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AGREEMENT

BETWEEN

JENNINGS LOCAL BOARD OF EDUCATION

AND

FORT JENNINGS EDUCATION ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022

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ARTICLE I ASSOCIATION RECOGNITION

The Jennings Local Board of Education (hereinafter referred to as the Board), recognizes the Fort Jennings Local Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as defined and set forth in O.R.C. 4117 for all certified staff members including by way of illustration only but not limitation, classroom teachers (K-12, special, vocational), librarians and/or media specialists and regularly employed tutors.

Any newly created position will be considered to be a part of the bargaining unit unless such employment position is among those excluded under O.R.C. 4117.

Wherever the term(s) "professional staff member", "staff member", "staff", "employee", or "teacher" appear in this Agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this Agreement.

Those excluded from the bargaining unit shall be the Superintendent, Principals, Assistant Principals, all other administrators, supervisors as defined in O.R.C. 4117, substitute teachers¹ and all other employees not included above.

In addition, certificated personnel not otherwise included in the bargaining unit and/or non-certificated personnel employed for supplemental/extra-curricular positions only shall not be considered to be members of the bargaining unit. However, the provisions above shall not be construed to prevent the Association from bargaining for salaries, fringe benefits, and other working conditions of supplemental positions which may be filled by members of the bargaining unit.

¹Any person employed as a substitute for sixty (60) or more consecutive days, in one school year, shall after sixty (60) days of service be granted sick leave, visiting days and other local privileges granted to regular teachers including a salary not less than the minimum salary on the current adopted salary schedule.

ARTICLE II ASSOCIATION RIGHTS

A. GENERAL

Upon notice, the Association shall have the right to use school buildings without cost for Association meetings provided no other school-related activities are scheduled for the area and time requested. Notice will be directed to the building principal or supervisor in charge of the building.

Upon approval of the building principal or administrator in charge of the building, the Association shall have the right to use the School District's word processing, computing and duplicating equipment, provided that the Association shall pay for all consumable materials used by the Association. Such approval to use such machines will not be unreasonably withheld.

The Association shall have the right to place notices, circulars and other materials in all staff mailboxes, and the Association may utilize the services of inter-school mail pick-up and delivery. It is understood that the use of this service will be reasonable.

The Association shall be accorded a reasonable amount of space on any bulletin boards located in the teachers' lounges.

The Association may use the school public address system for Association announcements in keeping with normal building procedures, and representatives of the Association may make announcements at the end of, but prior to the close of, school faculty meetings.

The Board will make available to the Association, upon reasonable request and in reasonable time, copies of all Board agendas, minutes and other information relevant to collective bargaining.

A representative of the Association shall be permitted to address the Board at each Board meeting, subject to the time limitations established by the Board for public participation and Board meetings. The Association may also arrange to be placed on the printed agenda by submitting a written request to the Superintendent three (3) days in advance of the meeting.

The Board will provide each employee covered by this Agreement a copy of the current Board policies and procedures affecting the terms and conditions of employment of said employees. One current copy of the complete Board policies, administrative manual and building handbook shall be kept in each building and shall be available to employees upon reasonable request.

The President of the Association or his/her designee and the UniServ consultant shall be allowed to visit schools in the District for the purpose of meeting with employees covered by this Agreement. During school hours, the President or his/her designee and the UniServ consultant shall make his/her presence known to the principal or in his/her absence his/her designee upon entering the building. It is understood that such visits will not interfere with the normal duties of the President, his/her designee or the staff member(s) to be contacted.

B. ASSOCIATION DUES DEDUCTION

Bargaining unit members may at any time until October 1 sign and deliver to the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association

and its affiliates. Such authorization shall continue in effect except that such authorization may be withdrawn during the period from September 1 through September 15 of each year for the term of this Agreement. Authorization may be withdrawn when said bargaining unit member gives timely written notice to the Treasurer of the Board to discontinue such deduction, or employment with the Board terminates.

Such deductions shall be made in equal amounts, for all individuals so authorizing, beginning with the last pay check in October and for each of the next pay checks until and including the last pay check in June. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of bargaining unit members from whom the deductions are made and the amount for each said bargaining unit member.

If a bargaining unit member gives written notice to the Treasurer of the Board to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer, by October 1, the names of said bargaining unit members making such request to withdraw dues authorization.

C. ASSOCIATION LEAVE

Staff members elected as officers or delegates to meetings of, or appointed to office in the Ohio Education Association, or other State and national organizations affiliated with the Ohio Education Association may, without loss of pay, attend official meetings of these bodies which are required of them in their elected or appointed positions. No expense for such meetings, other than substitute service, shall be paid by the Board. The collective total of the days which may be used for this leave shall not exceed five (5) days in any one school year.

D. NO REPRISAL

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership or non-membership in the Association or participation or non-participation in any of its activities.

ARTICLE III PROFESSIONAL NEGOTIATIONS PROCEDURES

A. BARGAINING TEAMS

The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than three (3) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith, that meaning to present proposals, consider proposals, offer counter-proposals, make considerations and concessions and provide positions on behalf of the party represented with the purpose of reaching agreement on issues being discussed.

B. "Good Faith" BARGAINING

All bargaining shall be in good faith, meaning: both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement.

C. BARGAINING IN EXECUTIVE SESSION

All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

D. LENGTH OF THE BARGAINING PERIOD

The bargaining period shall be forty-five (45) calendar days, not including the days needed to selection of the mediator or any subsequent days used to resolve an impasse.

E. CONSULTANTS

Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

F. INITIATING THE BARGAINING PROCEDURE

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Association.

G. THE INITIAL BARGAINING SESSION

The initial bargaining session shall be arranged within ten (10) calendar days of the date of the letter to initiate the bargaining procedure.

The first item of business shall be to establish an agenda, meaning: arranging the order of issues to be discussed during the bargaining period. Thereafter, no items shall be added to the agenda unless mutually agreed to by both teams.

The initial session, and all future sessions shall not adjourn until a time, place and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

H. TENTATIVE AGREEMENT

When an agreement is reached, the outcome shall be reduced to writing and submitted to the Association and Board for formal ratification. Following ratification by the Association and the Board, five (5) copies of the total agreement shall be signed by the President and Treasurer of the Board of Education, the Superintendent, the Association's President, Treasurer and Negotiations Chairperson. Both parties shall retain two (2) signed copies of the final Agreement which shall be

binding upon the parties. On or before thirty (30) days after its execution, one copy of the agreement shall be jointly submitted, pursuant to law, to the State Employment Relations Board, hereinafter referred to as SERB. When necessary, the provisions of this Agreement shall be reflected in the terms of individual contracts.

I. DISAGREEMENT

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under O.R.C. 4117.14.

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are herein provided.

If agreement is not reached on matters being negotiated at the end of the 45 day negotiating period or not later than 40 days prior to the expiration of this agreement or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

ARTICLE IV GRIEVANCE PROCEDURE

A. GRIEVANCE POLICY

The parties recognize that in the interest of effective and harmonious personnel relations, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.

B. DEFINITIONS

A grievance is a complaint involving the violation, misinterpretation or misapplication of this Agreement.

The term "grievant" or aggrieved shall include any member of the bargaining unit, group of members of the bargaining unit or the Association itself acting on behalf of itself or for any member or group of members.

"Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated, school observed or federally recognized holidays.

C. PURPOSE

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

D. GENERAL PROVISIONS

A grievance shall be considered settled if it is not carried forward to the next step within the time prescribed in this article. Time limits may be extended by mutual consent. It shall be the duty of both parties to process all grievances as quickly as possible.

When the grievant is not represented by the Association, the Association shall have the right, at its request, to have its representative present, to state the views of the Association and offer testimony at all stages of the grievance procedure.

The Association on its own may continue to process a grievance originally filed by an individual or group of bargaining unit members.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to such grievance, witnesses and representatives to be present. The president of the Association or his/her designee and the grievant shall receive at least twenty-four hours notice of all hearings held pursuant to these procedures.

E. GRIEVANCE PROCEDURE

Step One

The grievant shall first discuss the alleged grievance with his/her immediate supervisor.

Step Two

If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with such grievant's building principal. If such grievance is not lodged within thirty (30) working days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract or covered Board policy allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before the building principal. If such a hearing is requested, the principal and grievant shall mutually agree as to the time, place and date of the hearing. The employee may be represented by a representative of the Association at this hearing.

The building principal shall take action on the written grievance within seven (7) working days after the receipt of said grievance, or, if a hearing is requested, within seven (7) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Superintendent.

Step Three

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal within seven (7) working days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void. Upon request, a hearing shall be conducted by the Superintendent, or his designee, within seven (7) working days after the receipt of the request. The Superintendent, or his designee and the grievant shall mutually agree as to the time, place and date of such hearing. The grievant shall have the right to be represented at such hearing by a representative of the Association.

The Superintendent, or his designee, shall take action on the appeal or the grievance within seven (7) working days after receipt of the appeal, or, if a hearing is requested, within seven (7) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the building principal.

Step Four

If the action taken by the Superintendent, or his designee, does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent, or his designee, and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within seven (7) working days from receipt of the written memorandum of the Superintendent's, or his designee, action on said grievance shall be deemed a waiver of the right to appeal. The Superintendent, or his designee,

shall place the matter on the agenda for the next regular meeting of the Board of Education in a closed session. If the grievant so desires, he/she may have the matter placed on the agenda for the next Board meeting-hearing to be held in executive session. The aggrieved shall have the right to be represented at such meeting by a representative of the Association.

Within fifteen (15) days after the hearing before the Board, the Board will deliver to the grievant its written response to the grievance. If the Board's response does not resolve the grievance, the Association may submit the grievance to arbitration. The request for arbitration shall be made within ten (10) days of the Board's response at step four. The arbitrator shall, if possible, be selected by mutual agreement of the parties. If such selection is impossible, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, whereupon the parties shall mutually agree on an arbitrator, but failing to mutually agree, shall within fifteen (15) working days after receipt of the panel, alternatively strike names from said panel until one remains. The arbitrator's authority shall be limited to determining the meaning or application of the terms or provisions of this Agreement, and the arbitrator shall not have authority to add to, substitute for, subtract from, modify or otherwise change the provisions of this Agreement. The decision of the arbitrator shall be final and binding. The costs of the arbitrator shall be borne equally by both parties.

GRIEVANCE PROCEDURE FORM

STEP _____

Aggrieved Person, Person, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

Initiated as step _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Have you discussed this with your immediate supervisor? Yes No

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision & Reasons Therefore _____

Date _____ Signature _____

Administrative Representative

Signature _____

Aggrieved and/or Association Representative *

LEVEL TWO (Formal) Decision & Reasons Therefore _____

Date _____ Signature _____

Administrative Representative

Signature _____

Aggrieved and/or Association Representative *

LEVEL THREE (Formal) Decision and Reasons Therefore _____

Date _____ Signature _____

Administrative Representative

Signature _____

Aggrieved and/or Association Representative *

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS
NECESSARY.

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

ARTICLE V EMPLOYMENT PRACTICES

A. CONTRACT SEQUENCE

The initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one (1) year. Thereafter, if the teacher is not eligible for continuing contract status and is reemployed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than:

First Renewal	-	One Year Contract
Second Renewal	-	One Year Contract
Third Renewal	-	Two Year Contract
Fourth Renewal	-	Five Year Contract
Subsequent Renewal	-	Five Year Contract

The Board of Education may re-employ a teacher eligible for a five year contract with a two year contract or a teacher eligible for a two year contract with a one year contract provided in either case the Board of Education has provided the teacher written reasons with recommendations for improvement, by April 30th, for offering the teacher re-employment for a shorter term.

The above contract sequence and renewal terms shall not be applicable to any teacher when that teacher becomes eligible for continuing contract status. When a teacher becomes eligible for continuing contract status, the provisions of O.R.C. 3319.11 shall apply with respect to the reemployment of the teacher.

Teachers will maintain all educational licenses they held at the time of hire unless superintendent approved.

B. ASSIGNMENTS/REASSIGNMENTS

Prior to the end of each school year, each principal will meet with each staff member to discuss proposed assignments for the next school year, if any changes are being considered.

If a change in assignment is made, a written notice authorized by the Superintendent will be given to all affected individuals prior to July 15. Such notice will include the following:

The subject(s) and or grade(s) to be taught, and, as such information becomes available:

- a.) The number of pupil contact periods and/or preparations per day (wherever applicable), and the number of pupils per period (for secondary assignments or specialists) or;
- b.) The number of pupils per day (for primary/elementary or self-contained assignments).

In the event reassignment becomes necessary after July 15 or during the school year, the teacher(s) involved will be given thirty (30) days notice unless it is not possible to give such notice due to the circumstances necessitating the reassignment, except that any change in assignment to a position

outside the affected teacher's field of certification or to a position at which the teacher has little recent experience after the above assignment notification has been given will be worked out mutually with the affected staff member(s).

When involuntary transfer/reassignment is necessary, length of service in the school system, length of service in the building, number of previous transfers/reassignments, the area of certification, and any other relevant factors will be used in determining which teacher is to be transferred/reassigned.

If two (2) or more persons are equally qualified, the person(s) with the greatest seniority will be given their choice of transfer/assignment.

Whenever a teacher is reassigned, such teacher will have the opportunity to discuss the reassignment and the reasons for such reassignment with the Superintendent. Upon request, the affected member will be given the reasons for the transfer/reassignment in writing.

If several assignments are available, staff members subject to involuntary transfer/reassignment shall be offered a choice of available transfer/assignments for which they are qualified at the time any transfer/reassignment is being considered.

Any staff member subject to involuntary transfer/reassignment may choose to resign without prejudice and will be held harmless of O.R.C. 3319.15. Further, the administration will, upon request or inquiry, give a recommendation which is unbiased by the resignation.

C. POSTING AND FILLING OF VACANCIES

Regular teaching vacancies, newly created positions and supplemental vacancies shall be posted on the bulletin board in each of the teacher work/lounge rooms as they become known. Upon submission of a written request, a staff member shall be mailed a copy of any postings during the summer or when school is not in session. Information to be included in each posting shall include the following:

1. Position(s) available
2. Requirements for the position
3. Deadline for submission of applications, which shall be no less than ten (10) days after the date of the posting.
4. Effective or projected starting date
5. Any additional pertinent information.

In filling the posted vacancy, staff covered by this agreement shall be considered first and considered in order of seniority, before outside applicants are considered.

When selecting a candidate to fill a vacancy, the following criteria shall be considered:

1. Seniority in the school district
2. Individual qualifications and experience

3. Instructional requirements
4. Ability and/or willingness to perform supplemental duties
5. Special criteria established by the administration or Board to achieve staff balance or better staff utilization.

If two (2) candidates are otherwise equally qualified, the vacancy and/or new position shall be filled on the basis of seniority within the school system.

D. VOLUNTARY REASSIGNMENT

Any teacher desiring to change his/her building location and/or subject and/or grade level assignment shall so notify the Superintendent in writing. Such requests shall include, in order of preference, the grade(s) and/or subject(s) to which the individual desires to be transferred and the building(s) to which he/she desires to be transferred/reassigned. All such requests shall expire on September 1. While such requests may be submitted at any time, they should be submitted prior to February in order to receive full consideration in scheduling the ensuing school year. Requests for voluntary reassignment on file with the Superintendent shall be considered along with all other applications for a posted vacancy in accordance with procedures set forth above in this Article.

When a staff member applicant is not selected for a posted position, the Superintendent or his designee will, upon written request, provide the affected staff member written notice as to the reason(s) why the requested transfer/reassignment or selection was not approved. Such notice shall be provided to the affected staff member within five (5) days after the request is received.

E. EVALUATIONS

1. General

Teacher evaluations will follow procedures for evaluation in conformance with the framework for evaluation of teachers developed and maintained by the State Board of Education in compliance with Ohio Revised Code 3319.111, 3319.112, and 3319.113.

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Prior to OTES legislation in July 2020, the OTES policy will be developed in consultation with the teachers.

2. Due Process

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

3. Academic Freedom

The parties acknowledge their mutual desire to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the United States Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each teacher must be mindful that his/her presentation(s) must be open-minded, fair, responsible, and respect the differing opinions of others.

Within curriculum guidelines and/or school scheduling requirements, the teacher, as a recognized professional, shall have the right and responsibility to choose those instructional methods he or she deems to be appropriate and effective with a given group of students.

Legitimate differences of opinion expressed in a professional manner shall not be grounds for charges of insubordination or any other form of reprisal.

Teachers shall be expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

F. PERSONNEL RECORDS

Official personnel files of all staff members shall be maintained only in the office of the Superintendent and shall be considered the only official file of recorded information of staff members maintained by the Board and Administration. All such personnel files shall be considered strictly confidential, except for that information which is "directory information".

Upon reasonable advance request, individual staff members shall be able to review their personnel files in the office of the Superintendent. The staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

In addition to the individual staff employee, the individual members of the Board of Education, Superintendent, and building principals directly related to supervision of that staff member shall have access to such personnel files.

Prior to placing an evaluation, complimentary or derogatory material in a staff member's file, said staff member shall be provided the opportunity to read and initial the material. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material. The initials or signature of a staff member shall not constitute agreement with the contents of the file material.

The staff member will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in his/her file and shall have the right to obtain a photostatic copy of any item in his/her file upon payment of the cost of the photocopying such material.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. If any materials or information contained in the personnel information system are inaccurate, irrelevant, untimely, or incomplete, they shall be removed from the system.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Any material that is negative or derogatory in nature, other than evaluations, shall be removed from an employee's personnel file after a period of three (3) years.

Staff members may submit letters of merit which shall be placed in their file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to O.R.C. 1347.

G. FAIR DISMISSAL

Language in this contract is now deleted with the understanding that the parties will resort back to state statutes for Fair Dismissal.

H. REDUCTION IN FORCE

When the Board determines it is necessary to reduce the number of certified staff positions due to decreased enrollment, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, or for financial reasons, the provisions of Ohio Revised Code 3319.17 will apply.

I. HEARINGS

A teacher shall at all times be entitled to have present a representative of the Association whenever requested to meet with the administration or when being reprimanded, warned or disciplined for any infraction of rules.

J. TECHNOLOGY

The Board agrees that no adverse action will be taken against any bargaining unit member as the result of a breach not the fault of the bargaining unit member in the software programs utilized within

the District as part of the required methods of reporting students' grades, attendance, classroom activities, and/or communicating with parents or guardians.

ARTICLE VI LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time staff member shall 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-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred (200) days.
2. Each newly-hired staff member of the Board who has no accumulated sick leave, or any staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Additional days of sick leave may be granted before they are earned upon approval of the Board of Education. Any such days of sick leave shall be considered to be a part of the total accumulation to which the employee would be entitled for the full year of employment. Each staff member under regular, full-time contract will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month while on sick leave.
3. Any staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
4. A staff member reemployed by the Board, who since leaving the employ of the Board, has been employed by another board(s) of education or by state, county or municipal government(s) in Ohio, will receive full credit up to one hundred ninety-five (195) days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.
5. Any staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county or municipal government in Ohio will receive full credit up to one hundred ninety-five (195) days for the sick leave accumulated in this previous employment.
6. Staff members absent for purposes of sick leave when school is cancelled and when staff are relieved of their regular duties for that day, will not be charged with sick leave.
7. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

When such absence is for any of the permissible reasons above other than personal illness, injury, pregnancy, disability or exposure to contagious disease which could be communicated to others, such absence shall be used to attend to the illness, injury or death in the immediate family.

a. Injury and/or illness in the immediate family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.

b. Death in the family

In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

8. Each staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. Whenever an employee uses paid sick leave for five (5) consecutive days or more, appropriate verification may be required to justify the use of such sick leave.

B. PERSONAL LEAVE

All full-time teachers and employees shall have three (3) days of paid personal leave. All three (3) days shall be unrestricted except girls' or boys' state basketball tournaments.

Requests for those days will be approved only when: you are a Jennings Local coach in that sport, coach in another district in that varsity sport, *employed in a role by the OHSAA*, one of the participants is an immediate family member (as defined in Article 6 of the agreement under sick leave) or employee's district of residence except in cases of emergency or where the reason for such request is not within the control of the employee and must be approved by the Superintendent only.

1. This personal leave is to be used for matters which cannot be scheduled outside the regular hours. Part-time employees shall be granted three (3) days of personal leave equivalent to their employment schedule.
2. Notification for personal leave should, except in case of emergencies, be made to the building principal or to the Superintendent at least twenty-four (24) hours, where possible, prior to such leave.
3. Personal leave is limited to no more than two teachers per day during the month of May, except in the case of emergencies.

C. PROFESSIONAL LEAVE

Released time of at least two (2) days to attend professional meetings, conferences, workshops, visitations or other such training activities will be granted to each staff member to provide the opportunity for professional advancement. Additional released time will be granted to the head basketball and assistant coaches to attend the State Basketball

Tournament and/or any other staff members to attend conferences, meetings, workshops or any other related activities where such attendance is requested by the Board or Administration.

Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Unless knowledge of the meeting comes after the deadline indicated below, all requests for professional leave will be submitted to the Superintendent on approved leave forms at least ten (10) days prior to the date for which professional leave is requested. Requests for professional leave shall be granted in the order in which they are received. No more than three (3) staff initiated requests for professional leave will be granted for any one day.

Approved reimbursement will be paid for the necessary and reasonable expenses of:

1. Use of privately owned automobile on a cents per mile basis at the Board approved rate per mile of \$.55. If the IRS rate should fall below \$.55, the IRS rate will be followed.
2. Meals necessary and actual approved expenditures as certified by receipts, to a maximum of \$35.00 per day.
3. Preapproved necessary lodging supported by receipts to a maximum of \$80.00/day.
4. Conference registration.

The Superintendent may, at his discretion, grant additional professional leave under this article. Should leave requests for additional days be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without the loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to the actual number of days of the conference unless otherwise approved by the Board of Education.

D. CHILD CARE

Any certified staff member, male or female, who wishes to remain home with a newly-born infant or newly-adopted child shall file a request for child care leave with the Superintendent no later than thirty (30) days prior to initiating said leave.

The Board will grant an unpaid child care leave for the remainder of the school year in which the leave is requested provided the request is made and the leave begins prior to March 1. If the request is made and the leave begins on March 1 or thereafter, the leave may be for the remainder of the school year in which the leave is requested and/or for the next succeeding semester.

A teacher returning from child care leave shall be assigned to a position within his/her area of certification.

The term of a teacher's limited contract shall not be extended by child care leave.

E. ASSAULT LEAVE

An employee who is physically assaulted while performing his/her work duties which results in the employee being unable to perform his/her duties shall be entitled to assault leave. Said leave shall be for a maximum of ten (10) days per work year, which leave shall not be chargeable to sick leave or any other leave, and shall be at no loss of pay. Assault leave shall not be accumulative.

In addition to a full disclosure of the circumstances surrounding the assault, a physician's statement verifying the employee's disability may be required by the Superintendent when assault leave is requested.

F. JURY DUTY LEAVE

Members of the bargaining unit upon notification to the superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court. Upon submission of proof of jury service the teacher shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with O.R.C. 2313.34 and 3313.21.

G. DOCK DAYS

In the event a dock day must be used, Jennings Local Board of Education will not pay health and dental benefits for the dock day. If a dock day is used, the per diem for salary and rate for the benefit of insurance will also be deducted. In the case of employee's STRS is affected, it is the employee's responsibility to reimburse the Board of Education the share related to dock days.

ARTICLE VII COMPENSATION AND FRINGE BENEFITS

A. PAYROLL PRACTICES

1. The basic salary or hourly rate of each member of the bargaining unit covered by this agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule.
2. Each member of the bargaining unit employed by the Board shall be given credit for up to ten (10) years of service outside the district, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed ten (10) years of service for proper placement on the salary schedule.
3. One year's teaching experience shall be defined as not less than one hundred

twenty (120) days of teaching experience in the same district during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

4. In order to insure proper placement on the salary schedule, each newly employed teacher or any teacher with an advancement in professional training shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board treasurer no later than September 15.

Masters 15 shall mean any Master's Degree with 15 graduate hours earned after the issuance of the Master's Degree. Masters 15 hours must be in licensure area relative to teaching assignment.

5. The contract year will be divided into twenty-six (26) equal pay periods. Pay days shall be on alternate Fridays throughout the school year beginning no later than the second Friday of the regular school year. When Friday falls on a holiday, the direct deposit will be made the day before the holiday. All employees will have their checks deposited directly into their bank account of choice. Direct Deposit notice will be e-mailed to all employees.

Those individuals employed on any supplemental contract may elect to receive their pay for such supplemental duties by either of the following methods:

- a. The total supplemental salary will be added to the regular contract salary for the year, divided by 26 pays, and received every pay period.
- b. The supplemental salary will be paid on one lump sum upon completion of the duties required by such supplemental contract.

B. SALARY SCHEDULE - See Appendix A

1. The Board of Education reserves the right to clearly assign one additional duty non-supplemental duty without extra pay to all teaching personnel.
2. All Daily Rates of Certificated Employees are figured on 182 Days in School Year, which includes 2 days of Teachers' Meetings.

C. STRS PICKUP

Employee contributions to the State Teachers Retirement System will be picked up by the Board upon behalf of each employee in the bargaining unit on the following terms and conditions:

1. An amount equal to the employee's total contribution to STRS including contributions on supplemental earnings be picked-up and paid on behalf of each employee. The employee's annual compensation shall be reduced for purposes of State and Federal income tax only by an amount equal to that picked-up and paid by the Board as set forth in this division.
2. The Board shall compute and remit its statutory required contributions to STRS based upon

annual salary and/or earned compensation which includes the amount of pick-up computed herein.

3. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment for all leaves - sick leave, personal leave, professional leave; severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated based upon the employee's daily gross pay prior to any reduction for "pick-up" purposes (e.g. gross pay divided by the number of days in the individual's contract).

If necessary, the Board Treasurer will prepare and distribute an addendum to each employee's contract which states that the employee's salary consists of:

1. A cash component
2. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee.

D. EXTRA-CURRICULAR PAY SCHEDULE

<u>POSITION</u>	<u>RATE</u>	<u>POSITION</u>	<u>RATE</u>
<u>ATHLETICS</u>			
Athletic Director	12.00%	Pep Band/Extra Act. **	6.20%
Athletic Events Supervisor	6.50%	Band Director/Extend. Serv.	10 Days
Athletic Secretary	\$500	Senior Class Play	4.50%
		Musical Director	9.00%
		Musical Asst Director	4.00%
<u>BOYS BASKETBALL</u>			
Varsity Coach	15.00%	Extend Service:	
Varsity Assistant	3.00%	Guidance	14 Days
Reserve Coach	10.00%		
8th Grade Coach	4.00%	Science Day Coordinator	4.50%
7th Grade Coach	4.00%	Asst. Science Day Coord.	3.00%
Jr. Hi. Assistant Coach	3.00%	Envirothon Advisor	3.00%
Elementary P.E. Program	3.50%		
<u>GIRLS BASKETBALL</u>		Art Show Coordinator (Set	\$300 Max
Varsity Coach	15.00%	Amount)...\$50 per show up	
Varsity Assistant	3.00%	to a max of six shows at	
Reserve Coach	10.00%	which FJ student artwork is displayed	
8th Grade Coach	4.00%		
7th Grade Coach	4.00%	Elem Student Council	\$100
Jr. Hi. Assistant Coach	3.00%	H.S. Student Council	5.00%
Elementary P.E. Program	3.50%	National Honor Society	3.50%
Baseball Coach	7.00%	Yearbook Advisor	4.00%
Baseball Varsity Asst	4.00%	Home Page Advisor	1.00%
Softball Coach	7.00%	HS Math Competition Advisor	\$500
Softball Assistant Coach	4.00%	Academic Advisor	3.50%
		JV Academic Advisor	3.50%
Golf Coach	4.00%	Sr. Class Advisor (2)	1.5% each
Var. Cheerleader Adv.	4.00%	Jr. Class Advisor (2)	1.5% each
Asst (Jr. Hi.) Cheer Advisor	3.00%		
		7,8,9,10 advisors will be paid \$50 IF	
Track	7.00%	fund-raiser requires after-school hours	
Asst. Track	5.00%		
Asst. Track	5.00%	Resident Educator/Mentor	\$500
Junior High Track	4.00%	Online Instructor/Mentor (per course)	\$100
		LPDC Members	\$20/hr
		Summer School	\$20/hr
		Home Instruction	\$20/hr
Boys Varsity Soccer	7.00%	Saturday School Monitor	\$10/hr
Boys Varsity Asst	4.00%		
Girls Varsity Soccer	7.00%	(**Required attendance at all home	
Girls Varsity Asst	4.00%	basketball games & at least 2 concerts	
		during the school year)	

1. Extended service is paid at the affected staff member's per diem rate.

All percentage payments are based on categorical experience in the Board approved B.S. Salary Schedule. Experience steps on the B.S. schedule will be the same as for classroom teaching. All assigned duties MUST CONFORM to Board Approved Job Descriptions. Where the responsibilities for a supplemental assignment ordinarily assigned to a single individual are assumed by two or more people, the salary will be divided equally among those assuming the supplemental assignment.

The Jennings Board of Education will recognize up to five years (5) of experience in any approved Extra-Curricular job category. To get job experience credit for a particular sport, the coaching (varsity or assistant); must have been done in that particular sport.

The Board reserves the right to adjust extra-curricular duties to best meet the current needs, and to cancel any programs that do not have sufficient numbers for a team, without financial obligation. All Extra-Curricular in Athletics (all coaches and cheerleader advisor) and the Marching Band Director - MUST TAKE A C.P.R. COURSE ANNUALLY.

2. Supplemental contracts for all staff members will be considered as expired at the completion of their respective seasons, or after the completion of duty for the year for which supplemental contract was issued. The Board will not be required to give written notice of non-renewal/expiration of any supplemental contract to affected staff after duties have been performed/or the season set forth in the supplemental contract has been completed.

Except in the case of spring sports or incomplete extracurricular programs, the Board will make known to bargaining unit staff its intention to rehire staff for such supplemental positions within five (5) days following the regular April Board meeting. With regard to spring sports or other extracurricular incomplete or on-going at the time of the April Board meeting, the Board will make known its intention to rehire such staff not later than five (5) days following the regular June Board meeting. With regard to cheerleading, the Board will make known its intention to rehire such staff not later than five (5) days following the regular March Board meeting.

E. PROFESSIONAL DEVELOPMENT

The Jennings Board of Education and the Fort Jennings Education Association believe that a comprehensive professional development program for teachers is beneficial to the school system. Therefore, the parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the area of their specification.

The Jennings Board of Education will budget \$6,500 to be used for the Educational Development of the certificated staff. Payment is to be made for tuition only. Any monies from the allocation not used in one calendar year cannot accumulate and be used in the following years. Should it appear that the fund will become exhausted before all applicants have been paid, the fund will be pro-rated among the applicants according to the number of quarter or semester hours each applicant has taken. Itemized proof of cost must be shown to get reimbursed. Grade in course must be a "C" or higher for reimbursement. **Prior approval for non-degree course.**

The tuition will be paid only if the following guidelines are adhered to:

1. Application should be submitted to the Local Superintendent.
2. Courses must be recognized accredited college courses. Correspondence courses from accredited colleges will be approved. College credit earned from workshop participation will also be approved.
3. If tuition is being paid by some other source (Grant, Government, etc.), the teacher will not be eligible.
4. Each teacher will be limited to payment of \$200 per quarter hour for up to 10 quarter hours or \$300 per semester hour for up to 8 semester hours per year if course is in content area or to obtain College Credit Plus Certification. If course does not meet the criteria above, the reimbursement will be \$100 per quarter hour for up to 10 quarter hours or for \$125 per semester hour for up to 8 semester hours, with prior approval.
5. Tuition reimbursement will be made only after the successful completion of the approved course.
6. Any work taken beyond the Master's Degree will not be eligible for reimbursement, unless the course is in the subject area the certificated staff member is teaching, or a course approved by the Superintendent and the FJEA president.
7. In order to receive reimbursement, grades must be submitted to the Superintendent by September 15th of the current school year.

F. RETIREMENT INCENTIVE PROVIDING UP TO ONE ADDITIONAL YEAR OF EMPLOYMENT

1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is first eligible for retirement under STRS (30 years of service at any age, 25 years and 55 years of age, or five years of service and 60 years of age) and who has been employed in the school district for at least five (5) years.
2. To be eligible, the bargaining unit member must apply for this incentive in the first year of eligibility.
 - a. Bargaining unit members who meet or exceed the qualifications set forth in paragraph 1 by May 31, 2010 and wish to apply for this incentive, shall have a one-time opportunity to participate by submitting their application for the retirement incentive by August 15, 2010.
 - b. Bargaining unit members who do not meet or exceed the qualifications set forth in paragraph 1 prior to the end of 2010-2011 school year must submit their application for this incentive by March 1 of all subsequent school years to be considered for employment under this provision for the next school year.
3. The Board will act to accept the bargaining unit member's application and resignation due to retirement. The employee's retirement cannot be effective prior to the end of the student year.
4. For each qualified bargaining unit member, who is eligible for the incentive, and subject to the conditions set forth in paragraph 7 below, said bargaining unit member shall be entitled to

employment for two (2) additional semesters beyond the bargaining unit member's retirement date.

5. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Contract, except for the exclusions contained in subsection 7, and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits package (to include insurance) for which the bargaining unit member is eligible.
6. The rehiring of a retiree to the same position the retiree held the previous school year shall be contingent on the completion of the requirements set forth in O.R.C. 3307.353.
7. The employment of the bargaining unit member in good standing shall end on June 30th without any further action by the Board. The parties intend the provisions of this Article to supersede the requirements of O.R. C. 3319.16, 3319.11, and 3319.111. However, the Board must follow the requirements of O.R. C. 3319.16 to terminate an employee's contract prior to the end of the year following retirement established by this Article.

G. SEVERANCE PAY

Any certified employee of the school district with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire shall be paid 27.5% of his/her unused sick leave to a maximum of forty-five (45) days. If retirement is board approved by January 1 (exception of 260 employees), the maximum severance days paid would be fifty (50) days.

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent any employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Unless the Board receives written notice within 180 days from the employee electing not to pay severance pay, the Board shall forward such payment as below.

Severance will be paid to Voya Financial Services Jennings Local Schools 403b Accumulated Leave Plan if eligible. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached as Appendix B or in the absence of a beneficiary designation, severance is to be paid then to the estate of the deceased employee (see O.R.C. 2113.04).

H. SICK LEAVE/PERSONAL LEAVE - NON USE BONUS

For each nine (9) week period during the regular school year in which no sick leave is used, a bonus of \$60 will be paid. Such bonus will be paid to eligible employees at the close of the first pay period following the close of the nine week period.

For each full day of unused personal leave, a bonus of \$55 will be paid. Such bonus will be paid at the close of the first pay period following the close of the school year.

If a staff member must leave for illness (doctor's appointment or other medical reason) during the school day, no sick leave will be charged if the amount of time absent is 40 minutes or less.

These occurrences must be kept to a minimum. The maximum allowed for a school year will be four such occurrences.

This forty (40) minutes restrict also applies in the same manner for non-sick (personal leave) absences.

I. INSURANCE COVERAGE

The Board will provide the insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board, for certified employees now or hereafter employed and his/her family. Employees are required to complete enrollment forms indicating the desired coverage, i.e. family coverage, single coverage, etc.

Certified staff employed less than full-time but more than half (1/2) time will be entitled to a Board paid contribution toward their hospital, surgical, major medical and dental of half (1/2) of the amount provided for full-time staff.

For those that elect any of the insurance coverage below, the Board will provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences due to illness, as specified in the Ohio Revised Code, for which the employee may use sick leave or any other paid leave of absence. Employees on all other unpaid leaves of absence including but not necessarily limited to (maternity, sabbatical, etc.) may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

1. HOSPITALIZATION

The Board shall purchase from a carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each full-time certificated employee now or hereafter employed and his/her family.

The Board of Education shall pay 85% of the family insurances. The Board of Education shall pay 90% of the single insurance and any increases during the life of this contract.

If the High Deductible Health Plan (HDHP) is selected the Board of Education shall contribute \$2,000.00 per year per Family Plan, \$1,200.00 per year per Single Plan, into the Health Savings Account for years 2019/2020, 2020/2021, & 2021/2022. The contributions will be made as follows: 65% on January 15th and 35% on September 15th. American Fidelity will be the Administrator of the HSA.

2. DENTAL INSURANCE

The Board shall purchase from any carrier licensed by the State of Ohio, employee and family dental insurance protection for each certificated employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of this program up to \$65.00 per month, per covered employee, shall be paid by the Board. Any increase in the cost of this plan shall be paid by the employee via payroll deduction.

3. VISION INSURANCE

The Board shall purchase from any carrier licensed by the State of Ohio, employee and family vision insurance protection for each certificated employee now or hereinafter employed who is a member of the bargaining unit and enrolled in the dental insurance plan.

The full cost of this program up to 50% per month, per covered employee, shall be paid by the Board.

4. SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The IRS Section 125 Plan offered shall include a flexible spending account (FSA). The Board will put into participating employee's accounts for medical reimbursements the following amounts: two hundred dollars (\$200) for those enrolled in the family plan and one hundred dollars (\$100) for those enrolled in the single plan. These amounts are only provided if the employee matches the Board amount and is only available to those employees taking insurance through the Jennings Local School District. This Plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental and/or prescription drug bills.

5. PAYMENT IN LIEU OF INSURANCE

In the event two or more bargaining unit members decline the health insurance benefit provided pursuant to this agreement, each member of the bargaining unit that declines such health insurance shall be paid the amount of \$1,200.00 in lieu of said health insurance for each year the bargaining unit member declines the said health insurance. The \$1,200.00 payment shall be made in September of the school year succeeding the school year for which the said insurance was declined.

A bargaining unit member who declines health insurance may elect to participate in the health insurance program provided:

1. such enrollment is the result of the involuntary loss of the Non-Board Plan (spouse's company ceased to provide coverage, death of spouse, loss of employment, divorce, etc.)

or

2. such enrollment occurs at the annual open enrollment period.

Should any participant in this plan elect to enroll in the Board Medical Plan at any time during the fiscal year, the cash benefit will be prorated to the point of enrollment.

Certified staff employed less than full-time but more than half time will be entitled to half (1/2) of the amount provided for full-time staff.

J. SATURDAY SCHOOL MONITORS

Saturday School sessions will be held when necessary from 8:00 a.m. until 12:00 p.m. Those who volunteer to monitor the Saturday School session will be paid at a rate of \$10.00 per hour.

ARTICLE VIII WORKING CONDITIONS

A. SCHOOL YEAR

The length of the school year shall be 182 days, which shall include one day at the beginning of the school year for teacher orientation, two days, which are part of the state mandated 180 days of instruction for parent-teacher conferences, the work day following the last student day for the completion of yearly tasks and recordkeeping.

Option – If the teacher attends graduation exercises, they will be permitted to leave at 12:00 p.m. on the teacher workday provided all required checkout procedures and functions have been properly completed.

The official closing of schools by the Superintendent of Schools on account of severe weather, other reasons deemed necessary by the Superintendent, or other emergency conditions shall not result in loss of pay or additional days of work without pay for the first five (5) full days of calamity. All days that must be made up beyond these shall be without any additional pay. Any additional hours will not be made up until we fall below the state minimum required hours.

B. LESSON PLANS

1. Teachers shall maintain lesson plans which meet the minimum requirements of the State Department of Education and which set forth with sufficient clarity what is to be taught, the teacher's objectives and goals for the class and the scope of and sequence to be followed in the course. Lesson plan books should be left where accessible to substitute teachers. If the plan book is at home, such teachers should call in plans.

2. A teacher with less than two years local teaching experience shall be required to submit weekly lesson plans to the building principal one week in advance.
3. If a teacher knows of advanced or continued absence, he or she shall provide a detailed plan for the duration of the absence.
4. All teachers shall maintain a current schedule card, text book title list, and room number information sheet. The building principal shall keep this information in his/her file for the use of a substitute.
5. Any teacher remiss in any of the above guidelines shall have a conference with the principal on a mutually agreed upon date and time. Specific written reasons for the conference shall be given to the teacher and the Local Superintendent.

C. TEACHING ENVIRONMENT

1. Professional staff members will not be required to perform duties normally assigned to the custodian.
2. An electric duplicating machine will be made available in each school for the use of professional staff members in preparing instruction materials, or the administration will have someone available to operate these machines during normal school hours.
3. Upon request, available electric typewriters and other office machines and equipment when not engaged for routine use may be used by professional staff members for preparation of instruction materials.
4. Classroom interruptions by the public address system will be kept to a minimum.

D. TEACHER DUTY TIME

1. When school is not delayed or dismissed due to weather calamity or otherwise, all teachers will be required to be in the building fifteen (15) minutes prior to the start of the school day and in their home rooms ten (10) minutes prior to the student school day. The school day will start for all teachers at 8:00 a.m.
2. When the buses are delayed one hour, all classes will begin at 9:00 a.m.
3. When the buses are delayed two hours, all classes will begin at 10:00 a.m.
3. When buses are delayed three hours, all classes will begin at 11:00 a.m. All teachers will be required to be in the building fifteen (15) minutes prior to the start of the school day and in their home rooms ten (10) minutes prior to the student school day. The school day will start for all teachers at the respective class start time on delay days.
4. Unless otherwise approved by the building administrator, and except during a teacher's thirty

minute duty free lunch period, teachers will be available until school dismissal.

5. Teachers should notify the school if they know that they will be tardy beyond fulfilling their assigned duties.
6. Teachers who are not here on time to fulfill their normal duties will have a conference with the building principal that day. If the problem is not rectified it should be referred to the Superintendent.

E. ENTRY YEAR PROGRAM

The entry year program for the district shall be established at the county level and operated according to the Putnam County ESC established guidelines. Mentor and mentee compensation will be provided in accordance with the PCESC guidelines. The Board will assume full responsibility for this program in the event that adequate funding is no longer available through the Putnam County ESC.

F. IVDL

No teacher shall be laid off or have his/her hours reduced as the result of the offering of courses through the Interactive Video Distance Learning Program

ARTICLE IX OTHER PROVISIONS

A. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws of the constitution of the State of Ohio, including as set forth in R. C. 4117.08, except as expressly limited by the terms of this Contract or by as may be limited by law.

B. SEPARABILITY

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. In such event, the parties agree to meet and negotiate within thirty (30) days after learning of the invalidity or unenforceability of the provision to negotiate a replacement for such provision.

C. ANNUAL NOTICE OF SALARY WAIVER

The Board of Education and the Ft. Jennings Education Association hereby agree to waive the salary notification requirements set forth in O.R.C. 3319.082. Hereafter, the Board of Education shall provide such salary notification following ratification of any newly negotiated agreement or salary reopener in which new salaries are a part of the Agreement.

D. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022, both dates inclusive. This Agreement shall be the base from which future negotiations shall proceed. If any provision in this Agreement is not modified or deleted through future negotiations, it shall be carried forward automatically, in writing, into each successor Agreement.

Nothing in this Agreement shall prohibit the parties, by written mutual agreement between them, to enter into negotiations at an earlier date than indicated in this article.

EDUCATION ASSOCIATION

By: Diane Vorst
(President)

By: Cheryl Von Lehndor
(Treasurer)

By: Ken Hirstine
(Negotiations Chairperson)

BOARD OF EDUCATION

By: Cliff Wiegman
(President)

By: Dianne Armstrong
(Treasurer/Secretary)

By: Nicholas J. B.
(Superintendent)

School Name: Jennings Local
 County: Putnam
 Base Salary: \$33,446

1.025

IRN#: 49338

School Year: 2019-2020

Step	Ratio/ Index	Non-D	Ratio/ Index	BA	Ratio/ Index	BA+	Ratio/ Index	MA	Ratio/ Index	MA+
0	0.8650	28,931.00	1.0000	33,446.00	1.0380	34,717.00	1.0950	36,623.00	1.1150	37,292.00
1	0.9000	30,101.00	1.0380	34,717.00	1.0810	36,155.00	1.1430	38,229.00	1.1630	38,898.00
2	0.9350	31,272.00	1.0760	35,988.00	1.1240	37,593.00	1.1910	39,834.00	1.2110	40,503.00
3	0.9700	32,443.00	1.1140	37,259.00	1.1670	39,031.00	1.2390	41,440.00	1.2590	42,109.00
4	1.0050	33,613.00	1.1520	38,530.00	1.2100	40,470.00	1.2870	43,045.00	1.3070	43,714.00
5	1.0400	34,784.00	1.1900	39,801.00	1.2530	41,908.00	1.3350	44,650.00	1.3550	45,319.00
6	1.0400	34,784.00	1.2280	41,072.00	1.2960	43,346.00	1.3830	46,256.00	1.4030	46,925.00
7	1.0400	34,784.00	1.2660	42,343.00	1.3390	44,784.00	1.4310	47,861.00	1.4510	48,530.00
8	1.0400	34,784.00	1.3040	43,614.00	1.3820	46,222.00	1.4790	49,467.00	1.4990	50,136.00
9	1.0400	34,784.00	1.3420	44,885.00	1.4250	47,661.00	1.5270	51,072.00	1.5470	51,741.00
10	1.0400	34,784.00	1.3800	46,155.00	1.4680	49,099.00	1.5750	52,677.00	1.5950	53,346.00
11	1.0400	34,784.00	1.4180	47,426.00	1.5110	50,537.00	1.6230	54,283.00	1.6430	54,952.00
12	1.0400	34,784.00	1.4643	48,975.00	1.5754	52,691.00	1.7142	57,333.00	1.7342	58,002.00
13	1.0400	34,784.00	1.4643	48,975.00	1.5754	52,691.00	1.7142	57,333.00	1.7342	58,002.00
14	1.0400	34,784.00	1.4643	48,975.00	1.5754	52,691.00	1.7142	57,333.00	1.7342	58,002.00
15	1.0400	34,784.00	1.4738	49,293.00	1.5904	53,193.00	1.7342	58,002.00	1.7542	58,671.00
16	1.0400	34,784.00	1.4738	49,293.00	1.5904	53,193.00	1.7342	58,002.00	1.7542	58,671.00
17	1.0400	34,784.00	1.4738	49,293.00	1.5904	53,193.00	1.7342	58,002.00	1.7542	58,671.00
18	1.0400	34,784.00	1.4738	49,293.00	1.5904	53,193.00	1.7342	58,002.00	1.7542	58,671.00
19	1.0400	34,784.00	1.4738	49,293.00	1.5904	53,193.00	1.7342	58,002.00	1.7542	58,671.00
20	1.0400	34,784.00	1.4928	49,928.00	1.6204	54,196.00	1.7742	59,340.00	1.7942	60,009.00
21	1.0400	34,784.00	1.4928	49,928.00	1.6204	54,196.00	1.7742	59,340.00	1.7942	60,009.00
22	1.0400	34,784.00	1.4928	49,928.00	1.6204	54,196.00	1.7742	59,340.00	1.7942	60,009.00
23	1.0400	34,784.00	1.4928	49,928.00	1.6204	54,196.00	1.7742	59,340.00	1.7942	60,009.00
24	1.0400	34,784.00	1.4928	49,928.00	1.6204	54,196.00	1.7742	59,340.00	1.7942	60,009.00
25	1.0400	34,784.00	1.5023	50,246.00	1.6354	54,698.00	1.7942	60,009.00	1.8142	60,678.00
26	1.0400	34,784.00	1.5110	50,537.00	1.6511	55,223.00	1.8390	61,507.00	1.8590	62,176.00
27										
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by the Home Office: Date Received: _____ Mode of Receipt: _____ Date Entered: _____

School Name: Jennings Local
 County: Putnam
 Base Salary: \$34,282

1.025

IRN#: 49338

School Year: 2020-2021

Step	Ratio/ Index	Non-D	Ratio/ Index	BA	Ratio/ Index	BA+	Ratio/ Index	MA	Ratio/ Index	MA+
0	0.8650	29,654.00	1.0000	34,282.00	1.0380	35,585.00	1.0950	37,539.00	1.1150	38,224.00
1	0.9000	30,854.00	1.0380	35,585.00	1.0810	37,059.00	1.1430	39,184.00	1.1630	39,870.00
2	0.9350	32,054.00	1.0760	36,887.00	1.1240	38,533.00	1.1910	40,830.00	1.2110	41,516.00
3	0.9700	33,254.00	1.1140	38,190.00	1.1670	40,007.00	1.2390	42,475.00	1.2590	43,161.00
4	1.0050	34,453.00	1.1520	39,493.00	1.2100	41,481.00	1.2870	44,121.00	1.3070	44,807.00
5	1.0400	35,653.00	1.1900	40,796.00	1.2530	42,955.00	1.3350	45,766.00	1.3550	46,452.00
6	1.0400	35,653.00	1.2280	42,098.00	1.2960	44,429.00	1.3830	47,412.00	1.4030	48,098.00
7	1.0400	35,653.00	1.2660	43,401.00	1.3390	45,904.00	1.4310	49,058.00	1.4510	49,743.00
8	1.0400	35,653.00	1.3040	44,704.00	1.3820	47,378.00	1.4790	50,703.00	1.4990	51,389.00
9	1.0400	35,653.00	1.3420	46,006.00	1.4250	48,852.00	1.5270	52,349.00	1.5470	53,034.00
10	1.0400	35,653.00	1.3800	47,309.00	1.4680	50,326.00	1.5750	53,994.00	1.5950	54,680.00
11	1.0400	35,653.00	1.4180	48,612.00	1.5110	51,800.00	1.6230	55,640.00	1.6430	56,325.00
12	1.0400	35,653.00	1.4643	50,199.00	1.5754	54,008.00	1.7142	58,766.00	1.7342	59,452.00
13	1.0400	35,653.00	1.4643	50,199.00	1.5754	54,008.00	1.7142	58,766.00	1.7342	59,452.00
14	1.0400	35,653.00	1.4643	50,199.00	1.5754	54,008.00	1.7142	58,766.00	1.7342	59,452.00
15	1.0400	35,653.00	1.4738	50,525.00	1.5904	54,522.00	1.7342	59,452.00	1.7542	60,137.00
16	1.0400	35,653.00	1.4738	50,525.00	1.5904	54,522.00	1.7342	59,452.00	1.7542	60,137.00
17	1.0400	35,653.00	1.4738	50,525.00	1.5904	54,522.00	1.7342	59,452.00	1.7542	60,137.00
18	1.0400	35,653.00	1.4738	50,525.00	1.5904	54,522.00	1.7342	59,452.00	1.7542	60,137.00
19	1.0400	35,653.00	1.4738	50,525.00	1.5904	54,522.00	1.7342	59,452.00	1.7542	60,137.00
20	1.0400	35,653.00	1.4928	51,176.00	1.6204	55,551.00	1.7742	60,823.00	1.7942	61,509.00
21	1.0400	35,653.00	1.4928	51,176.00	1.6204	55,551.00	1.7742	60,823.00	1.7942	61,509.00
22	1.0400	35,653.00	1.4928	51,176.00	1.6204	55,551.00	1.7742	60,823.00	1.7942	61,509.00
23	1.0400	35,653.00	1.4928	51,176.00	1.6204	55,551.00	1.7742	60,823.00	1.7942	61,509.00
24	1.0400	35,653.00	1.4928	51,176.00	1.6204	55,551.00	1.7742	60,823.00	1.7942	61,509.00
25	1.0400	35,653.00	1.5023	51,502.00	1.6354	56,065.00	1.7942	61,509.00	1.8142	62,194.00
26	1.0400	35,653.00	1.5110	51,800.00	1.6511	56,603.00	1.8390	63,045.00	1.8590	63,730.00
27										
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by the Home Office: Date Received: _____ Mode of Receipt: _____ Date Entered: _____

School Name: Jennings Local
 County: Putnam
 Base Salary: \$35,139

1.025

IRN#: 49338

School Year: 2021-2022

Step	Ratio/ Index	Non-D	Ratio/ Index	BA	Ratio/ Index	BA+	Ratio/ Index	MA	Ratio/ Index	MA+
0	0.8650	30,395.00	1.0000	35,139.00	1.0380	36,474.00	1.0950	38,477.00	1.1150	39,180.00
1	0.9000	31,625.00	1.0380	36,474.00	1.0810	37,985.00	1.1430	40,164.00	1.1630	40,867.00
2	0.9350	32,855.00	1.0760	37,810.00	1.1240	39,496.00	1.1910	41,851.00	1.2110	42,553.00
3	0.9700	34,085.00	1.1140	39,145.00	1.1670	41,007.00	1.2390	43,537.00	1.2590	44,240.00
4	1.0050	35,315.00	1.1520	40,480.00	1.2100	42,518.00	1.2870	45,224.00	1.3070	45,927.00
5	1.0400	36,545.00	1.1900	41,815.00	1.2530	44,029.00	1.3350	46,911.00	1.3550	47,613.00
6	1.0400	36,545.00	1.2280	43,151.00	1.2960	45,540.00	1.3830	48,597.00	1.4030	49,300.00
7	1.0400	36,545.00	1.2660	44,486.00	1.3390	47,051.00	1.4310	50,284.00	1.4510	50,987.00
8	1.0400	36,545.00	1.3040	45,821.00	1.3820	48,562.00	1.4790	51,971.00	1.4990	52,673.00
9	1.0400	36,545.00	1.3420	47,157.00	1.4250	50,073.00	1.5270	53,657.00	1.5470	54,360.00
10	1.0400	36,545.00	1.3800	48,492.00	1.4680	51,584.00	1.5750	55,344.00	1.5950	56,047.00
11	1.0400	36,545.00	1.4180	49,827.00	1.5110	53,095.00	1.6230	57,031.00	1.6430	57,733.00
12	1.0400	36,545.00	1.4643	51,454.00	1.5754	55,358.00	1.7142	60,235.00	1.7342	60,938.00
13	1.0400	36,545.00	1.4643	51,454.00	1.5754	55,358.00	1.7142	60,235.00	1.7342	60,938.00
14	1.0400	36,545.00	1.4643	51,454.00	1.5754	55,358.00	1.7142	60,235.00	1.7342	60,938.00
15	1.0400	36,545.00	1.4738	51,788.00	1.5904	55,885.00	1.7342	60,938.00	1.7542	61,641.00
16	1.0400	36,545.00	1.4738	51,788.00	1.5904	55,885.00	1.7342	60,938.00	1.7542	61,641.00
17	1.0400	36,545.00	1.4738	51,788.00	1.5904	55,885.00	1.7342	60,938.00	1.7542	61,641.00
18	1.0400	36,545.00	1.4738	51,788.00	1.5904	55,885.00	1.7342	60,938.00	1.7542	61,641.00
19	1.0400	36,545.00	1.4738	51,788.00	1.5904	55,885.00	1.7342	60,938.00	1.7542	61,641.00
20	1.0400	36,545.00	1.4928	52,455.00	1.6204	56,939.00	1.7742	62,344.00	1.7942	63,046.00
21	1.0400	36,545.00	1.4928	52,455.00	1.6204	56,939.00	1.7742	62,344.00	1.7942	63,046.00
22	1.0400	36,545.00	1.4928	52,455.00	1.6204	56,939.00	1.7742	62,344.00	1.7942	63,046.00
23	1.0400	36,545.00	1.4928	52,455.00	1.6204	56,939.00	1.7742	62,344.00	1.7942	63,046.00
24	1.0400	36,545.00	1.4928	52,455.00	1.6204	56,939.00	1.7742	62,344.00	1.7942	63,046.00
25	1.0400	36,545.00	1.5023	52,789.00	1.6354	57,466.00	1.7942	63,046.00	1.8142	63,749.00
26	1.0400	36,545.00	1.5110	53,095.00	1.6511	58,018.00	1.8390	64,621.00	1.8590	65,323.00
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by the Home Office: Date Received: _____ Mode of Receipt: _____ Date Entered: _____

APPENDIX B

DESIGNATION OF BENEFICIARY FOR RECEIPT OF SEVERANCE BENEFITS IN THE EVENT OF DEATH

I, _____, designate the following beneficiary(ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total for all beneficiary(ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary(ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Date: _____
Employee

Date: _____
Spouse's Signature

From: [Maag, Valerie](#)
To: [Blount, Tammi](#); [Valerie Maag](#)
Subject: Classified Contract
Date: Friday, December 13, 2019 2:55:03 PM

Tammi,

Per our phone conversation this afternoon I wanted to inform you that the wages for the classified contract follow the certified contract. The certified wages go up 2.5% for 2019/2020 and 2.5% for 2020/2021. So the increase for the classified wages are 2.5% for 2019/2020 and 2.5% for 2020/2021.

If you need anything else, please let me know.

Thanks and have Happy Holidays!

Val

Valerie A. Maag

Treasurer

Jennings Local School District

Phone: 419-286-2256

Fax: 419-286-2240

New email: v_maag@jenningslocal.org