the Association and its unified affiliates. The Association will provide a list of names to the Board Treasurer of those unit members who are not members of the Association and the total fair share fee to be deducted for each.
2. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code for challenging the amount of the representation fee. This procedure will be given to each member of the bargaining unit who does not join the Association. This procedure and notice thereof shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The procedure shall provide for a reasonably prompt decision by an impartial decision-maker in the event any monies are disputed. Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining. The Association shall escrow all monies that might reasonably be disputed.
3. Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of

fair share fee and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding provided the following conditions are met:

- a. The Board shall notify the JAEA President in writing within ten (10) work days, exclusive of holidays, of any claim made or action filed against the Board of which indemnification may be claimed. Failure of this notice shall not void this hold harmless and indemnify provision so long as the Association's rights have not been prejudiced by a lack of notice.
  - b. The JAEA/OEA/NEA has the right to designate counsel to represent and defend the Board. The Board at all times retains the right to select its own counsel if it believes the interest of the Board so requires.
  - c. The Board agrees to:
    1. give full and complete cooperation and assistance to the JAEA/OEA/NEA and its counsel at all levels of the proceeding;
    2. permit the JAEA/OEA/NEA to intervene as a party if so desired, and/or;
    3. to not oppose JAEA/OEA/NEA applications to file briefs amicus curiae in the action.
  - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a legal order) or misapplies the fair share fee contract provision.
4. As used in this article, the term "Board" includes the Board of Education of the Jonathan Alder Local School District, its members, the Treasurer, Superintendent and all members of the administrative staff.
  5. The Association shall keep the Board's Treasurer apprised of which members of the bargaining unit are not members of the Association, and of the total amount of the fair share fee to be deducted from each.
  6. If a unit member's employment ends or if he/she assumes unpaid status with the Board before all the deductions have been made, the unpaid balance shall be deducted from his/her final paycheck prior to assumption of unpaid status. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Treasurer of the Association by check, payable to the "Jonathan Alder Local Education Association." Each such check shall be accompanied by a list of bargaining unit members from whose pay deductions were made and the amount deducted from the pay of each such unit member.

## **ARTICLE V**

### **CRIMINAL RECORDS CHECK**

It is acknowledged by the Jonathan Alder Education Association/OEA/NEA that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by the Ohio Revised Code. It is expressly agreed between the Board and the Jonathan Alder Education Association/OEA/NEA that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual. If any discharge of a teacher must occur, the mandates of R.C. §3319.16 (Termination Statute) shall not be required.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement. A grievant shall be defined as a bargaining unit member, group of bargaining unit members, or the Association. When such problems arise, an attempt will be made to settle them informally by the grievant involved and the immediate administrative supervisor. During the effort to settle such a problem at the informal level, the grievant involved shall advise the administrator of the section or sections of the Agreement which relate to the problem. No settled grievances shall be inconsistent with the provisions of this Agreement. A problem which cannot be resolved informally will be processed as a grievance.
- B. Each grievance shall be processed in the following manner:
1. Step One
    - a. Within fifteen (15) days after the event giving rise to the grievance occurred, the grievant involved will reduce the grievance to writing, on a form provided by the Board (see Appendix C), and will present it to the Building Principal. Upon receipt, the Principal will place a copy of the grievance in the Association Building Representative school mailbox.
    - b. Within five (5) days after the grievance is submitted, the Building Principal will discuss the grievance with the grievant in an attempt to resolve it.
    - c. Within five (5) days after this meeting, the Building Principal will state the decision in writing on the grievance form and provide a copy to the grievant.
  2. Step Two
    - a. If the grievant is not satisfied with the disposition of the grievance in Step One, or if no disposition has been made within the above timelines, the grievant and/or Association shall complete Grievance Report Form, Step Two, and submit the grievance to the Superintendent and/or his/her Association representative. Within five (5) days of this meeting, the Superintendent shall indicate, in writing, the disposition of the grievance by completing his/her portion of Step Two and forwarding it to the grievant. The Association and the immediate supervisor shall be notified in writing of said disposition.

3. Step Three
  - a. No later than five (5) days from receipt of the disposition from Step Two, the grievant, if unsatisfied, must file a request with the Board of Education in writing.
  - b. The Board will review the grievance within ten (10) days of receipt of the written request, or at the next regularly scheduled Board meeting upon mutual agreement of the parties. The grievant will be notified of the Board's response in writing.
4. Step Four
  - a. Only the Association may forward a grievance to arbitration. With the concurrence of the grievant, the Association may appeal a Step Three grievance disposition by submitting a Demand for Arbitration Form to the American Arbitration Association (AAA) within 35 days after receipt of the Step Four disposition.
  - b. A copy of said demand form will be sent to the Superintendent at the same time as the original is sent to AAA.
  - c. The arbitrator will be selected in keeping with AAA's voluntary Rules and Regulations, except that either party may request a second list of arbitrators.
  - d. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the current voluntary Labor Arbitration Rules of the American Arbitration Association.
  - e. The arbitrator shall hold the necessary hearing promptly and issue the award within such time as may be agreed upon. The award shall be in writing and a copy sent to all parties present at the hearing. The award of the arbitrator shall be final and binding on the Board, the Association and the grievant.
  - f. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, which alters or amends this Agreement, or which is contrary to law.
  - g. The costs and expenses of the arbitrator shall be shared equally by the Board and the Association.
5. The failure to initiate a written grievance within the timelines set forth shall constitute a waiver of the right to file a grievance. The failure of a grievant to appeal any decision to the next step within the timelines set forth for such appeal shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. Any of the timelines established in this grievance procedure may be waived by mutual written agreement of the parties.
6. All grievance hearings shall be held outside of the normal teaching hours (student day) of the grievant or grievants involved so as to not interfere with their teaching responsibilities. A representative of the Association shall have the right to be present and may, at the option of the grievant, represent the grievant at all steps of the grievance

procedure. A grievant shall not be represented or accompanied by a representative other than those recognized by the Association, at any grievance hearing.

7. There shall be no reprisals taken against any bargaining unit member as a result of his/her participation in this grievance procedure. The grievance procedure shall be the sole avenue for remedy available for alleged reprisals based upon participation in the grievance procedure.
8. For the purposes of this procedure, a day shall be defined as a work day, except that from the period extending from the last teacher work day during a school year until the first teacher work day during the next school year, a day shall be defined as a weekday excluding any Board-recognized holidays.

## **ARTICLE VII**

### **PERSONNEL RECORDS**

- A. The official personnel record will be maintained in a file in the Central Office. The official file will comply with the applicable provisions of ORC (Ohio Revised Code). Any documents shared and/or shown to anyone other than an employee(s) specifically authorized to have access to an individual employee's Social Security Number (SSN), shall have such SSN's stricken from any and all documents shared with and/or shown to any and all individuals not so authorized as described above herein. An individual's personnel record may include the following:
  1. Application for employment, including references.
  2. Copy of latest contract, properly signed.
  3. Copy of latest salary notice.
  4. Ohio Teaching Certificate/License.
  5. Completed Evaluation(s).
  6. Transcripts of college credits showing the official record of the degree granted, original and certified copy.
  7. Record of military service.
- B. A bargaining unit member shall be entitled to review and/or copy any material in his/her personnel file. Any staff member who wishes to exercise this right must be accompanied by an administrator or designee and may be accompanied by another individual of his/her choice.
- C. Materials placed in any personnel file may be removed following the guidelines set forth in the Ohio Revised Code (RC 149.41). With the exception of the evaluations and certificates/licenses, materials derogatory in nature shall be reviewed for expungement upon the request of the employee no sooner than three (3) years from the initial placement in the file, provided, the conduct that led to the item being placed in the file was not repeated during that three (3) year period.

Prior to any material being placed in a teacher's personnel file, excluding evaluations, as a result of a parental/guardian complaint, it will be reviewed by the Superintendent or designee. The teacher shall be notified no later than two (2) work days of the placement of such material in the file. Any such material(s) shall be initialed and dated by the teacher, which shall only serve to acknowledge that she/he was notified as to the insertion of such material(s) into the file. Should the bargaining unit member disagree with said material, he/she shall have the right to attach comments.

- D. The Superintendent or designee will attempt to notify a teacher prior to any public access to the teachers personnel file but shall comply with RC 149.011 and shall not provide confidential information to non-authorized individuals as described in Section A above.

## ARTICLE VIII

### WORKING CONDITIONS

#### A. Teacher Contracts

Any teacher employed under a limited contract is deemed re-employed, unless the Board of Education gives such teacher written notice of its intention to non-renew him/her on or before April 30<sup>th</sup> of the year of expiration of the limited contract. A teacher re-employed is presumed to have accepted employment unless he/she gives the Board written notice of his/her intention to resign on or before July 10<sup>th</sup>. Any teacher who has a contract for the ensuing school year is permitted to resign providing written notification of intention to do so is received by the Board on or before July 10<sup>th</sup>. After that date, a teacher may resign only with Board consent.

##### 1. Regular Contract

A written teacher contract and salary notice will be issued to employed or re-employed teachers before July 1<sup>st</sup>. All regular teaching contracts will contain:

- a. Type of contract (limited, continuing, supplemental).
- b. School year contract covers.
- c. Name.
- d. Annual salary to be paid.
- e. Years of experience in district and (salary) step placement.
- f. Level of training.

##### 2. Sequence of Contracts

- a. The Board, when issuing and continuing contracts, shall act in accordance with the following sequence<sup>2</sup>:

1 <sup>st</sup> contract	1 year contract
2 <sup>nd</sup> contract	1 year contract

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<sup>2</sup> Unless eligible for a continuing contract.

3 <sup>rd</sup> contract	1 year contract
4 <sup>th</sup> contract	3 year contract
5 <sup>th</sup> contract	5 year contract

- b. When considering bargaining unit members for their fifth (5th) and succeeding contracts, the Board may non-renew a bargaining unit member only for just cause.
- c. A one (1) year probationary contract may be granted by the Board at any time at the end of a contract sequence provided written concerns along with detailed and specific written suggestions for improvement accompany the probationary contract.
- d. A teacher that is approved for an unpaid leave of absence in the final year of his/her multi-year limited contract shall automatically be renewed for a one (1) year limited contract the year of return to the district.

### 3. Continuing Contract

The Board will abide by the statutory provisions regarding the issuance of continuing contracts. In order to be considered for a continuing contract, employees must make a written request to the Superintendent by November 1<sup>st</sup> of the calendar year before the board will act on the request at its April board meeting. Employees may request continuing contract consideration if they will have met all qualifications prior to the April board meeting. Continuing contract will be granted to a bargaining unit member upon the year that the bargaining unit member meets the qualifications to apply for continuing contract, regardless of where they are in their limited contract. If a member is not issued a continuing contract during the term of a limited contract, the member will continue the balance of the term of the existing limited contract. If a member is not issued a continuing contract during the term of a limited contract, the member may request reasons why the continuing contract was not issued, which reasons shall be given if so requested.

### 4. Supplemental Contract

- a. All supplemental contracts for extra duties will be made in accordance with the provisions of the Ohio Revised Code (RC 3313.53). Currently employed unit members shall have first consideration for supplemental vacancies. Such consideration shall not be construed to be a guarantee of the position(s). Thereafter applicable provisions of the Ohio Revised Code including but not necessarily limited to RC 3313.53 and RC 3319.303 shall govern the selection process for individuals outside of the bargaining unit.
- b. Teachers who have supplemental contracts for fall and winter activities during a given school year must be notified by April 30<sup>th</sup> if such contract is to be non-renewed. Teachers who have supplemental contracts for spring activities or activities that end in the spring must be notified by May 31<sup>st</sup> if such contract is to be non-renewed.
- c. The regular distribution of supplemental contracts shall be on or before June 15<sup>th</sup> of each year.

- d. The Board will issue a supplemental contract to all teachers who have accepted responsibilities that call for additional compensation as per the Board adopted supplemental salary schedule. The supplemental contract will include:
  - 1. Name of teacher.
  - 2. Length of contract.
  - 3. Title of position.
  - 4. Amount of compensation.
- e. If a supplemental contract has been issued to a bargaining unit member, but the Board subsequently decides not to conduct the related student activity due to financial concerns or insufficient student interest, the Board shall have the right to declare the contract null and void.

5. Execution of Contract

All supplemental contracts of employment must be signed and returned to the office of the Treasurer within 21 days of the receipt of the draft contract or the employee will be considered to have rejected the offer of employment and the contract will be considered null and void.

6. Credit for Experience

Bargaining unit members employed half-time or more shall be granted a year of credit provided they work at least 120 days during the school year. Bargaining unit members employed less than half-time shall be granted a half year of credit provided they work at least 120 days during the school year. Adjustments for experience credit shall be made in July of each year.

B. Work Day/Work Year

1. Work Day

- a. Each teacher will be scheduled for a minimum of thirty (30) minutes of planning time during the work day. Planning time for each teacher will total a minimum of 200 minutes per week.
- b. The length of the teacher day will not exceed 7.5 hours exclusive of teacher meetings or staff in-service. However, 15 minutes per week may be added as necessary for such activities. Principals may shorten up to one (1) teacher day per week by 15 minutes in order to combine that time with the required 15 minutes to total no more than 30 minutes additional time for professional growth. Such meetings shall not occur on more than two (2) occasions per month.
- c. Each teacher will be scheduled, in accordance with RC 3319.072, an uninterrupted duty-free lunch period which shall be a minimum of thirty (30) consecutive minutes within the (7.5 hour) work day. Such periods shall not be scheduled to begin prior to 10:15 a.m. nor to conclude after 1:30 p.m.

- d. If special education meetings occur outside of the scheduled work day, bargaining unit members shall be compensated for additional time, in one-fourth (1/4) hour increments, at the rate of twenty-two dollars (\$22) per hour (as referenced in Article VIII, Section B). Each teacher must keep a time log/pay sheet that shows extra hours worked during the school year for special education meetings. Each time they stay long enough to qualify for extra pay, they should have the administrator who oversees the meeting initial the time sheet so there is no disagreement about the time spent. Time sheets are to be submitted at the end of each semester for payment to each teacher.

## 2. Work Year

- a. The length of the school year will be 184 contract days for returning teachers and 186 contract days for new teachers new to the District (i.e. two (2) additional days only at the beginning of their first (1<sup>st</sup>) year of employment).
- b. Teachers shall be required to attend up to a maximum of three (3) activities beyond the school day that involve their students or parents of those students. Any additional required activities will be reimbursed by the Board of Education at \$22 per hour (during the 184 day school year) excluding events already covered by an extra-curricular contract. The required activities will be determined at the start of the school year and declared at goal setting meetings when possible. The activities will be chosen at the employee's discretion and Principal's approval.
- c. The above-listed rate shall apply to any approved activities in which members participate outside of the contracted school year. The decision to participate in any and all such activities undertaken outside the contracted school year are considered to be purely voluntary at the discretion of the individual member.

## C. Teacher Evaluation

1. The Evaluation Committee comprised of five (5) bargaining unit members and the JAEA President and three (3) administrators, including the Assistant Superintendent or designee will be provided with the opportunity to have input into the established evaluation procedure for professional teaching staff members. The Superintendent retains the final authority to amend or otherwise change the evaluation.
2. Formal observation of a bargaining unit member, will not take place during the first or last five (5) days of the school year when students are in attendance and will not take place the day before or after winter or spring break, unless such formal observation is agreed to between the bargaining unit member and the building administrator.

## D. Teacher Facilities

The building administrator will be responsible for establishing rules and regulations regarding use of the public address system and approved furnishings for each building, including a secure setting for placement of personal items. Equipment in need of repair or replacement will be submitted to the building administrator and/or ticket support system.

E. Class Size

1. The Board of Education recognizes that class size is an important aspect of an effective educational program, and is directly related to the amount of teacher work. It also recognizes that establishing and maintaining a satisfactory class size will help students achieve academically and will aid in the recruitment and retention of qualified staff.
  - a. At the elementary level, the regular class will not exceed 25:1 for kindergarten through second grade, and 28:1 for grades three (3) through six (6).
  - b. Grades seven (7) - 12, with the exception of music, art, and physical education, will be structured so that no teacher will have more than 168 students per day.
  - c. Choir and Band programs at Canaan Middle School may have a higher student-teacher class size than appear in sub-section "a" herein.
2. The instructional load for teachers in the secondary schools will meet standards as outlined by the State Department of Education as they relate to the teacher load concerning teaching periods and number of students assigned.
3. In special subject areas such as laboratory science, vocational shops, and language laboratory courses, every attempt will be made to limit the number of students to available stations.
4. Classes for students enrolled in special education will be limited in number to those allowed under the State Department of Education standards.
5. When class size exceeds the limits indicated in Items 1-4, the Administrators shall act to remedy the situation by use of the following with input from impacted teachers of the JAEA, one (1) or more of the following options shall be employed:
  - a. combined grade level classes
  - b. employment of licensed teacher aides to assist with instruction and responsibilities at the discretion of the classroom teacher(s). Aides may be employed only for a maximum of two (2) extra students per grade level in grades 2-6 and for a maximum of four (4) extra students per grade level in grades K-1.
  - c. employment of additional teachers, part or full time
  - d. provision of other resources
  - e. other measures as approved by the Board
6. When general or specialized instructional legal obligations cannot be reasonably met using the class size ratio, the issue will be referred to the DAC and a mutually agreeable resolution will be implemented.
7. In the event that a teacher leaves the employment of the District during the school year, a replacement teacher should be obtained unless class sizes have declined or other circumstances warrant the assignment of students to other teachers.

8. The Building Principal may solicit student transfer to balance class sizes between buildings.
9. If the financial situation of the Board or space limitations require the Board to deviate from the language, the DAC shall be convened to mutually agree to a resolution.

F. Covering Other Classes

Principals will make all efforts to secure a substitute in the case of a teacher's absence. When a qualified substitute is not available or an emergency arises during the school day, teachers may be requested to cover classes of an absent teacher during their scheduled planning/conference period. The Principal shall request teachers to cover classes during their planning/conference periods on an equitable basis. The teacher may refuse in the event they can demonstrate to the Principal that they have educationally-related matters to attend to. Such coverage shall be compensated at \$15 per class period.

G. District Advisory Committee

Purpose: To solicit input, help solve problems, provide suggestions for future district activities, and improve communication across the district.

Members: Superintendent, one (1) other administrator, JAEA President or designee, and a teacher representing each building in the district as selected by the JAEA.

Meetings will be held once every nine (9) weeks or as deemed necessary by the committee. The meetings will be co-chaired by the Superintendent and the JAEA President/Designee.

DAC representatives will be consulted and allowed input regarding calendar decisions. DAC representatives will bring calendar recommendations based on building consensus.

LPDC credit toward license renewal may be awarded (i.e. C.E.U.s).

H. Site Based Decision Making

1. Establishing a consistently pleasant and productive classroom and work environment has long been a desire of the Jonathan Alder school system. Because of unique differences in buildings caused by the building structure, grade levels of students housed, elementary versus departmentalized teaching situations, bussing schedules, etc., there is a strong need for each building to have some freedom to accomplish what is best for students. This involves both governance and decision-making.
2. To provide each building an opportunity to be creative and flexible in meeting the needs of students, a site-based decision making procedure will be established using the following guidelines:
  - a. The Building Advisory Committee will serve as the sounding board for fellow teachers and the recommending body in each building.
  - b. Recommendation from a building must be forwarded to the President of the Association and the Superintendent for their approval. Both must approve any proposal to deviate from current policy, the negotiated contract, or established

district/building procedures for a waiver to be granted which shall be in writing and signed by the designated representatives of the JAEA and the District.

- c. Every effort should be made to explore all possibilities to minimize or eliminate any change to the current negotiated Agreement.
  - d. If a suggested change is approved by both the Association President and the Superintendent, the building will hold a secret ballot of all teachers to approve or reject the proposal. Seventy-five percent (75%) of all teachers must approve the waiver for it to pass and be implemented, and reduced to writing as a memorandum of understanding with effective dates.
3. Waivers which are approved apply only to the building site which approves them and will only apply to the school year in which it is proposed and passed.
  4. If the parties in a site want to terminate a requested and approved waiver, a 75% secret ballot vote of all teachers in the building must concur, or the request for change must be approved by both the Association President and Building Principal at the request of the Building Advisory Committee. The Superintendent must likewise concur for the change to occur.

#### I. Transfer/Vacancy Policy

##### 1. Voluntary

Transfers may be made at the request of the bargaining unit member. Requests for transfers must be renewed each year by either: (1) letter, if the opening occurs during the year; or (2) by notice of intent form, if the opening occurs during the summer or during the first week of school. Notice of Intent Form (Appendix D – completed electronically) will be distributed to each bargaining unit member by March 15<sup>th</sup> and must be returned to the administration by April 1. Completed Notice of Intent Forms will be shared with the Association President.

- a. Building Principals shall have the discretion to fill openings in their buildings from among the building staff without posting the vacancy. Any remaining vacancies will then be posted and filled in accordance with the provision of this Article.
- b. A position is considered vacant when:
  1. An employee dies
  2. An employee resigns
  3. An employee retires
  4. An employee is terminated
  5. An employee is transferred
  6. An employee is promoted

7. An employee's disability leave extends beyond its designated limitations
- c. Notification of vacancies occurring during the school year, except for the first week, shall be forwarded within five (5) working days to:
    1. Association President.
    2. All unit members by posting (vacancies shall be posted and prominently displayed in a location where all members will be assured of notification).
    3. All unit members on leave of absence, if properly certified, by mail.
    4. All unit members shall be e-mailed notification of vacancies to the unit member's school e-mail address.
  - d. Notification of a vacancy shall include:
    1. Position available.
    2. Deadline for application.
    3. Effective starting date.
    4. Qualifications and requirements of job.
    5. Any additional pertinent information.
  - e. Unit members shall have seven (7) calendar days from date of posting to apply for position posted.
  - f. The bargaining unit member who has made written application in a timely fashion for a transfer to the position, who possesses certification/licensure for the position, and who has the greatest seniority will be given first consideration for the transfer. If a more senior bargaining unit member who applied is denied the transfer, the staff member shall be granted a post-transfer conference if requested. At such conference, the staff member shall be given reasons through discussion as to why the transfer was not approved. Such reasons will not otherwise be used to the detriment of the staff member. Final decisions on transfers shall be within the sole discretion of the Board/designee. Nothing in this Contract shall be interpreted to require the Board to fill any vacancy.

## 2. Involuntary

- a. If a vacancy remains open after the completion of the voluntary transfer process described in Section 1 above, involuntary transfers may be made upon the initiation of the Superintendent. The Superintendent has the right to assign, reassign, and transfer personnel for the betterment of the School District. Prior to a change in assignment or transfer, or posting a currently occupied position, an administrator will hold a conference with the affected bargaining unit member and the administrator will share the qualitative or quantitative rationale for the

transfer or reassignment. The bargaining unit member may provide feedback to the administrator.

- b. The affected bargaining unit member will be permitted to submit a requisition, within the building budget and to the extent that funds are available, for materials which are necessary to implement the instructional process of the new teaching assignment. Such requests will be given high priority.
- c. After the bargaining unit has been notified of involuntary transfer, the Board shall post all positions available as required in Section 1 above.

J. Reduction In Force — Teachers

If the Board determines it is necessary to reduce the number of bargaining unit positions, it will use the procedures under O.R.C. 3319.17. “Comparable evaluations” for purposes of this section means “Accomplished” and “Skilled” pursuant to the most recent final summative evaluation rating.

K. Subcontracting

The Board shall not layoff bargaining unit personnel, and then subcontract their work.

L. Consolidation

Should the Board become involved in discussions with other boards of education or outside agencies regarding consolidation, the Board shall include the Association as part of these discussions.

M. Drug-Free Workplace

- 1. No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in Federal and State law, in the workplace.
  - a. For the purpose of this Section, medication or prescription drugs are drugs an individual is taking under the direction of a licensed physician to address a specific physical, emotional, or a mental condition where such medication or prescription drugs are taken in the quantity or frequency as prescribed.
  - b. "Workplace" is the site for the performance of any work done in connection with the school district. The workplace includes any school building, school property, school-owned vehicles or school approved vehicle used to transport students to and from school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.
- 2. As a condition of employment, each employee shall notify his supervisor, in writing, of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above not later than five (5) days after such conviction.

3. Drug or alcohol testing may be required for any individual employee where there exists probable and just cause to believe that illegal drug use or alcohol use is impeding the employee's ability to perform job functions. Such tests shall be directed by the Superintendent. An employee may be required to undergo such testing immediately when the Superintendent determines that there is objective indications of behavior, demeanor, speech, appearance, breath or job performance and probable and just cause that the employee has been impaired by drugs or alcohol while in the scope of his/her employment. The Superintendent will inform the employee before any such tests are performed that he/she may request that a legal counsel be in attendance. Any employee who tests positive for drugs or alcohol shall be given the opportunity to challenge or explain the results. Employees who violate this policy shall be subject to disciplinary proceedings in accordance with prescribed school district administrative regulations, local, state and federal laws and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance program approved by the Board.
  - a. As used in this policy, drug and alcohol tests include blood, urine, breath, or other chemical tests performed by physicians and professional testing laboratories. The results of any such test will remain confidential, to the extent allowed by law, except for its use in official safety or accident investigations, criminal prosecution of the employee, or any action related to the removal or discipline of the employee.
  - b. Any test results shall be conducted at the Board's expense. Employees who dispute the test results are permitted to have a second analysis conducted of the same sample at their own expense. The employee shall be entitled to receive a copy of the test results.
4. Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.
5. Legally prescribed drugs and over-the-counter drugs may be taken in the workplace provided that they are taken as prescribed and the employee can perform the essential job function as set forth in their job description.

N. Smoke-Free Workplace

1. The Board of Education and Association recognize that the use of tobacco presents a health hazard which can have serious consequences both for the user and the non-user and is, therefore, of concern to the Board.
2. For purposes of this policy, "use of tobacco" shall mean all uses of tobacco including a cigar, pipe, cigarette, snuff, or any other matter of substance that contains tobacco.
3. In order to protect students and staff from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by all employees in school buildings, on school grounds, on school buses, or within any indoor facility owned, leased, or contracted for and utilized for the provision of routine or regular kindergarten, elementary, or secondary educational or library services to children.

O. Nursing/Custodial Care Services

Other than in emergency situations, a bargaining unit member shall not regularly be expected to perform nursing/custodial care services for any students. Examples of such services include, but are not limited to; the use of feeding tubes, dispensation of enemas and suppositories, medications and/or any other nursing services that should be performed by licensed medical providers.

**ARTICLE IX**

**LEAVES**

A. Sick Leave

1. Each full-time employee of the Board will be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-quarter (1¼) days for each month of service. Unused sick leave shall accumulate to a cap of 268 days.

Teachers eligible to receive disability retirement shall be limited to using 185 days of leave in any school year. If the teacher uses 185 days, all other sick leave shall be eliminated, if a teacher's application is contested, then he/she is entitled to whatever sick leave has accrued.

2. Should an employee exhaust sick leave during the year, and upon written request of the employee, the Board may advance up to ten (10) days of sick leave to the employee.
3. Employees who are absent four (4) or more consecutive days or an employee who falls below three (3) days of sick leave accumulation may be required to present a doctor's statement attesting to the validity of the use of sick leave.
4. Employees may use sick leave for absence due to illness, injury, pregnancy, exposure to contagious diseases, illness or death in the employees' immediate family, or for any other emergency which warrants sick leave privileges as determined by the Superintendent. An employee's immediate family shall include: parents, in-laws, grandparents, grandchildren, sisters, brothers, children, step-children, spouse, uncles, aunts, others who are the legal responsibility of the employee, and any relative/companion who is a permanent resident in the employee's home. Leave for nieces and nephews shall be for bereavement purposes only.
5. Each new employee shall be credited with a minimum of five (5) days of sick leave upon employment.
6. Bargaining unit members who adopt a pre-school child shall be granted up to six (6) weeks paid leave chargeable to the bargaining unit member's accumulated but unused sick leave. Bargaining unit members who adopt a school age child shall be granted one (1) week paid leave chargeable to the bargaining unit member's accumulated but unused sick leave, and shall be granted up to five (5) additional weeks paid leave chargeable to the bargaining unit members accumulated but unused sick leave providing that the bargaining unit member provides the Superintendent with written notification from the adoption agency that such leave is required in the best interest of the child.

7. If a teacher is on sick leave on a day in which schools are closed due to calamity, then that day shall not be charged against the teacher's accumulated but unused sick leave.
8. Employees are encouraged to schedule appointments (doctor, dental, etc.) at times outside of the school day unless such appointments cannot be scheduled at another time. Principals should be given as much prior notice as possible when appointments must be scheduled within the school day.
9. Staff members who arrive late to work or leave early from work due to an appointment that couldn't be scheduled outside the school day, or with the approval of the building principal shall observe the following guidelines as to time charged:
  - \*Missing more than 5% hour
  - \*Missing less than 30 minutes of the work day = no charge
  - \*Missing 30 minutes, but not more than 2 hours = ¼ day charged
  - \*Missing more than 2 hours, but not more than 3½ hours = ½ day charged
  - \*Missing 3½ hours – 5½ hours = ¾ day charged
  - \*Missing more than 5½ hours = full day

B. Sick Leave Bank (S.L.B.)

1. Provisions of Eligibility
  - a. All Bargaining unit members shall be eligible to be members of the SLB.
  - b. After the start of each school year, each bargaining unit member who is not a member of the SLB will receive an intent form from the Treasurer's Office for the purpose of enrolling in the SLB Initial Membership will consist of one (1) day sick leave, to be designated by the bargaining unit member, to the SLB, on such Form between September 1<sup>st</sup> and September 15<sup>th</sup>.
  - c. New members may join by September 15<sup>th</sup> of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1<sup>st</sup> through September 15<sup>th</sup>.
  - d. If 30 participants are not enrolled by the initial enrollment deadline of September 15<sup>th</sup>, the bank will not be established for that school year.
2. Operational Procedures:
  - a. Loans will be limited to participating bargaining unit members for use only in cases of the bargaining unit member's own, the bargaining unit members spouse, or dependent child's personal serious or catastrophic illness or injury as determined by the SLB Board. Normal pregnancy is not considered a serious or catastrophic illness or injury.
  - b. Applications for loans from the Sick Leave Bank must be made on the Employee Application for Sick Leave Bank (**Appendix A**). A Physician's Statement (**Appendix B**) is required with each application in order to be considered for a loan. SLB Board may request additional information if necessary to carry out its

responsibility. Failure to provide such information in a timely manner will be considered a withdrawal of the application by the member.

- c. A loan will be considered only after the individual has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days, and has applied for and is not eligible for disability leave under the Ohio State Teacher Retirement System.

### 3. Sick Leave Bank Board

The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) teachers to be selected by the Association, one (1) of whom will be co-chairman and a permanent member; and two (2) administrators to be selected by the Superintendent, one (1) of whom shall be a co-chairman and a permanent member. A physician may be asked to volunteer as a permanent member of the Board.

### 4. Withdrawal Procedures

- a. The maximum number of days that a member may withdraw is ten percent (10%) of the total days in the bank at the end of the enrollment period (September 15<sup>th</sup>).
- b. The member who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. Provided in the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement, resignation, permanent disability, or death) any days of sick leave at that time to the credit of such member shall be used to repay the bank before any sick leave days are cashed in for severance pay purposes.
- c. SLB may not be used as a means of increasing retirement compensation or severance.

### 5. Policy Procedures

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

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

- b. Application for the SLB days must be made to the Superintendent.

- c. The SLB Board shall meet and render a decision within ten (10) days of receipt of request.
- d. Unused requested days shall be returned to the SLB.
- e. The SLB will begin with one (1) day from each contributing bargaining unit member. When the fund is depleted below 50 days, each member will be assessed one (1) additional day. The SLB Board shall be responsible for notifying members of each assessment period.
- f. Extension of additional days may be applied for in the same manner as original application.
- g. When a member donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.
- h. All decisions of the SLB Board shall be final and binding, and are not subject to the grievance/arbitration provisions of this Agreement.

C. Personal Leave

- 1. Each bargaining unit member may use three (3) days of accumulated sick leave at the regular rate of compensation as personal leave. Personal leave may be taken by an bargaining unit member—without clarifying to the administration the reason behind the request. The request for such leave will be filed with the Building Principal at least 48 hours prior to the taking of any personal leave. If possible, district will list the balance of personal leave days on each pay stub or through other accessible electronic means.
- 2. One day of personal leave may be used subject solely to (d) below. Two days of personal leave shall not be available:
  - a. The first work day prior to, or following, Thanksgiving break, winter break, spring break or any Board scheduled day off school;
  - b. The first and last five (5) student days of the school year;
  - c. The days of teacher in-service, including early release days, unless deemed appropriate by the building principal; and
  - d. When substitute teachers are unavailable, no more than ten percent (10%) of the classroom teachers assigned to a building, (always rounded up to the nearest whole number) shall be permitted to take personal leave at the same time unless special permission is sought from and granted by the Superintendent. Personal leave will be recognized on a first come-first served basis.
- 3. Reasons
 

Personal leave will be granted, despite the restrictions in Article IX C2, in the following situations:

  - a. Graduation (your own or member of immediate family).

- b. Weddings (your own or member of immediate family).
  - c. Any personal recognition of own or immediate family.
  - d. Religious holidays.
  - e. Legal business that cannot be scheduled outside the school day.
  - f. Mandated university registration or exams.
  - g. Performance or school activity of a child at their school and taking child to college if it couldn't be scheduled on another date not to exceed one (1) day.
  - h. Any other emergency or problem the building principal deems appropriate.
4. If a teacher has a day of personal leave scheduled on a day in which schools are closed due to a calamity, then that teacher shall have that personal leave day recredited. However, if a teacher is on an approved non-paid leave day on a day in which schools are closed due to a calamity, then the teacher shall not be paid for that day. If teachers work more than the allocated number of calamity days, the teacher will be compensated for the day for which they were docked. To be paid in these situations, it is the responsibility of the teacher to submit a principal approved pay request.

D. Professional Leave for Resident Educators

Resident Educators in year three of the Resident Educator Program shall be eligible for one (1) day of professional release time for the purpose of performing summative assessment work.

E. Leave of Absence (Unpaid)

1. A leave of absence is defined as a period of extended absence from duty by an employee of the Board of Education for which a written request was submitted and approval given by the local Superintendent and the Board. The Board shall grant a leave of absence for a period of not more than one (1) year, for further education, illness or disabilities. A second year may be granted for further education, and shall be granted if illness or other disability is the reason. The Board may grant leave of absence of no more than two (2) years for other purposes. Upon return to service at the expiration of the leave of absence, the teacher shall resume the contract status and will return to a similar position as held at the time the leave commenced, if available, otherwise to an equivalent position within the teacher's field of certification/licensure. No leave of absence shall be granted for employment in another business or occupation. For purposes of seniority and salary placement, said member of the instructional staff will be counted as having been on leave.
2. Staff members must notify the Superintendent, in writing, no later than April 1 of his/her intention to return to duty. Failure to notify by April 1 shall signify that the employee is not returning. The duration of a leave of absence will be a school year or the balance thereof.

F. Child Care Leave

The Board shall grant a leave of absence for child care without pay.

1. An employee may request a leave of absence without pay for the purpose of child care of their own children or children they have legal custody of. The written request must be submitted to the Superintendent at least 30 days prior to the start of the requested leave of absence (except in emergency situations as determined by a physician). The request shall state the anticipated length of absence.
2. The duration of a child care leave of absence will be no longer than one (1) school year or the balance thereof, or April 1<sup>st</sup> of one (1) year through the first semester of the following year. Such leave may be renewed by the Board upon request of the teacher for additional time. The teacher shall notify the Superintendent of intent to return from leave no later than April 1<sup>st</sup>. Failure to notify the Superintendent will be the equivalent of a resignation. Upon returning to the employment of the Board, the teacher may return to the same position held at the time the leave commenced, if available otherwise, to an equivalent position within the teacher's field of certification/licensure. The right to return from leave other than the beginning of the school year shall be dependent upon an available opening in the teacher's field of certification/licensure and approval of the Superintendent.
  - a. Employees may use up to six (6) consecutive calendar weeks of accrued sick leave for paid maternity leave (eight (8) consecutive calendar weeks cesarean delivery). Maternity leave begins the day the baby is born. (Family Medical Leave Act would begin the first day the employee is off work to prepare for the baby's birth and would require a doctor's excuse to be considered paid sick leave). Maternity leave requested for time beyond six (6) consecutive calendar weeks (eight (8) consecutive calendar weeks cesarean) is unpaid. Paid child care leave may be extended by a written statement from the doctor certifying some complication.
  - b. The request for leave must be submitted in writing to the building principal as far in advance as possible to allow the school district time to staff the position in the employee's absence. The request for leave may be amended due to complications or an unforeseen circumstance before a teaching contract is offered to another employee.
3. Teachers shall have the right to continue to participate in all benefit programs at the employee's expense during the leave period subject to approval of the carrier(s) involved.
4. No teacher on child care leave will advance on the salary schedule unless they have worked 120 days in that school year.

G. Family Medical Leave Act of 1993

1. Employees may request up to 12 weeks leave of absence under the Family Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this agreement, the 12 weeks of leave and full benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave

benefits. Total paid and unpaid leave under this provision shall not exceed 12 weeks in a 12 month period.

2. Eligibility for and the use of family medical leave under the act shall be governed by the terms of the act, with the employee and Board retaining all options available to each under the act. Any dispute over whether the act has been violated shall be resolved under the enforcement procedures provided by the FMLA and shall not be grievable or otherwise reviewable under Article VI of this agreement

#### H. Assault Leave

1. In case of an assault on a teacher, arising out of and in the course of the teacher's employment, including co-curricular activities, which results in the teacher's being unable to perform teaching duties, the Board will grant, without charge to sick leave, up to ten (10) days of absence. Additional days may be granted if the situation warrants by the Superintendent. The Board may require an examination and certificate from a licensed physician or clinical psychologist chosen and paid by the Board indicating that the teacher is disabled from performance of teaching duties and the nature and duration of such disability. The teacher shall be encouraged to apply for disability retirement if the situation warrants.
2. Further, the Board agrees to reimburse bargaining unit members for any loss of personal effects suffered as a result of assaults covered by this article, and not covered by any other insurance.

#### I. Military Leave of Absence

Any teacher whose teaching service in the Jonathan Alder Schools has been interrupted by being called up by the Armed Forces shall be re-employed, and given credit on the salary schedule for such service, up to five (5) years.

#### J. Association Leave

1. No more than one (1) day of Association leave per delegate to the Representative Assembly with pay per school year shall be granted to the Association. Such leave shall be granted upon written request from the Association President to the Superintendent, no less than five (5) calendar days in advance of the date(s) of the requested leave.
2. Association leave may be granted in one-half or full-day increments.
3. The Association will reimburse the Board for the cost of any substitute that is necessarily incurred as a result of leaves being granted under this section, Association Leave.

#### K. Attendance in Court (Subpoena or Jury Summons)

1. Absence in Response to Subpoena or Jury Summons
  - a. A bargaining unit member who is summoned for jury duty during normal teaching hours or who is subpoenaed to appear in a court will be granted a leave of absence from normal teaching duties to permit compliance, provided the bargaining unit member meets the following:

1. Notifies the Superintendent within two (2) work days after receipt of the jury summons or subpoena.
  2. Submits a statement signed by the bargaining unit member to the Treasurer stating:
    - a. the date and time in attendance at the proceeding, and
    - b. the actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
  3. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, must be remitted by the bargaining unit member to the office of the Treasurer before the end of the pay period in which the absence occurred.
  4. No parking, mileage, etc. will be paid by the district.
- b. In court cases in which the professional staff member's presence is required, the Superintendent may authorize absence with no loss of salary in accordance with the provisions of this section. The decisions of the Superintendent with the respect to such matters shall be final.
1. The Board agrees to reimburse any bargaining unit member for necessary and actual round-trip mileage from the bargaining unit member's home to the location of the hearing (at the IRS rate in effect at the beginning of the fiscal year as documented on a form provided by the Board) as well as any necessary and actual parking fees incurred by the bargaining unit member (and documented by a receipt) in which the member is summoned in a professional capacity.

## **ARTICLE X**

### **FINANCIAL ISSUES**

#### **A. Base Salary**

Teachers who have earned an increase in salary due to continue education shall move to the appropriate column. The base salary for the entire 2016-2017 school year will increase three quarters of one percent (0.75%) and be \$37,749.00. In 2016-2017, teachers shall recover one previously frozen step during the 2016-2017 school year, and shall also advance one natural step, to the extent eligible. The base salary for the entire 2017-2018 school year will increase one and one-quarter percent (1.25%) and be 38,221.00. The base salary for the entire 2018-2019 school year will increase one and one-half percent (1.50%) and be \$38,794.00. In 2017-2018 and 2018-2019, teachers shall advance one natural step each year, to the extent eligible.

Those teachers with experience beyond step 20 will receive a \$200 stipend for steps 21 and beyond, except for the year they reach step 25, by the second pay of June each year of the contract.

B. Payroll Practice

1. Pay Periods

Pay for bargaining unit members shall be in 24 equal bi-monthly installments which shall be the fifteenth (15<sup>th</sup>) and last day of each month.

2. Payroll Practice

- a. Each member of the bargaining unit shall be compensated through the electronic transfer of funds (i.e. "direct deposit") to a bank of their choice.
- b. Deductions for any authorized deductions (other than payroll deductions for professional association and political contributions) will be calculated and deducted in equal installments.
- c. During the school term, salary increments shall be electronically transferred no later than 10:00 a.m. on the appropriate dates applicable each month.
- d. Each electronic pay stub will include those deductions required by law and member authorized deductions for the credit union, annuity payments, Association dues, accumulations and insurance premiums.
- e. When a pay date falls on a holiday, salary increments shall be deposited the day preceding the holiday providing school is in session. When a pay date falls during the week school is not in session, appropriate increments shall be electronically transferred into individual's accounts no later than the Wednesday preceding the pay date.
- f. Pay requests for extracurricular positions that want a separate check from their regular pay check will only be paid in December, March and June. Pay dates would occur on December 15, March 31, June.

3. Membership Dues Deduction

- a. Membership dues of the Association and its District, State and National affiliates, shall be deducted in equal installments beginning with the first paycheck in October of each school year on the basis of deduction authorizations supplied by the Association to the Treasurer. Authorizations may be withdrawn during a period of 15 days each year ending September 15<sup>th</sup>, provided that notification withdrawal is submitted to the Treasurer during such 15-day period. Deduction authorization and/or information regarding the amount of deduction for each Association member will be supplied to the Treasurer by October 1<sup>st</sup>.
- b. The enrollment period for such deduction shall be from September 1<sup>st</sup> to September 30<sup>th</sup> each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Association.

- c. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment after January 15 of any year.
- d. The Association shall have the exclusive payroll deduction rights for union dues for members of the bargaining unit.

4. Credit Union Deduction

The Board will maintain its present payroll deductions for credit union.

5. Annuity Deductions

- a. Monthly annuity deductions in accordance with Section 403(b) of the Internal Revenue Code (IRC) shall be made for all those bargaining unit members presently enrolled, and new companies shall be added if seven (7) or more bargaining unit members wish to enroll. The maximum number of annuity companies for which deductions are required shall be ten (10).
- b. Each member of the unit shall have the responsibility to determine that their payroll deductions for tax sheltered annuities do not exceed the maximum amount provided in Section 403(b) of the IRC and regulations applicable to that section, and shall not seek any payroll deduction in excess of that amount. Each member of the unit shall, upon request of the Treasurer, provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

6. Political Action Committee

The Treasurer of the district shall take such deductions from a bargaining unit member's regular earnings as may be authorized by the bargaining unit member and shall transmit them to Fund for Children and Public Education in accordance with guidelines developed cooperatively by the JAEA and the Treasurer.

C. Specialized Training

All bargaining unit members with students with specialized needs and/or accommodations in their class(es) shall be trained at board expense to better serve the needs of these students during in-service or at an outside training session. Bargaining unit members required to attend such training outside the regular school day or year shall be compensated at a rate of \$22 per hour.

D. Meeting Conference Reimbursement

- 1. Annual reimbursement for college courses will be given between June 1<sup>st</sup> and May 31<sup>st</sup>.

2. Annual reimbursement for workshops, seminars, etc., will be given between July 1<sup>st</sup> through June 30<sup>th</sup>. (This allows for any unencumbered monies in the workshop fund to be applied to the college reimbursement fund.) The Board agrees to the following amounts:

2016-2017 school year reimbursement total \$47,000  
(\$23,000 for college courses and \$24,000 for workshops, seminars, etc.)

2017-2018 school year reimbursement total \$49,000  
(\$24,000 for college courses and \$25,000 for workshops, seminars, etc.)

2018-2019 school year reimbursement total \$51,000  
(\$25,000 for college courses and \$26,000 for workshops, seminars, etc.)

- a. The appropriated funds will be granted to bargaining unit members for workshops, seminars, clinics, conferences, and college courses that are in the bargaining unit member's area of certification/licensure, for adding areas of certification/licensure, or for upgrading areas of certification/licensure upon prior approval of the Superintendent. Individual reimbursement for college courses shall be on the following basis:

Total dollars in appropriate fund = % of reimbursement applied to Total  
cost for all teachers all requests

- b. Reimbursement for all workshops, seminars, etc. shall be on a first-come, first-served basis subject to the approval of the Superintendent. Any money not used for workshops, etc., shall be applied to the total amount of money for college reimbursement. All requests approved by the Superintendent will be reimbursed by the second pay in July. All requests shall be submitted not later than June 30<sup>th</sup>.

3. Beginning with reimbursement requests submitted after July 1, 2016, should a bargaining unit member leave the District voluntarily within one (1) school year of receiving tuition reimbursement funds, the bargaining unit member shall re-pay the full amount of the tuition reimbursement received. Should a bargaining unit member leave the District voluntarily within two (2) school years of receiving tuition reimbursement funds, the bargaining unit member shall re-pay fifty percent (50%) of amount of the tuition reimbursement received. If the bargaining unit member remains employed with the District for two (2) schools years or more after receiving tuition reimbursement funds no repayment will be required. Repayment may be deducted from the bargaining unit member's outstanding compensation, in addition to other collection methods available to the Board.

E. Tuition/Non-Resident Students

1. Bargaining unit members' children shall be entitled to attend the Jonathan Alder Local Schools tuition-free as long as their parent is employed by said school district. The bargaining unit member will have the right to choose which building his or her child will attend, provided it does not exceed class size limitations.

2. In pre-school:
  - a. Children of employees who live in the district must attend their building of residence unless there are empty spots at the other building.
  - b. Children of employees who live outside the district cannot bump or be considered ahead of students who live in the school district. When considering students, the district will comply with all Head Start program requirements.

F. Hard to Find Teachers

Paying for coursework for teachers in "hard to find" areas is now allowed by federal programs. As a result, it is the intent of the Jonathan Alder Local Schools to fund "scholarships" for teachers in these areas. This helps ensure that we have teachers that are properly certificated or licensed in all classes that the district offers for our students. It also helps teachers on temporary licenses or teachers who have minors in their educational experience acquire needed licensure without undue financial hardship on them or their families.

As a result, the following will be used as guidelines for scholarships being offered to teachers:

1. The district administration must approach a teacher about getting licensed in a particular area of need for the district (the teacher maintains the right to reject the proposal without reprisal).
2. The teacher involved must present a complete list of the coursework required to acquire the license to his/her building principal for approval.
3. The district will offer two (2) scholarship options to teachers in this area:
  - a. the district will pay all tuition needed for acquiring needed licensure; however, those hours will not count toward advanced pay levels for the teacher that accepts the scholarship. Hours completed must count toward licensure; or,
  - b. the district will pay 2/3 and the teacher will pay 1/3 of the cost of the hours needed to be taken. These hours would count toward advancing on the district pay schedule as they do with teachers in the already established college tuition reimbursement program. Hours completed must count toward licensure.
4. In return for being granted a scholarship by the district, the teacher agrees to work for the district for two (2) years after receiving the license; otherwise, the funds expended by the district must be reimbursed to the district by the teacher. In return, the district will continue to employ said teacher for two (2) years unless there is evidence of poor performance in the classroom.
5. The district will follow all state guidelines and timelines relative to the deadline for completion of both the coursework and the state's licensing exam.

G. Transportation Mileage Rate

All members of the bargaining unit who must use private transportation to perform their assigned duties will be reimbursed at the IRS mileage allowance rate at the beginning of the fiscal year.

H. STRS Pick-Up (Utilizing the Salary Reduction Method)

The Board of Education of the School District herewith agrees with the Association to pick up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be percentage rate mandated by the State Teachers Retirement System, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The pick-up shall become effective January 1, 1985 and shall apply to all compensation including supplemental earnings thereafter.
4. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
5. Payment for sick leave, personal leave, severance supplementals, including unemployment and Worker's Compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

I. Severance Pay

All certificated/licensed employees in the District will be eligible for severance pay at the time of their separation from service with the District in accordance with the following:

1. To be eligible for severance pay, a certificated/licensed employee:
  - must indicate in writing that his/her reasons for termination of employment is retirement from school service. The effective date of retirement must be in accordance with requirements of the State Teachers Retirement System (STRS).
2. Severance pay will be based on the number of accrued unused sick leave days the employee has at the date of termination. The employee will be paid one fourth (1/4) of the value of their unused sick leave days to the maximum of 67 days. In addition, severance pay is only available with the following restrictions:
  - a. In order for an employee to receive severance pay, they must work in the District for ten (10) years.
  - b. That severance pay amount would be affected in the following manner: employees with an attendance rate of 90% or above would be paid 100% severance. Attendance would be calculated by examining the total contract days for each employee over the last ten (10) years of employment. Total contract days would be divided into the number of day's attendance by the employee

minus any sick leave utilized or days of dock time. An employee with attendance below 90% would receive the attendance percentage as severance pay.

- c. All fractional days would be rounded to the nearest whole day.
3. Severance pay will be based on the employee's salary at the time of separation with the salary calculated on a daily rate in relation to the number of work days in the employee contract year. Severance pay shall be based on the employee's salary for regular duties and shall not include compensation earned for supplemental duties.
4. Payment for sick leave on the basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payments shall be made only once to any employee.
5. Payments for severance pay shall be made no later than 60 days after the effective date of retirement with the State Teachers Retirement System or no later than 60 days after the effective date of the resignation if eligible under the provisions of subsection I. (1) above.

#### J. Benefits

1. The parties agree that health insurance shall be provided to bargaining unit members and their families as listed in the HRA policy.

Employees must make insurance elections (whether to add or drop) during the open enrollment period of the month of November\* with exception of a qualifying life event. A qualifying life event includes such events as birth, adoption, child fostering, dependent child ineligibility, death, marriage, divorce, and employment separation. A single coverage employee that has a qualifying child related event may only add the child to their plan at the time of the event, a non-qualifying spouse must wait until Open Enrollment.

\*This enrollment date may be extended based on insurance rate negotiations but any extension will be communicated to the staff via e-mail.

Any employee who begins to take school health insurance mid-year or who discontinues coverage before the end of the year will have the board deductible prorated based on the number of months they are enrolled in the program. (i.e. Family = \$5,000 a year; someone drops out or joins for six (6) months - \$2,500). The employee will be asked to sign an acknowledgement of the prorated deductible.

The Board's contribution for single insurance and family coverage (in addition to its monthly share of premium payments) shall be deposited in a Health reimbursement Account (HRA) which shall be accessible to each participating employee.

At the commencement of each plan year the Board will deposit the amounts agreed upon by the committee:

- a. For single coverage the amount the Board shall deposit in its HRA for each participating employee shall be the appropriate deductible and out-of-pocket amount as determined by the Insurance Committee.

For family coverage the amount the Board shall deposit in its HRA for each participating employee shall be the appropriate deductible and out-of-pocket amount as determined by the Insurance Committee.

It is intended that the deposited amounts offset participating employees' deductible and out-of-pocket responsibilities.

In addition to the participating employees' share of the premium costs, employees' out-of-pocket maximum monetary amount for services provided will be limited and listed in the certificate of coverage effective January 1st of each year.

- b. Participating employees shall continue to be able to incorporate their expenses in the District's tax sheltered plan.

These plans include preventative care coverage which is listed in the certificates of coverage with all premiums paid by the Board.

The employee shall be responsible for paying any additional amounts for services not covered by the plans.

Where spouses are both employed by the district, they shall be entitled to one family plan.

- 2. The parties agree that a pharmacy management program shall be provided to participating bargaining unit members and their families as listed in the policy's certificate of coverage. Participating employees shall be subject to Pharmacy deductibles as determined by the Insurance Committee.

- 3. Insurance Committee

The parties agree to form an insurance committee which will meet on an annual basis (and more frequently if so determined by the committee). The purpose of the committee is to review the status of the District's insurance plans. Any recommendations by the committee would be subject to the ratification procedures of the Association. The composition of the committee shall be as follows:

- The District's Treasurer
- The District's Superintendent
- One member of the Board of Education
- Four members and the President of the JAEA
- Two members of the classified staff

- K. Credit for Experience

Bargaining unit members employed half-time or more shall be granted a year of credit provided they work at least 120 days during the school year. Bargaining unit members employed less than half-time shall be granted a half year of credit provided they work at least 120 days during the school year. Adjustments for experience credit shall be made in July of each year.

L. Salary Adjustment for Continuing Education

1. To receive credit toward advancement on the salary schedule, college courses taken and credits received will only be approved when issued by accredited institutions. Courses must be in semester hours. To receive an increment for training beyond the Bachelor's Degree, a teacher must submit a copy of his/her academic record to show successful completion of coursework. Transfer to a new salary column will be made at the beginning of the school year if the record is submitted by September 1<sup>st</sup>, or at the pay period beginning the second semester if the record is submitted on or before January 5<sup>th</sup>.
2. Teachers will be placed on the school district salary schedule according to college preparation and years of experience which they have on file in the local Superintendent's office prior to the beginning of each school year. Teachers new to the district shall receive credit for years of experience to a maximum of five (5) years. Normally, this placement will be for the entire school year. However, teachers who complete sufficient additional college work to qualify for a higher training level on the salary schedule may be placed at this level for the second semester.
3. Such work must be completed and a transcript of credits or other evidence (i.e. grade card, letter from the professor, etc.) presented to the local Superintendent by the dates listed in Article X K. 1.
4. Adjustments in salary for the above purpose will be made only prior to the beginning of school and the first day of the second semester. Please note: Payroll is on a one (1) pay period delay.

M. Employment of Retired Employees

Retirement followed by employment with the Jonathan Alder Board of Education assumes that both the Board and the employee will benefit. The Board gains by keeping experienced employees and through savings realized by reduced salary. The employee gains through the receipt of both salary and retirement benefits.

Hiring retired employees is provisional and renewable annually. Either party - employee or employer - may terminate the arrangement at the end of the contract period. Only the employer may offer to extend further employment opportunities on a year-to-year basis.

A retired employee from inside the system may request being hired back after his/her retirement by submitting a formal written request/application to his/her immediate supervisor. Once the application has been received, approval is required by the employee's direct supervisor, the Superintendent, and the Board of Education. All three (3) of these parties must approve the request before an employee will be re-hired by the school district.

Before any contract is issued, a formal retirement counseling/performance evaluation meeting must be held by the employee and his/her direct supervisor. During that conference, job performance standards and expectations will be outlined and specified.

Every "retiree" that has been rehired by the Jonathan Alder Schools will be evaluated during each contract term as deemed appropriate by his/her direct supervisor and a determination made as to his/her reemployment for each and every subsequent year of employment. Such contract

decisions will be made at the April School Board meeting along with the contracts of other employees.

In order to clarify certain areas of such an employment relationship (employment of retiree) the following provisions shall apply:

1. Definition of Retiree – A retiree is an individual who has attained service retirement status with a State Retirement System (SERS or STRS) and is otherwise qualified by certification and background for work in public schools in Ohio and who is retired from service from any school district.
2. Where a vacancy exists, the Board may elect to fill the position with a retiree. For an opening to be filled with a retiree, a recommendation for approval is necessary by the building principal and Superintendent, and formal approval by the Board of Education.
3. Contracts for teachers who retire and are subsequently rehired by the Board of Education will be on one (1) year limited contracts (if employed after the start of the school year, contracts will be for the remainder of the school year). Any such contract will automatically expire at the end of the stated term without any other action by the Board of Education or employee. No notice of non-renewal or Board action is required. Continuation of the employment of a retiree shall be at the discretion of the Board and upon the recommendation of the Superintendent. A rehired retiree is not eligible for a continuing contract regardless of the years of employment with the Board. The parties expressly waive all rights and agree that to the extent of the provisions of this article conflict with or contradict a collective bargaining agreement and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections: 3317.33, 3317.14, 3319.07, 3319.08, 3319.081, 3319.082, 3319.083, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16, 3319.17, the terms of this policy shall prevail and will be applied to retired teachers employed by the Board.
4. A retiree shall be paid in accordance with the negotiated/board-adopted salary. A retiree who was employed as a retiree for the Jonathan Alder Schools prior to May 1, 2016, will maintain their current step on the salary schedule, as long as the retiree declines insurance or pays the full cost of the premium. If the retiree elects insurance with premiums paid as otherwise afforded by the Negotiated Agreement, the retiree will be placed on Step 0 of the salary schedule. A retiree employed by the Board for the first time (as a retiree) on or after May 1, 2016, will be placed on Step 5 of the salary schedule if the retiree declines insurance benefits or pays the full cost of the premium, and Step 0 if the retiree elects insurance benefits with premiums paid as otherwise afforded by the Negotiated Agreement.
5. Employees will advance one (1) step on the salary schedule each year of employment by the district.
6. Retirees employed by the Board will not be eligible for a sabbatical leave, but are eligible for professional meeting reimbursement, in-service, family and medical leave. In no event shall such leave extend beyond the retiree's employment contract term.
7. A retiree shall begin employment with five (5) sick days that are part of the 15 days accumulated by employees each year. Sick days are not carried over from year to year or contract to contract. Sick leave may be used as per the benefits provided to other

employees in his/her job classification. However, the retiree is not entitled to collect severance benefits at the end of his/her employment.

8. Seniority will not be a benefit accumulated by a retiree. Upon employment, the retiree will be credited with zero (0) years of seniority and shall not thereafter accumulate seniority for any purpose under this agreement. There also is no seniority involved in situations involving openings, transfers due to enrollment changes, and there is no right of recall in the event of a reduction in force (RIF) by school district. Retirees shall be RIF'd prior to any other teacher if such an action becomes necessary.
9. Employees of the Jonathan Alder Schools who intend to retire and request consideration for being rehired must submit a written request to their building principal by November 1<sup>st</sup>. Requests for reemployment must be recommended by the building principal, and approved by both the Superintendent and the Board of Education. A response to the employee's request to be re-hired will be made by April 1<sup>st</sup>.
10. A retiree is eligible for a supplemental contract at the discretion of the Superintendent and School Board.
11. Retired teachers are eligible to belong to the local bargaining unit.
12. The provisions of this policy supersede and prevail over any inconsistent terms that may appear in any negotiated agreement or in any part of the Ohio Revised Code.
  - a. Ohio Revised Code (Sections 3307.353 and 3309.345) require Boards of Education seeking to rehire a retiree to the same position for the first time to notify the public 60 days prior to the re-employment and to hold a public meeting on the issue between 15 and 30 days of the reemployment beginning. The Board of Education may renew limited contracts for rehired retired employees from year to year without notice and hearing once the Board has certified it complied initially upon reemployment.

In order to meet this requirement, Jonathan Alder employees being considered for being rehired will be rehired based on the following guidelines:

1. All employees being considered for reemployment for the first time will be included as an agenda item on the January Board agenda. This will serve as public notification of all those being considered for reemployment as a retiree. At that time, the time, date, and location of the February and March meetings will be announced.
2. The February and March School Board meetings will serve as opportunities for the public to address concerns about reemploying any individuals being considered for reemployment.
3. Retirees will be rehired by the Board of Education at the April School Board meeting if recommended by the Superintendent and approved by the Board of Education.

N. Salary Index. BA+30 and M+15 mean the required hours are in addition to, and earned after, the designated degree.

.75% Base Increase Plus Step  
 & 1 Step Recovery if hired on/before 2011-2012  
 Base Salary for 2016-2017 \$37,749.00

Steps	BA	BA+30	MA	MA+15
0	37,749	39,183	41,335	43,223
1	39,183	40,807	43,151	45,152
2	40,618	42,430	44,955	47,073
3	42,052	44,053	46,771	48,998
4	43,487	45,676	48,583	50,927
5	44,921	47,299	50,395	52,849
6	46,356	48,923	52,211	54,774
7	47,790	50,546	54,015	56,703
8	49,225	52,169	55,831	58,628
9	50,659	53,792	57,643	60,549
10	52,094	55,416	59,455	62,475
11	53,528	57,035	61,267	64,438
12	54,925	58,673	63,041	66,363
13	56,397	60,293	64,853	68,292
14	57,869	61,916	66,702	70,213
15	59,341	63,539	68,552	72,135
20	60,851	65,162	70,402	74,056
25	62,361	66,786	72,252	75,977

1.25% Base Increase Plus Step  
 Base Salary for 2017-2018 \$38,221.00

Steps	BA	BA+30	MA	MA+15
0	38,221	39,673	41,852	43,763
1	39,673	41,317	43,690	45,716
2	41,126	42,960	45,517	47,662
3	42,578	44,604	47,356	49,611
4	44,031	46,247	49,190	51,564
5	45,483	47,891	51,025	53,509
6	46,935	49,534	52,863	55,459
7	48,388	51,178	54,690	57,412
8	49,840	52,821	56,529	59,361
9	51,293	54,465	58,363	61,306
10	52,745	56,108	60,198	63,256
11	54,197	57,748	62,033	65,243
12	55,612	59,407	63,829	67,193
13	57,102	61,047	65,664	69,146
14	58,593	62,690	67,537	71,091
15	60,083	64,334	69,409	73,037
20	61,612	65,977	71,282	74,982
25	63,141	67,621	73,155	76,927

1.5% Base Increase Plus Step  
 Base Salary for 2018-2019 \$38,794.00

Steps	BA	BA+30	MA	MA+15
0	38,794	40,268	42,479	44,419
1	40,268	41,936	44,345	46,402
2	41,742	43,604	46,200	48,376
3	43,217	45,273	48,066	50,355
4	44,691	46,941	49,928	52,337
5	46,165	48,609	51,790	54,312
6	47,639	50,277	53,656	56,290
7	49,113	51,945	55,510	58,272
8	50,587	53,613	57,376	60,251
9	52,062	55,281	59,238	62,226
10	53,536	56,950	61,101	64,204
11	55,010	58,614	62,963	66,221
12	56,445	60,298	64,786	68,200
13	57,958	61,962	66,648	70,182
14	59,471	63,630	68,549	72,157
15	60,984	65,298	70,450	74,131
20	62,536	66,966	72,351	76,106
25	64,088	68,634	74,252	78,081

**SALARY INDEX**

<b>STEPS</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>
0	1.0000	1.0380	1.0950	1.1450
1	1.0380	1.0810	1.1431	1.1961
2	1.0760	1.1240	1.1909	1.2470
3	1.1140	1.1670	1.2390	1.2980
4	1.1520	1.2100	1.2870	1.3491
5	1.1900	1.2530	1.3350	1.4000
6	1.2280	1.2960	1.3831	1.4510
7	1.2660	1.3390	1.4309	1.5021
8	1.3040	1.3820	1.4790	1.5531
9	1.3420	1.4250	1.5270	1.6040
10	1.3800	1.4680	1.5750	1.6550
11	1.4180	1.5109	1.6230	1.7070
12	1.4550	1.5543	1.6700	1.7580
13	1.4940	1.5972	1.7180	1.8091
14	1.5330	1.6402	1.7670	1.8600
15	1.5720	1.6832	1.8160	1.9109
20	1.6120	1.7262	1.8650	1.9618
25	1.6520	1.7692	1.9140	2.0127

O. Supplemental Compensation Schedule

**2016-2017 Supplemental Salary Schedule - Step + 3/4% Base Increase**

Level/Step	A	B	C	D	E	F	G	H	I
0	5,955	3,192	2,766	2,552	2,127	1,647	958	425	253
1	6,061	3,405	2,875	2,605	2,182	1,702	1,011	447	272
2	6,171	3,725	2,979	2,660	2,234	1,755	1,064	467	287
3	6,381	4,148	3,085	2,711	2,289	1,808	1,118	487	303
4	6,595	4,683	3,192	2,766	2,340	1,916	1,169	512	321
5	6,808	4,891	3,300	2,928	2,447	1,945	1,277	534	337

**2017-2018 Supplemental Salary Schedule - Step + 1.25% Base Increase**

Level/Step	A	B	C	D	E	F	G	H	I
0	6,029	3,232	2,800	2,584	2,153	1,668	970	431	257
1	6,136	3,447	2,911	2,638	2,209	1,724	1,024	452	275
2	6,248	3,772	3,017	2,693	2,261	1,777	1,078	473	291
3	6,461	4,199	3,124	2,745	2,317	1,831	1,132	494	307
4	6,677	4,741	3,232	2,800	2,370	1,940	1,184	518	325
5	6,893	4,953	3,341	2,964	2,478	1,969	1,293	541	341

**2018-2019 Supplemental Salary Schedule - Step + 1.5% Base Increase**

Level/Step	A	B	C	D	E	F	G	H	I
0	6,120	3,281	2,842	2,623	2,186	1,693	984	437	260
1	6,228	3,499	2,954	2,677	2,242	1,750	1,039	459	279
2	6,341	3,828	3,062	2,734	2,295	1,804	1,094	480	295
3	6,558	4,262	3,171	2,786	2,352	1,858	1,149	501	312
4	6,777	4,813	3,281	2,842	2,405	1,969	1,202	526	329
5	6,996	5,027	3,391	3,009	2,515	1,998	1,312	549	346

The determination of whether to fill a supplemental position is subject to the sole discretion of the Board. Supplemental pay shall increase yearly the same as the increase in the base rate of pay.

P. Supplemental Head Coach Experience

In considering years of experience for the placement of individuals on the Supplemental Compensation Schedule as a Head Coach, the following rules shall apply:

- a. For grades nine (9) through 12, two (2) years of service as an assistant coach are necessary to equal one (1) year as a Head Coach on the Supplemental compensation Schedule.
- b. For grades less than 9<sup>th</sup> grade, three (3) years of service as coach will be considered the equivalent of one (1) year as a head coach on the Supplemental Compensation Schedule.
- c. No years of experience accrues to those working in capacity of volunteer.

Q. Supplemental Salary Categories

- A. Head Football  
Head Basketball - boys/girls (2)  
Head Wrestling  
Head Marching Band
- B. Head Volleyball  
Head Baseball  
Head Softball  
Head Track - Level B both boys and a girl's position; if only 1 head coach and 2 assistants, assistants would both be at Level D  
Head Soccer - Boys and girls (1 each = 2)  
Assistant Football (3)  
Assistant Basketball - boys/girls (2)  
Assistant Wrestling  
Junior High Athletic Director – 1
- C. Head Golf  
Assistant Volleyball  
Assistant Baseball  
Freshman Basketball  
Assistant Softball  
Assistant Soccer - Boys and girls (1 each = 2)  
Head Boys and Girls Tennis  
Head Bowling
- D. Head Cross Country  
Junior High Basketball - boys and girls (7<sup>th</sup> and 8<sup>th</sup> x 2 = 4)  
Junior High Football -4 (2 7<sup>th</sup> and 2 8<sup>th</sup>)  
Freshman Volleyball  
Assistant Track  
Chorus

- Assistant Golf
  - Winter Sports Cheerleading Advisor
  - Fall Sports Cheerleading Advisor
  - Junior High Volleyball - 2 (7<sup>th</sup> and 8<sup>th</sup>)
  - Junior High Track - Both girls and boys - 1
  - Junior High Wrestling - 1
  - Freshman Football
  - Assistant Golf - 2 (1 boys and 1 girls)
  - Freshman Baseball
- E.
- Yearbook
  - Musical
  - Junior High Cheerleading Advisor - 1
  - Fall Play
  - Assistant Junior High Track - 1
  - Assistant Junior High Wrestling - 1
  - National Board Certification
  - Assistant Cross Country - 1
  - Competition Squad Cheerleading Advisor
  - Resident Educator Facilitator
- F.
- Art Coordinator
- G.
- Jr. Class Advisor (2)
  - Sr. Class Advisor (2)
  - Newspaper
  - Quick Recall
  - National Honor Society
  - Varsity Assistant Coaches (girls volleyball, baseball, softball)
  - Musical Assistant Director
  - Assistant Marching Band Director
  - P.A.T. Program (for experienced teacher)
  - Varsity Assistant Coaches (Boys and girls basketball, boys tennis)
  - Pep Band
- H.
- High School Student Council
  - F.C.C.L.A.
  - Spanish
  - French
  - Junior High Student Council - 1
  - Drama
  - Elementary Music Program (2)
  - Declamation/Public Speaking Contest Coordinator (4)
  - B.O.L.D.
  - Science Club
  - Junior High Power of the Pen - 2 (1 - 7<sup>th</sup>, 1 - 8<sup>th</sup>)
  - Sixth Grade Camp Director
  - Elementary Student Council - (3)
  - High School Amp Advisors (2)
  - Junior High Washington DC Trip Coordinator
  - Varsity Cheerleading Assistant Coaches (Fall, Winter)

- I. Sixth Grade Camp Staff (2 overnight stays required)
  - County Math Contest - 4 (2 - 5<sup>th</sup>/6<sup>th</sup>, 2 - 7<sup>th</sup>/8<sup>th</sup>)
  - County Spelling Contest - 4 (2 - 5<sup>th</sup>/6<sup>th</sup>, 2 - 7<sup>th</sup>/8<sup>th</sup>)
  - Director of an Elementary Play
  - Junior High Science Olympiad 1
  - Junior High Drama Club
  - Quick Recall Match Administrator/Reader
  - 9<sup>th</sup> and 10<sup>th</sup> Grade Class Advisors - 1 each
  - Senior Project - 1
  - Junior High Model UN
  - Geography Bee
  - Robotics Club
  - Art Club
  - Lego Club
  - Jump Rope Club
  - CMS Drama Club
  
- J. All stipends shall be increased by the same percentage figures as the annual salary increases.

## **ARTICLE XI**

### **ACADEMIC DISTRESS**

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

Article XI

DURATION

This Agreement is effective upon ratification by the Association and adoption by the Board, and the parties specifically agree that the terms and conditions of this Negotiated Agreement shall be in effect from June 30, 2016 at 11:59 PM through June 30, 2019 at 11:59 PM.

In witness whereof the parties have caused this Agreement to be executed on the day and year first mentioned above.

FOR THE BOARD OF EDUCATION:

FOR THE ASSOCIATION:

Mary Jo Boyd 5/9/16  
Name Date

Cheryl Mantebeck 5/9/16  
Name Date

Steve Dawson 5/9/16  
Name Date

Julie Paige 5-14-16  
Name Date

Christa Black 5-9-2016  
Name Date

Mark Pindal 5-18-16  
Name Date

Tom Bichsel 5-9-16  
Name Date

Wendy T. Kervick 5-18-16  
Name Date

[Signature] 5/9/16  
Name Date

Ann Daddell 5-18-16  
Name Date

Art Johnson 5/9/16  
Name Date

Jessica Keaton 5-18-16  
Name Date

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**APPLICATION FOR SICK LEAVE BANK**

**JONATHAN ALDER LOCAL SCHOOLS  
9200 U.S. 42  
Plain City, Ohio 43064**

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

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

Home Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Number of sick days used this school year: \_\_\_\_\_

Number of sick days used for current illness: \_\_\_\_\_

Employee's reason for request (be specific): \_\_\_\_\_

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

Estimate of additional days needed: \_\_\_\_\_

Name of attending physician: \_\_\_\_\_

Address of attending physician: \_\_\_\_\_

Telephone number of attending physician: \_\_\_\_\_

**PLEASE SUBMIT COMPLETED APPLICATION TO THE SUPERINTENDENT**

**PHYSICIAN'S STATEMENT**

\_\_\_\_\_ is unable to perform teaching duties and requires extended sick leave because (please be specific with diagnosis and description of complications):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ requires non-elective surgery which cannot be postponed until the end of the school year. Nature of procedure: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This patient has been under my care for (length of time in months and years): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

I give my physician permission to release the above-requested medical information.

\_\_\_\_\_  
Employee's Signature

PLEASE SUBMIT THIS COMPLETED STATEMENT TO:

**SUPERINTENDENT  
JONATHAN ALDER LOCAL SCHOOLS  
9200 U.S. 42  
PLAIN CITY, OHIO 43064**

**GRIEVANCE FORM**

**STEP 1: INFORMAL DISCUSSION**

**STEP 2: TO BE COMPLETED BY GRIEVANT**

Timeline: To be filed within 15 work days of the event giving rise to the grievance

Association Grievance     Individual Grievance

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

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

Date of Cause of Grievance: \_\_\_\_\_

State grievance stipulating Article and Section of the Agreement which was allegedly misinterpreted, misapplied or violated.

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

Suggested Remedy: \_\_\_\_\_

**STEP 2: TO BE COMPLETED BY PRINCIPAL**

Timeline: To be submitted within five (5) work days after Step 2 meetings.

Name of Principal: \_\_\_\_\_ Date Received: \_\_\_\_\_

Disposition of Grievance at Step 2: \_\_\_\_\_

\_\_\_\_\_

Rationale for Disposition: \_\_\_\_\_

\_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Date of Discussion: \_\_\_\_\_

Date of Disposition: \_\_\_\_\_

**STEP 3: TO BE COMPLETED BY GRIEVANT**

Timeline: To be submitted within five (5) work days of receipt of Step 2 disposition or expiration of Principal's time period to respond.

I am not satisfied with the disposition of the grievance at Step 2. I wish to advance the grievance to Step 3.

Signature of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**STEP 3: TO BE COMPLETED BY THE SUPERINTENDENT**

Timeline: To be submitted within five (5) work days after Step 3 meeting.

Superintendent's Name: \_\_\_\_\_

Disposition of grievance at Step 3: \_\_\_\_\_

\_\_\_\_\_

Rationale for disposition: \_\_\_\_\_

\_\_\_\_\_

Date of Discussion: \_\_\_\_\_

Date of Disposition: \_\_\_\_\_

**STEP 4: TO BE COMPLETED BY GRIEVANT**

Timeline: To be submitted within five (5) work days of receipt of Step 3 disposition.

I am not satisfied with the disposition of the grievance at Step 3. I wish to advance the grievance to Step 4.

Signature of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**STEP 4: TO BE COMPLETED BY TREASURER PURSUANT TO BOARD OF EDUCATION'S DISPOSITION**

Timeline: To be reviewed within ten (10) work days from receipt of request.

Date of Review Board: \_\_\_\_\_

Disposition of Grievance by Board of Education: \_\_\_\_\_

Signature of Treasurer: \_\_\_\_\_

Date of Disposition: \_\_\_\_\_

<b>STEP 5: TO BE COMPLETED BY GRIEVANT</b>
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Timeline: To be submitted within five (5) work days of receipt of Step 4 disposition.

I am not satisfied with the disposition of the grievance at Step 4. I request a hearing before an arbitrator. I understand the decision of the arbitrator is not binding and that the expenses of the arbitrator will be shared equally by the Association and the Board of Education.

Signature of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

The Association concurs with the submission of this grievance to arbitration.

Signature of Association President: \_\_\_\_\_

**NOTICE OF INTENT FORM**  
**JONATHAN ALDER LOCAL SCHOOL DISTRICT**  
**TO ALL STAFF**  
**(Confidential)**

In order to facilitate planning for next school year, each employee is asked to complete and return this form. Please check the appropriate items and return to your Building Principal or Supervisor by: \_\_\_\_\_.

MARKING THIS FORM DOES NOT CONSTITUTE A DEFINITE DECISION AS TO YOUR PLANS FOR NEXT YEAR, BUT WILL SERVE AS A GUIDE TO HELP US PLAN AHEAD. You will be notified, confidentially, of any vacated position for which you are (or will be) qualified and for which you have indicated an interest hereon (see Item 1-b below).

All vacancies will be made known to the staff in general within two (2) weeks after Board action has made them public. Openings known after July 10<sup>th</sup> will be considered emergencies and we will contact you about any opening for which you have shown as interest, otherwise, openings will be posted for approximately five (5) weekdays.

**INTENT #1**

I plan to continue my services in the Jonathan Alder Schools next year;

- a. I would like to retain the same (or nearly the same) position I now hold (building, grade, subject, position)
- b. If an opening is available without interfering with the rights of other employees, I would prefer to change to (building, grade, subject, position):  
\_\_\_\_\_  
\_\_\_\_\_

**INTENT #2**

I do not intend to remain with the Jonathan Alder Local Schools next year. (I understand that marking this form does not constitute a definite decision on my part).

- a. I expect to retire
- b. I expect to be employed elsewhere
- c. I plan to be on leave or sabbatical

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

Building: \_\_\_\_\_ Present Position: \_\_\_\_\_

Teachers: Would you be a P.A.T. (Peer Advisor Trainer)? \_\_\_\_\_

**POSITION ACCEPTANCE FORM**

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

Position Accepted: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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

**Memorandum of Understanding  
by and between  
The Jonathan Alder Education Association and The Jonathan Alder School District Board of  
Education**

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This Memorandum of Understanding (MOU), between the Jonathan Alder Education Association (JAEA) and the Jonathan Alder School District Board of Education (Board), is intended only to augment the current collective bargaining agreement (CBA) between the parties for the timeframe specified.

**WHEREAS:**

1. The JAEA and the Board wish to enter into an agreement concerning payment for mentoring new personnel in the district;

**THE PARTIES AGREE TO THE FOLLOWING:**

1. Resident Educator Mentors will be paid a one-time stipend of \$750.00, for mentorship provided for Resident Educators in years 1 & 2 and;
2. A Resident Educator Facilitator will oversee Resident Educators in years 3 & 4, and be paid according to Supplemental Level 'E', found in the current Agreement.

The parties agree that this MOU is binding and shall take effect, on the date of the last signature below. It shall hold no force and effect after June 30, 2017, except as to enforce any unresolved issues that precede that date. Should the parties, for any reason, mutually desire to extend the life of this MOU, it shall be annotated and signed accordingly. This MOU shall not be referenced in any way except as to enforce the provisions specifically contained herein. Any disputes arising from the execution of this MOU shall be resolved by mutual agreement of the parties, or subject to the contractual grievance procedure.

**FOR THE JAEA:**

**FOR THE BOARD**

\_\_\_\_\_  
Cheryl Manbeck, President                      Date

\_\_\_\_\_  
Superintendent                                      Date