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# **Negotiated Agreement**

**Between**

**Jackson City Board of Education**

**And**

**Jackson City Education Association**

**Effective  
August 1, 2020  
Through  
July 31, 2021**

**TABLE OF CONTENTS**

	<u>Page</u>
Article 1 Recognition .....	1
Article 2 Management Rights .....	1
Article 3 Grievance Procedure.....	1
Article 4 Association Rights and Activities.....	5
Article 5 Evaluation Procedures Ohio Teacher Evaluation System (OTES) Procedure .....	6
Article 6 Non-OTES Evaluation Procedures .....	12
Article 7 Ohio School Counselor Evaluation System (OSCES).....	14
Article 8 Termination, Suspension, and Non-Renewal of Teaching Contracts.....	19
Article 9 Contractual Status .....	20
Article 10 Contracts .....	21
Article 11 Professional Personnel Records.....	22
Article 12 Individual Rights.....	23
Article 13 Reprimand/Suspension of Professional Staff .....	23
Article 14 Parental/Public Complaints.....	24
Article 15 Policy Affecting Employment .....	26
Article 16 Protection of Teachers, Students, and Property.....	26
Article 17 Assault Leave.....	26
Article 18 Teaching Assignment .....	27
Article 19 Vacancies, Transfers, Assignments .....	28
Article 20 Reduction in Force.....	31
Article 21 Teacher-Administration Communication .....	34
Article 22 Committees, Committee Pay, Tutoring Pay .....	35
Article 23 Instructional Materials and Supplies.....	35
Article 24 Association Leave.....	35

Article 25 Court Leave.....	36
Article 26 Military Leave.....	36
Article 27 Personal Leave.....	36
Article 28 Sick Leave and Sick Leave Bank .....	38
Article 29 Dock Days.....	40
Article 30 Sabbatical Leave .....	41
Article 31 Uncompensated Non-Medical Leave.....	41
Article 32 Uncompensated Medical Leave.....	43
Article 33 Severance and Absence Policy .....	44
Article 34 Religious Leave .....	46
Article 35 Office in State or National Professional Organizations.....	46
Article 36 Professional Meeting Attendance .....	46
Article 37 Duty Free Lunch .....	47
Article 38 Class Size and Load.....	47
Article 39 Promotion, Retention, and Visitation of Students .....	47
Article 40 Planning and Preparation Time.....	48
Article 41 Negotiations Procedure.....	49
Article 42 Authorized Payroll Deductions of Professional Dues, Fees, and Other Items .....	51
Article 43 Reopener Clause .....	54
Article 44 Transportation Reimbursement for Traveling Teachers.....	54
Article 45 Substitute Teachers .....	54
Article 46 Pay for Partial Year.....	54
Article 47 Comprehensive Health and Prescription Plans.....	54
Article 48 Payment in Lieu of Hospitalization and Dental Insurance .....	55
Article 49 Life Insurance .....	56

Article 50 Dental Insurance Plan .....	56
Article 51 Duration of Contract .....	56
Article 52 Applicable State Law .....	56
Article 53 Non-Discrimination .....	56
Article 54 Professional Development .....	57
Article 55 Evaluation of Aides .....	57
Article 56 Salary Disbursement .....	57
Article 57 Association Participation in Selection of Administrators .....	58
Article 58 Salary Schedule.....	58
Article 59 Supplemental Positions.....	62
Article 60 Rehiring of Retired Teachers .....	65
Article 61 Assignment of Student Teachers .....	66
Article 62 Ohio Resident Educator Program .....	67
Article 63 Complete Agreement .....	70
Article 64 Negotiations Agreement .....	71
Schedule of Benefits .....	72
APPENDIX A – Grievance Procedure Form.....	73
APPENDIX B – Transfer of Sick Leave Form.....	76
APPENDIX C – Continuing Contract Eligibility Request .....	77
INDEX .....	79

## **Article 1—Recognition**

1. The Jackson City Board of Education (hereinafter referred to as the “Board”) recognizes the Jackson City Education Association, OEA/NEA (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all certified personnel on regular, limited, or continuing contracts and full-time tutors and substitute teachers employed on a continuous basis for sixty (60) days or more. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.
2. Excluded from the unit shall be the Superintendent, principals, assistant principals, supervisors, psychologist, Athletic Director, casual and day-to-day substitutes and aides.

Supervisors are defined as those employees who have the right to hire, fire, discipline, discharge or to effectively recommend such action. A list of supervisors or supervisory personnel will be supplied to the Association on or before September 30<sup>th</sup> each year.

3. The recognition granted herein shall be valid for the duration of the contract providing the Association maintains a membership in accordance with Collective Bargaining Law 4117.05. The Association will provide to the Treasurer of the Board evidence of such majority membership. Said evidence shall be in the form of individually signed membership forms that will include the employee’s name and address. Said evidence shall be submitted to the Treasurer by December 15<sup>th</sup> of each year.
4. Authorization of payroll deductions for the Association dues will be finalized by September 1<sup>st</sup> except for new employees hired after that date.

## **Article 2—Management Rights**

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

## **Article 3—Grievance Procedure**

### A. Definitions

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

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

**B. Rights and Restrictions**

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

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

C. Procedure

1. Level I – Informal

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

2. Level II – Formal

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

The hearing may include the party in interest, the aggrieved, an Association representative, and any other person who may be needed to give information as to the grievance. The Party in Interest shall also have the right to witness(es).

Within five (5) days of the hearing of the grievance, the Principal shall render a written decision which shall include the reasons for this decision.

3. Level III

In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days from the date of conclusion of the hearing of the grievance by the Principal; the grievant or his/her Association representative may within ten (10) days of receipt of the Level II answer may request, in writing, a meeting with the Superintendent.

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

4. Level IV

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

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

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, not limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of the law. The arbitrator shall issue his



decision on the grievance in writing. The Association, the aggrieved, the Superintendent, and the Board shall be bound by the arbitrator's decisions.

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

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

D. Records

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

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

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

E. Miscellaneous Provisions

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

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

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

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

The Board therefore authorizes the Association:

1. To use the facilities of any building for meetings without fee, upon notification of the administrator in charge of such building. Permission to use such facilities

shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use Board-owned equipment including computers, calculators, copiers, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies such as paper, will be supplied by the Association.
3. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletter, or other circulars.
4. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.
5. To use telephones in any building to carry out Association business. No fees or toll call charges shall be charged to a school phone. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.

### **Article 5—Evaluation Procedures Ohio Teacher Evaluation System (OTES) Procedure**

The provisions of this article expressly supersede O.R.C. 3319.11 to the extent permitted by law.

#### Purpose

A standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education has been implemented by the parties.

#### Application

##### A. Definition of “Teacher”

Notwithstanding Ohio Revised Code § 3319.09, this Article applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Chapter 3319 who spends at least 50% of his/her time providing student instruction; or
2. A teacher working under a professional or permanent certificate issued under former ORC 3319.222 who spends at least 50% of his/her time providing student instruction.

This Article does not apply to substitute teachers.

## General Provisions

- A. It is the purpose of the program of staff assessment to:
  - 1. improve the quality of instruction students receive;
  - 2. improve student learning;
  - 3. strengthen professional competence; and
  - 4. inform employment decisions (retention, promotion, and removal of poorly performing teachers).
- B. The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for an individual professional staff member. An evaluator offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve.
- C. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.
- D. This Article does not apply to teacher supplemental contracts, or teachers employed as substitutes or to any person employed under a teacher license/certificate who spends less than fifty percent (50%) of his/her time providing student instruction.
- E. The use of eavesdropping and listening over the PA system shall be prohibited.

## Evaluation Committee

Article 5 shall be submitted to an ongoing committee composed of three Association members and three administrators to review and to make recommendations to Article 5. Recommendations for Article 5 will be submitted to the negotiations team for final agreement.

## Schedule/Frequency of Evaluations

- A. In accordance with ORC 3319.111(C)(1)
  - 1. Each teacher shall be evaluated at least once each school year, except as otherwise provided by statute and this Article. The evaluation will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of the evaluation by May 10<sup>th</sup>.
- B. The evaluator will target to complete one observation in each semester.
- C. Any teacher who received a rating of Accomplished on the most recent evaluation conducted under this section may be evaluated once every three (3) school years, so long as the teacher's student academic growth measure, for the most recent school year for

which data is available, is average or higher, as determined by the Ohio Department of Education. Under these conditions the teacher shall be observed at least once and shall have at least one conference per year with his/her evaluator.

- D. Any teacher who received a rating of Skilled on the most recent evaluation conducted under this section may be evaluated once every two (2) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education. Under these conditions the teacher shall be observed at least once and shall have at least one conference per year with his/her evaluator.
- E. The Board may elect not to conduct an evaluation of a teacher who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.
- F. The Board may elect not to conduct an evaluation of a teacher who has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

#### Credentialed Evaluators

The Board will use credentialed evaluators as defined in O.R.C. 3319.111(D). Each teacher evaluation conducted under this Article shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state sponsored evaluation training and is required to pass credentialing assessment.

#### Professional Development

The Board will provide for professional development to accelerate and continue teacher growth and provide support to ineffective teachers.

#### Observations

- A. The first class observation in each school year will be completed only after the teacher being observed has been given at least 24 hours notice. All other class observations may be completed with or without prior notice.
- B. Each evaluation will consist of at least two (2) formal observations of at least thirty (30) minutes in length. The first observation shall be preceded by a pre-conference and followed by a post-conference. All other observations shall be followed by a post conference. This post-conference will serve as another opportunity for the teacher to provide additional evidence concerning his/her evaluation.
- C. Each teacher on a limited contract or extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations per annual evaluation.

- D. Upon written request to the Superintendent by the teacher, an additional observation by a supervisor or credentialed administrator who did not conduct any of the previous observations may be conducted. This observation will be added to other observations and included in the final summative evaluation. The request for an additional observation should be received by the Superintendent within ten (10) working days of the prior observation. Within ten (10) working days of the request, the Superintendent will notify the teacher requesting the additional observation if an evaluator has been appointed, and who the evaluator shall be. The additional observation shall be conducted within ten (10) working days of such notification.

### Walkthroughs

There shall be a minimum of two walkthroughs per evaluation consisting of a maximum of ten (10) minutes each. Each bargaining unit member shall be provided timely (within three (3) working days) feedback for each walkthrough.

### Conferences

- A. All pre and post conferences will be conducted in a face-to-face interview format when requested by either party. If either party does not request the face-to-face interview, it will be cancelled.
- B. A post conference will be held within five working days of the formal classroom observation unless the principal or teacher is absent from school or unless there are extenuating circumstances.
- C. The administrator conducting the evaluation shall provide each evaluation to the teacher for his/her acknowledgment by written receipt within ten (10) working days of the post conference. When signed by the teacher, the receipt is to be sent to the Superintendent by the evaluating administrator as soon as received.
- D. After the overall or final post conference meeting, the teacher will have two (2) working days to review the score and make any additions of evidence to that score. The evaluator can make changes to the score, based on evidence, and submit it to the teacher before final submission to the Superintendent.
- E. In the event a teacher disputes the results of the written evaluation report, the teacher shall state his/her objections in writing and attach such as a permanent addendum to the evaluation form within ten (10) working days of the evaluation conference.
- F. If the evaluator has concern(s) that may lead to non-renewal, then (a) the concern(s) should be communicated to the teacher within fifteen (15) working days of the second post-conference, and (b) the second observation should occur as early in the second semester as possible. Any teacher being nonrenewed will be notified in writing by June 1.

Assigning a Performance Rating

Each formal evaluation will result in a performance rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” The performance rating is based on the following three categories: 1) Teacher Performance; 2) Student Growth Measures; and 3) Teacher self-evaluations. Fifty percent (50%) of the evaluation will be attributed to teacher performance; thirty-five percent (35%) will be attributed to multiple measures of student growth; and fifteen percent (15%) will be attributed to Teacher self-evaluations.

Teacher Evaluation Framework

Student Growth		Performance		Alternative Component		Final Summative Rating	
Most Effective (5)	600	Accomplished (4)	600	Level 4	600	Accomplished	500-600
Above Average (4)	400	Skilled (3)	400	Level 3	400	Skilled	300-499
Average (3)	300	Developing (2)	200	Level 2	200	Developing	100-299
Approaching Average (2)	200	Ineffective (1)	0	Level 1	0	Ineffective	0-99
Least Effective (1)	0						

Each teacher will be evaluated using multiple factors from the following categories (as weighted):

Student Growth Measures (35%)

- A. Student academic growth will be measured through the inclusion of value-added scores where value-added scores are available from the Ohio Department of Education (ODE). If a teacher’s schedule is comprised entirely of value-added subjects, then value-added data will comprise the entire student growth component of the evaluation. If a teacher’s schedule includes value-added subjects, but not exclusively, then value-added data will comprise a percentage of the student growth component in proportion to the percentage of the teacher’s schedule that is comprised of value-added subjects.
- B. The District may administer assessments chosen from the Ohio Department of Education’s assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state-designed criteria and guidance.
- C. For those grades/subjects not having Value-Added scores or vendor assessment scores, the District may use LEA-Determined Measures such as:

1. Student Learning Objectives (SLOs)
  - a. District-approved, locally developed assessments
  - b. Pre/Post Assessments
  - c. End-of-Course Assessments
  - d. Performance-Based Assessments
2. Shared attribution
  - a. District/Building Value-Added (recommended if available)

In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five or more excused or unexcused absences for the school year.

#### Teacher Performance (50%)

Factors considered in the assessment of teacher performance will be based on the Ohio Standards for the Teaching Profession.

#### Teacher Self-Evaluation (15%)

Teachers will complete a self-evaluation form that will be included in the final summative evaluation.

#### Professional Growth and Improvement Plans

- A. Teachers must develop professional growth or improvement plans based on their final summative rating. Teachers with a final summative rating of Accomplished must develop a professional growth plan.
- B. Teachers with a final summative rating of Skilled or Developing must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list.
- C. Teachers with a final summative rating of Ineffective must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list.
- D. For entry year teachers who receive a written plan or plans for improvement, the principal shall schedule a meeting with the teacher, Superintendent, and a Union representative. Failure to hold such a meeting shall not be a reason to grieve a teacher's nonrenewal.

### Teachers rated Ineffective

- A. Each teacher in a core subject area who has received a rating of “ineffective” on the final summative evaluation conducted under this Article for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Department of Education to determine expertise to teach that core subject area and the grade level which the teacher is assigned.
- B. If a teacher who takes the examination set forth above passes that examination and provides proof to the Board of the same the teacher shall be required, at his/her expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted in accordance with this Article. The receipt by the teacher of a rating of “ineffective” on the teacher’s next final summative evaluation after completion of professional development or the failure of the teacher to complete professional development shall be grounds for termination of the teacher under Ohio Revised Code 3319.16
- C. If the teacher passes the examination set forth above and provides proof of passage to the Board, he/she will not be required to take such examination again for three years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination as set forth above.

### **Article 6—Non-OTES Evaluation Procedures**

The provisions of this article expressly supersede O.R.C. 3319.11 to the extent permitted by law.

The provisions of this Article apply to those teachers not covered by the OTES evaluation procedures contained in Article 5.

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

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



In the event a teacher disputes the contents of the written evaluation, the teacher shall state his/her objections in writing within ten (10) working days of the written evaluation conference and have it attached as a permanent addendum to the personnel file copy. Class observation reports are to be used as part of the formal evaluation.

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

3. Formal evaluations shall be held as follows:
  - a. ALL TEACHERS – Each teacher should be evaluated at least once every year. The first evaluation shall be based upon at least two observations.
  - b. Each teacher on a limited contract or extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations per annual evaluation.

Evaluations of all teachers shall be completed by May 1<sup>st</sup> of each year.

4. Additional evaluation conferences and/or classroom observations may be held at the discretion of the Principal or upon the request of the teacher.
5. Each of the evaluations or observation conferences shall be performed in an interview setting. A copy of the form “An Evaluation of Teacher Performance” shall be signed by both the teacher and the evaluator. This copy shall be included in the teacher’s file. The teacher’s signature shall indicate that he/she is fully aware of the contents of the written appraisal and he/she has received a copy. The teacher’s signature shall not be interpreted as the teacher’s agreement with the contents of the appraisal report. In the event a teacher disputes the written results of the appraisal, the teacher shall state his/her objections in writing and attach such as a permanent addendum to the evaluation form within ten (10) working days of the written evaluation conference.
6. In any case where a teacher is appraised as (1) “unacceptable” or (2) “needs improvement” the evaluator shall make written plans for improvement on the evaluation form. A written report of the results of the evaluation includes:
  - a. Specific recommendations regarding any improvements needed in the performance of the teacher being evaluated; and
  - b. The means by which the teacher may obtain assistance in making such improvements.
7. At least one class observation in each school year shall be accomplished only after the teacher being observed has been given twenty-four (24) hours’ notice. All other class observations may be completed with or without prior notice.

8. Within ten (10) working days after receiving written plan(s) for improvement, the teacher may request that observations of classroom performance be completed by at least two (2) evaluators on separate occasions.
9. For entry-year teachers who receive written plan(s) for improvement, the principal shall schedule a meeting with the teacher, the superintendent, and a union representative. Failure to hold such a meeting shall not be a reason to grieve a teacher's nonrenewal.
10. This article shall be submitted to an on-going committee composed of three (3) Association members and three (3) Administrators to review and revise the Evaluation instrument and to make recommendations for this article. Recommendations for this article will be submitted to the Negotiation Teams for final agreement and any agreed upon revised evaluation instrument shall be included as an appendix to this contract.

### **Article 7—Ohio School Counselor Evaluation System (OSCES)**

#### **A. PURPOSE**

The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
2. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

#### **B. APPLICATION**

The school counselor evaluation procedure contained in this agreement applies to all school counselors employed by the Board of Education.

#### **C. EVALUATOR QUALIFICATIONS AND ROLES**

1. An evaluator must be a contracted employee of the Jackson City School District.
2. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.
  - a. Before beginning the evaluation process, each evaluator shall be required to successfully complete state-mandated evaluator credentialing training and pass a credentialing assessment.
  - b. Updates to written instructions and group professional development shall occur on an as-needed basis.

- c. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating counselors for the evaluation cycle.
3. The evaluator assigned to a counselor at the beginning of a school year shall be the only evaluator for that counselor for all aspects of the evaluation procedure, unless an unforeseen emergency arises and a new evaluator is selected by the Superintendent or his/her designee;
4. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for all aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

D. CRITERIA FOR COUNSELOR EVALUATION

1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.
2. All monitoring or observation of the work performance of a counselor shall be conducted openly.
3. All results and conclusions of a counselor evaluation must be documented and supported by evidence.
4. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.

E. EVALUATION PROCESS

1. No school counselor shall be subject to more than one (1) evaluation per school year.
2. The final summative evaluation shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.
3. The Board of Education may evaluate a counselor receiving a rating of "Accomplished" once every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.
4. The Board of Education may evaluate a counselor receiving a rating of "Skilled" once every two (2) years as long as the metric of student outcomes is, for the most

recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

5. Notwithstanding the foregoing, every counselor will be evaluated each year during his/her first four (4) years of employment in the District and in any year that his/her employment contract is expiring.
6. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of Accomplished or Skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor, hold one (1) post-observation conference with the counselor, and at the request of the counselor hold one (1) formal observation pre-conference. The formal observation process shall be held in compliance with the provisions of this Contract.

F. INFORMAL OBSERVATIONS

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations will focus on one (1) or more of the following components:
  - Comprehensive School Counseling Program Plan
  - Direct Services for Academic, Career and Social/Emotional Development
  - Indirect Services: Partnerships and Referrals
  - Evaluation and Data
  - Leadership and Advocacy
  - Professional Responsibility, Knowledge and Growth
2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.
3. The counselor shall be provided a copy of the informal observation form, within three (3) working days of the observation, including all anecdotal documents relative to the walkthrough.

G. FORMAL OBSERVATIONS

1. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between September 1 and April 30.

2. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to that section.
3. If requested by the counselor, each formal observation may be preceded by a conference between the evaluator and the counselor in order for the counselor to explain the plans and objectives for the work situation to be observed.
4. A post-observation conference shall be held no more than five (5) working days following the observation unless the evaluator or counselor is absent from school or there are extenuating circumstances.
5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include, but are not limited to: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.

#### H. FINALIZATION OF THE EVALUATION CYCLE

1. Each evaluation will result in a final summative rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.
2. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
3. The Superintendent or his/her designee will, on behalf of the Board of Education submit to the Ohio Department of Education (ODE) the final summative rating of each school counselor.

4. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file.

I. PROFESSIONAL GROWTH PLANS

1. Counselors with a summative evaluation rating of Accomplished will develop a self-directed professional growth plan for the next school year.
2. Counselors with a summative evaluation rating of Skilled or Developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next school year. Counselors with a Developing rating will have their professional growth plan approved by their evaluator.
3. Professional growth plans for a school year shall be developed not later than September 1 of each school year and shall be one academic year in duration.
4. Professional growth plans shall describe the performance expectations, resources, and assistance to be provided.

J. PROFESSIONAL IMPROVEMENT PLANS

1. A professional improvement plan is a clearly articulated assistance program used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the Improvement plan.
2. The professional improvement plan shall include:
  - a. Performance expectations, resources and assistance to be provided; and,
  - b. A desired level of performance that is expected and a time period to correct deficiencies; and,
  - c. Professional Development opportunities that will be provided to the counselor.
4. Improvement plans for the next school year shall be developed not later than September 1 of each school year and shall be one (1) academic year in duration.

K. PROFESSIONAL DEVELOPMENT

The Board shall provide professional development and financial resources to continue and accelerate each counselor's professional growth and improvement and to provide support to counselors who are placed on a Professional Improvement Plan.

## **Article 8—Termination, Suspension, and Non-Renewal of Teaching Contracts**

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

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

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

### **Article 9—Contractual Status**

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

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

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

- B. A teacher who is completing the final year of a multi-year limited contract and who has received evaluations rated competent, developing or above through July 31, 2016 or competent, skilled or above after July 31, 2016, from the administration during the term of the contract will be given a continuing contract. The following conditions must be met:

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

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



4. Have satisfied the requirements set forth in Ohio Revised Code 3319.08.
- C. The Superintendent may recommend an extended limited contract for a teacher who is eligible for a continuing contract without first recommending the teacher for a continuing contract.
- D. This article supersedes R.C. Sections 3319.11 to the extent permitted by law.

### **Article 10—Contracts**

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

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

8. Each teacher before signing a contract shall have been notified as required by Section 3307.21 of the Ohio Revised Code as to his duties and obligations pertaining to the State Teachers Retirement System as a condition of his employment.
9. The President and Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties shall be made available to the teacher.
10. All teachers hired shall be given up to and through ten (10) years experience on the salary schedule which is in effect at the time their contract begins.

### **Article 11—Professional Personnel Records**

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

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

A copy of all material placed in the file shall be signed, dated, and sent to the teacher when the original is placed in the file with the exception of items 1-7 above. The teacher shall have the opportunity to reply in writing to any material placed in his/her official personnel file and such reply shall be attached to the filed copy.

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

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

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

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

### **Article 12—Individual Rights**

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

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

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

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

### **Article 13—Reprimand/Suspension of Professional Staff**

#### **A. Standard**

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

#### **B. Definitions**

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

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

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

#### **C. Implementation**

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

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

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

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

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

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

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

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

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

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

#### **Article 14—Parental/Public Complaints**

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

1. a. The parent/member of the public will notify the Principal (Athletic Director/Activities Advisor concerning supplemental complaints) of the

complaint. The parent's/member of the public's identity shall be disclosed to the bargaining unit member if the complaint involves:

- i. abuse, harassment
- ii. final grades
- iii. student discipline
- iv. classroom procedures that affect grades
- v. threats

or any event of a serious nature that cannot be resolved at an informal discussion level. The name of the parent/member of the public shall be held strictly confidential by all parties. The Principal or Athletic Director will discuss the complaint with the bargaining unit member. The Principal or Athletic Director will act as the mediator to try to resolve the complaint at an informal level between parent/member of the public and bargaining unit member.

- b. If the complaint is not resolved at the informal level, the bargaining unit member or parent/member of the public will request a meeting involving the parent/member of the public, bargaining unit member, Principal, and/or other appropriate staff personnel at a mutually convenient time to discuss the complaint. The appropriate administrator shall meet with the bargaining unit member prior to the meeting with the parent/member of the public.
2. If it is not resolved at the building level, it may be appealed to the Superintendent.
3. If the situation is still not resolved, it may be appealed to the Board of Education's Personnel Committee.
4. The Board adopted procedure in the Student Code of Conduct and/or Student Handbook will be followed regarding parental complaints.

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

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

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

## **Article 15—Policy Affecting Employment**

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

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

## **Article 16—Protection of Teachers, Students, and Property**

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

## **Article 17—Assault Leave**

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

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

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

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

### **Article 18—Teaching Assignment**

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

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

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

- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major and minor fields of study.
- C. Schedules of teachers who are assigned to more than one school building will be arranged so that no such teacher will be required to engage in an excessive amount of interschool travel. Such teachers will be notified of any changes in their schedules.

D. Teacher Responsibilities

1. Facilitate Learning

- a. Teach subject matter in accordance with curriculum and course of study.
- b. Maintain environment conducive to learning.
- c. Chart individual student progress and maintain adequate records.
- d. Develop communicative relationship with peers, administrative personnel, and parents regarding student progress.
- e. Develop day-to-day and long-range plans to be used by teacher or substitute. Plans shall be available for periodic checking by the building Principal or appropriate supervisor.
- f. Teachers are expected to report daily at the time assigned at each building. Any absences shall be reported to the designated person in each building at the appropriate time specified in the teachers' handbook.

2. Manage the Classroom

- a. Foster discipline conducive to learning.
- b. Maintain classroom records for reporting of group progress.
- c. Supervise the use of supplies, materials, and equipment on hand and request those needed for future programs.

3. Make Professional Decisions

- a. Consult with other professionals as needed.
- b. Participate in professional development activities and events including staff meetings.
- c. Before changing accepted practice, procedure, or adopted Board policy, the bargaining unit member shall secure the appropriate level of approval before making the change.

**Article 19—Vacancies, Transfers, Assignments**

A. Vacancies

1. A vacancy shall be defined as a job opening available for the next school year, which occurs due to retirement, resignation, death, non-renewal of contract, termination of contract, or creation of a new position.
2. Seniority will be computed from a teacher's most recent date of hire. (Date of hire is defined as the first paid day of employment.) When first paid day of employment is identical, the most senior person will be determined by date and order of Board resolution of employment.



B. Posting Vacancies

1. Not later than April 1 and monthly thereafter of each school year, the Superintendent shall cause a list of known vacancies which will occur for the following school year to be posted via an “All Staff” electronic mail. Vacancies that occur at other times shall also be posted. Vacancies or new positions that occur on or between August 1 and September 30 shall be filled with new hires only. Vacancies or new positions that occur after September 30 may be filled with a substitute.
2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause to be posted a notice of same via an “All Staff” electronic mail not less than five (5) working days before the position is filled.
3. All vacancies will be posted in the central administration office building and will be posted via an “All Staff” electronic mail by the Office of the Superintendent. Unintentional human error in providing such notice is not subject to the grievance procedure and will be re-posted.

C. Voluntary Transfer

1. A voluntary transfer is defined as a teacher initiated change in grade level, teaching assignment, building, or subject(s) taught which is a result of a vacancy.
2. Bargaining unit members who are applying for a vacancy will submit a written statement to the Superintendent. The interested candidate will be given an opportunity to present and discuss his/her qualifications with the Superintendent or his designee(s).
3. In acting on a request for voluntary transfer or filling a vacancy, the Superintendent shall review all applications considering the following criteria: Certification/licensure, prior evaluations, and recent and relevant experience and training. Among those that are qualified, the position shall be awarded to the most senior certified candidate unless a junior candidate is determined to be the best candidate based on the listed criteria. A bargaining unit member must remain in a position for a maximum of five (5) years before being eligible to bid on another position. However, the Superintendent may waive this five (5) year requirement and permit a bargaining unit member to voluntarily transfer sooner. Beginning August 1, 2017, the five (5)-year look back period will be calculated from the time of the bid.
4. After the successful candidate has been formally notified of their selection, the selection shall not be rescinded by the candidate or the Superintendent except for an emergency.

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

D. Involuntary Transfer and/or Assignment

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

E. Vacancies — Supervisory Positions

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

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

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

### **Article 20—Reduction in Force**

- A. Teachers may be laid off only when their positions are eliminated as a result of the following in accordance with O.R.C. 3319.17:
1. Financial reasons;
  2. Decreased enrollment of pupils;
  3. The discontinuance of a particular type of teaching service provided that such discontinuance is not for arbitrary or discriminatory reasons. In the event of loss of specially funded positions (non-general fund) the Board agrees to make every effort to reassign displaced teacher to general fund positions when general fund positions and funding exist;
  4. A bona fide consolidation of the school district with one or more other school districts;
  5. Return to duty of a regular teacher after a leave of absence;
  6. Suspension of schools; and
  7. Territorial changes affecting the district.
- B. If the Board is contemplating the layoff of any teacher, it will so notify the Association sixty (60) calendar days before the proposed effective date of the layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) calendar days after tendering the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is laid off will be notified in writing sixty (60) calendar days before the effective date of

the layoff. Such notice will include the proposed time schedule for and the reasons for the proposed action.

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

1. The order of reduction in each certification/licensure area shall be as follows:

a. First: members holding limited contracts based on:

- i. Licensure/Certification;
- ii. Members who have not yet received a final summative evaluation rating in the District.

b. Second: members holding limited contracts based on:

- i. Licensure/Certification;
- ii. Competency as determined by formal evaluation;
- iii. When evaluations are comparable, by lowest seniority in the District.

c. Third: members holding continuing contracts based on:

- i. Licensure/Certification;
- ii. Competency as determined by formal evaluation;
- iii. When evaluations are comparable, by lowest seniority in the District.

2. “Competency as determined by formal evaluation” and “comparable evaluation” shall be measured based on the final summative evaluation. The ratings within each individual category are considered comparable only within the same category (e.g., skilled are comparable only to skilled; developing are comparable only to developing, etc.).

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

1. By October 15 of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the Board and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will at all times have posted in his/her office a current seniority list which will be available for inspection during the regular working hours by any teacher and/or the Association.

2. For the purpose of this article, seniority will be computed from a teacher’s most recent date of hire. (Date of hire is defined as the first paid day of employment. When first day of employment is identical, the most senior person will be determined by date and order of Board resolution of employment). Seniority will

continue to accrue during all paid leaves of absences. Seniority will not be broken by unpaid leaves of absences or employment by the Board in a position outside of the negotiating unit, but such time will not be counted in computing seniority. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

3. Any bargaining unit member who leaves the bargaining unit to fill an administrative position within the district will lose all seniority on the bargaining unit's seniority list. If his/her administrative contract is discontinued due to RIF or any other reason, and the administrator holds a continuing teaching contract entitling him/her to return to the bargaining unit, the administrator will reenter the bargaining unit at the bottom of the continuing contract seniority list. However, if the bargaining unit member reenters the bargaining unit within one calendar year of leaving the bargaining unit, then he/she will not lose his/her placement on the Association's seniority list. This paragraph will not apply for placement on the salary schedule.

E. A teacher on a suspended limited contract shall have recall rights for a period of twenty-four (24) months. A teacher on a suspended continuing contract shall have unlimited recall rights.

1. If there is a vacancy in a bargaining unit position, laid off teachers who are certified/licensed to perform the work in question, will be recalled in reverse order of layoff.
2. Notice of recall will be sent by certified mail to the last address given to the Superintendent by those teachers who are certified/licensed for the positions. It is the teacher's responsibility to keep the Superintendent informed of his/her most current address. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within fourteen (14) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
3. Any teacher will retain his/her recall rights unless he/she:
  - a. Waives his/her recall rights in writing;
  - b. Resigns;
  - c. Fails to accept recall to a substantially equivalent position for which he/she is certified/licensed;
  - d. Fails to report to work in a position that he/she has accepted within fourteen (14) days after receipt of the notice of recall unless such employee is sick or injured.

4. Subject to the acceptance of each insurance carrier, the teacher will also be granted the right to remain a member of all employee group insurance policies for a period not to exceed twenty-four (24) months at the individual's expense after the contract is suspended.
- F. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- G. Notwithstanding any other provision in the agreement, no vacancy in a negotiating unit position will be filled until the Board has complied with the procedures set forth in this article. This article shall not interfere with any other lawful personnel procedures in the district.

#### **Article 21—Teacher–Administration Communication**

- A.
1. The Association will select a Communication Committee for each school building or faculty unit no later than two (2) weeks after the start of school which will meet with the Principal or his/her designee at a minimum of once a month during the regular school year to review and discuss local school problems and practices. A tentative schedule of meetings will be submitted to the Superintendent and President of the JCEA by September 30 of each school year. A written report of each monthly meeting will be submitted to the JCEA President and the Superintendent. The committee shall consist of not more than one (1) member for every ten (10) teachers in the school building or faculty unit, but will in no event have less than three (3) members.
  2. The Communication Committee will have the right to schedule faculty meetings before or after school or at such times as do not disrupt the normal school program.
  3. The Communication Committee will be provided, at its request, with at least twenty (20) minutes or any lesser amount of time at all building faculty meetings to report on matters involving representation of the teachers of the Association.
  4. Communication submissions will be submitted to administration for discussion and administrators will have up to four (4) school days to respond to the submissions.
- B. A Labor Management Committee shall be established, the purpose of which is to discuss district-wide issues and concerns that could not be resolved at the building level. The LMC shall consist of no more than ten (10) members, being no more than five (5)

representatives of JCEA and no more than five (5) representatives of the Jackson City Board of Education.

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

### **Article 22—Committees, Committee Pay, Tutoring Pay**

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

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

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

Teachers participating in after-school tutoring or in work on academic committees (other than on a volunteer basis) that extends beyond 4:00 p.m. shall be reimbursed at the rate of twenty-five dollars (\$25.00) per hour for such participation.

District-wide meetings, special education meetings, or committee meetings requiring a more extensive time commitment and extending beyond 4 p.m. will be reimbursed at \$25.00 per hour (pro-rated in quarter hour increments). Disruption to student services will be held to a minimum. Meetings voluntarily attended are not subject to reimbursement.

### **Article 23—Instructional Materials and Supplies**

When fiscally prudent, the Jackson City Board of Education will allocate sufficient funds to provide for the purchase of new or replacement textbooks, library books, instructional materials, supplies, and equipment of sufficient quality and quantity to obtain the educational goals of the District. Each bargaining unit member will be permitted to purchase up to \$85.00 in instructional materials and supplies annually. These purchases can only be made through Quill, United Arts and Education, or Value Added. The funds must be used by the end of the first semester or they are lost.

### **Article 24—Association Leave**

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

Any Association member who is elected or appointed to the governing body of OEA as an officer, committee or commission member shall be granted leave with pay to attend meetings or related functions of such bodies. Such leave shall not be counted a part of the Association

leave as outlined above. Such leave shall be limited to a maximum of ten (10) days annually for the Association for these purposes.

### **Article 25—Court Leave**

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

### **Article 26—Military Leave**

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

### **Article 27—Personal Leave**

- A. At the beginning of each school year, each employee shall be credited with three (3) days of personal leave. This leave is to be used for personal business or an emergency that can be taken care of only during school hours.
  - 1. Any new employee who begins employment prior to December 1<sup>st</sup> of a school year shall be entitled to three (3) days of personal leave in the employee's first school year of employment.
  - 2. Any new employee who begins employment after November 30<sup>th</sup> but prior to March 1<sup>st</sup>, shall be entitled to two (2) days of personal leave in the employee's first school year of employment.
  - 3. Any new employee who begins employment after the last day of February but prior to the last thirty (30) calendar days of the school year shall be entitled to one (1) day of personal leave in the employee's first school year of employment.



4. Any new employee who begins employment during the last 30 calendar days of the school year shall not be entitled to any personal leave during the school year in which the employee's employment began.
- B. Requests for personal leave shall be made on Board prescribed forms and shall be submitted to the Principal not later than two (2) days prior to the requesting date of use. In emergency situations, or in situations where extenuating circumstances are involved, the Superintendent may waive this requirement.

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

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

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

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

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

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

## **Article 28—Sick Leave and Sick Leave Bank**

### **A. Sick Leave**

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

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

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

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

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

Employees who have accumulated their maximum number of sick leave days will have their sick leave credited at the end of the school year.

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

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

Previously accumulated sick leave of a teacher who has been separated from another Ohio public agency as provided in ORC in Section 3319.141 shall be accepted at full value provided none of such accumulated sick leave has been converted to pay upon retirement as provided by Section 124.39 of ORC.

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

B. Sick Leave Bank

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

The following guidelines will apply:

1. The enrollment period for each member of the bargaining unit to voluntarily donate unused sick leave days to a Sick Leave Bank is September 1 through October 15 each year.
2. A committee comprised of the Superintendent or his/her designee, the President of the Association, or his/her designee, one (1) Administrator chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall approve/disapprove applications for requests, as described in Paragraph 3, at its discretion.
3. Eligible and approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank, per request and a total maximum of forty (40) days per school year. Days should be requested in increments of five (5) days at a

time. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.

4. The member who borrows days will pay back each year the days at the rate of 50% of his/her annual accumulated sick leave at the end of the contract year until the total number of days borrowed has been restored to the bank. Any person who leaves district employment while indebted to the bank for sick days shall cause said days to be deducted from the final pay(s) due to the employee.
5. In the case where an employee has applied to borrow days from the Sick Leave Bank, but the employee's final check and/or summer wages may not be sufficient to cover the cost of the days requested from the Sick Leave Bank, the parties agree that such an employee may apply for the maximum of twenty (20) days per request and forty (40) days per school year to be borrowed from the Sick Leave Bank, and the Committee may approve the application, provided that the Board may recover the costs of the borrowed sick leave days by deducting days from the Sick Leave Bank total, if the final check or checks of the employee are not sufficient to cover the indebtedness to the Sick Leave Bank.
6. Loans from the sick leave bank will be limited to those individuals who have contributed to the bank at any time. Initial new hires will be exempted from the October 15 deadline to submit the form. They may choose to donate a day(s) to the Bank during the first year of their limited contract should the need arise.
7. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave.
8. The Association President or his/her designee shall be responsible for presenting to the Treasurer properly signed forms transferring donated sick leave days. (See Appendix B).
9. First year bargaining members may transfer one (1) day when accumulated to the sick leave bank without penalty on the Personal/Sick Leave Bonus.

### **Article 29—Dock Days**

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

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

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

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

### **Article 30—Sabbatical Leave**

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

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

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

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

### **Article 31—Uncompensated Non-Medical Leave**

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

#### **A. Reasons for Requesting Leave**

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

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

Category 2 – should the provision/rights (as outlined in Article 31) of the Family Leave Act be exhausted, then upon written request, a professional staff member may request and shall be entitled to an uncompensated non-medical leave of absence for the following reasons:

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

B. Eligibility

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

C. Application

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

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

D. Period of Leave

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

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

E. Rights While on Uncompensated Non-Medical Leave

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

F. Reinstatement

1. The professional staff member shall be entitled to reinstatement at the expiration of a one (1) year leave to the same or a substantially similar teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictate a change, or the job is combined or eliminated.
2. The professional staff member shall be entitled to reinstatement at the expiration of the two (2) year leave to the general level of teaching assignment held

immediately prior to the leave unless shifts in pupil enrollments dictate a change, or the job is combined or eliminated.

3. Bid rights for both levels are reinstated upon the completion of the first day of work under the regular contract.

G. Contract Rights

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

**Article 32—Uncompensated Medical Leave**

A. Leave Rights

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

1. Pregnancy or pregnancy related issues
2. Child care (natural, adopted, or foster children)
3. Medical conditions, both personal and immediate family as outlined in Article 27 (Sick Leave)
4. Other requests as recommended by the Superintendent

B. Eligibility

All professional employees shall be eligible for uncompensated medical leave.

C. Application

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

D. Period of Leave

An uncompensated medical leave shall be granted for a period of up to one (1) year. Request for an extension of one (1) year maximum shall be considered upon a proper request being filed with the Superintendent. A renewal will be granted with clear evidence that the district's interest will not be adversely affected. Persons planning to return from leave must notify the Superintendent thirty (30) days prior to returning or March 31, whichever is first and must return at least thirty (30) days prior to the last day of school if returning during the school year. In cases of illness or disability of the employee the provisions of ORC 3319.13 shall apply.

E. Rights While on Uncompensated Medical Leave

Benefits paid in accordance with Family/Medical Leave Act

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

F. Reinstatement

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

G. Contract Rights

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

**Article 33—Severance and Absence Policy**

A. Severance Pay

1. A Jackson City School District certified employee with ten (10) or more years of retirement service credit shall at the time of retirement be entitled to severance pay. "Retirement" shall be defined to mean actual retirement from the Ohio State Teachers Retirement System and have officially applied for and been approved by that system for retirement benefits. Within ninety (90) days from the last day of service to the Jackson City School District, an employee shall file for his/her severance pay. Prior to the last day of service the Board will notify the employee of the ninety (90) day time period to file for severance. The employee will receive all of his/her severance pay within seventy-five (75) days of filing to



allow each employee to take advantage of tax breaks in the employee choice of tax deferred programs or income.

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

B. Absence Policy

1. All employees will receive a current and cumulative monthly attendance report for the current school year.
2. If five (5) absences (without a doctor's statement) occur within the current school year, the teacher and Principal will confer and review the teacher's absence.
3. Falsification and/or abuse of sick leave will be grounds for implementation of procedures outlined in Article 13—Reprimand and Suspension.

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

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

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

D. Retirement Experience Service Credit Step

1. A bargaining unit member who is STRS eligible for retirement benefits may, at their discretion, serve notice in writing to the Treasurer and Superintendent of their intent to be placed on the retirement experience service credit step.
2. The bargaining unit member shall serve such written notice no later than January 31, of the school year in which he/she will retire.
3. The service credit step will be at the appropriate level, plus the additional percentage as reflected in the scale below:

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

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

### **Article 34—Religious Leave**

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

### **Article 35—Office in State or National Professional Organizations**

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

### **Article 36—Professional Meeting Attendance**

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

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

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

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

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

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

### **Article 37—Duty Free Lunch**

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

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

### **Article 38—Class Size and Load**

- A. Class size in grades K-3 should be twenty-five (25) students or less. The person in charge of pupil assignments for the district shall attempt to balance class size on a district-wide basis as geographical factors will allow.
- B. Every effort will be made to keep class size in grades 4-12 at twenty-five (25) students or less.
- C. Should a K-3 teacher be assigned more than twenty-five (25) students the Principal, the Superintendent, and the teacher will investigate alternative resources to provide additional assistance to these teachers, e.g., parent volunteers and student interns, and reassignment of staff.

The teacher will direct any attendant's classroom assignments.

### **Article 39—Promotion, Retention, and Visitation of Students**

- A. The promotion or retention of a student shall be based upon the educational judgment of the teacher(s) of that child in consultation with the building administrator and parents and in accordance with board policy. If the Principal overrides the decision of the teacher to retain the student, the Principal will sign a form stating he/she is recommending promotion.
- B. When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an individualized educational program or regular program, the scheduling of such visitations shall be through the school building Principal and with the prior knowledge of the affected employee. The principal will not prevent a parent from briefly visiting or meeting with a child, but the principal will not schedule repetitive or extended visitations with the student or observations of the student that will disrupt the educational process or that will become a disruption to the educational process.
- C. Teachers will attempt to schedule face-to-face parent conferences at the end of the first nine weeks of each school year.
- D. Parent teacher conferences will be scheduled at times determined by mutual agreement of the Administration and the leadership of the Association.

- E. If a student is failing or not performing as well as he/she is capable of performing, the responsible teacher will notify the parent as early as possible, but no later than the end of the first semester. Teachers will attempt to schedule a face-to-face conference with the parent of each student who is failing any subject.

### **Article 40—Planning and Preparation Time**

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

At the secondary level or middle school level, if no teacher volunteers, staff members scheduled for conference or planning time during the period for which a substitute is needed may be assigned by the Principal on an alphabetically rotating basis so that each available teacher will take his/her turn. Each teacher who volunteers or is assigned and who, as a result, forfeits his/her preparation period on that day, shall be paid at the rate of \$20.00 per period taught.

At the elementary level, each teacher who volunteers or is assigned by the Principal to fill in for an absent teacher shall be paid at the rate equal to \$20.00 for each period taught. A period shall be defined as at least forty (40) minutes.

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

1. Provided an equivalent amount of time (to the teacher's and Principal's satisfaction); or
2. Compensated at the rate of \$20 per occurrence.

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

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

## **Article 41—Negotiations Procedure**

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

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

### **B. Scope of Negotiations**

Subjects for negotiations shall include the following:

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

### C. Conducting Negotiations

1. Negotiations meetings shall be preceded by a request from the party wishing to initiate negotiations. The request for negotiations, outlining the subjects for negotiation, must be received by the Superintendent's office or by the President of the Association. If negotiations are initiated by the Association, this should come from the President of the Association and be directed to the Superintendent. If negotiations are initiated by the Board of Education, they shall submit said request to the Association through the Superintendent. Such requests for initiating negotiations shall be made no earlier than ninety (90) calendar days and no later than seventy-five (75) calendar days prior to the expiration of the contract. Negotiation meetings will start within fifteen (15) days of submission of said request by either party. Teams shall try to agree on a solution within forty (40) days of the date of submission of the request.
2. At the first negotiations session both groups will submit their formal written proposals to one another. All written proposals shall be in the form and language as would be appropriate for inclusion in a final written agreement. Topical listings (i.e., "laundry lists") shall not be appropriate and will be considered void. After the first meeting, no new proposals may be submitted by either party unless by mutual agreement.
3. Following the presentation of formal written proposals by both teams, a mutually agreeable agenda and agenda order will be established and negotiating will begin.
4. On request, the Board and Superintendent agree to furnish the Association negotiating team with all available public data relevant to the items being negotiated.
5. On request, the Association negotiating team agrees to furnish the Board and negotiation team with all available data relevant to the items being negotiated.
6. During the period of negotiations, interim reports of progress may be made to the Association by its representatives and to the Board of Education by its representatives. These interim reports shall be truthful and fairly presented.  
  
It shall be the responsibility of both parties to inform their respective members that all interim reports are confidential and any information derived from such reports is not to be disclosed to the general public.
7. Upon the request of either team, a negotiations meeting may be recessed for thirty (30) minutes or a mutually agreeable time limit for the purpose of caucusing.
8. As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such tentative agreements shall be considered to be

settlement items and shall not be re-proposed or changed except by mutual agreement.

9. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

D. Agreement

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

E. Disagreement

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

The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Board. However, the mediator shall not have the authority to extend time limits of the current agreement, or to bind the parties to any item or agreement.

F. Binding Arbitration

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

**Article 42—Authorized Payroll Deductions of Professional Dues, Fees, and Other Items**

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

A. Deductions to be made in nine (9) or twelve (12) months:

1. Jackson City Education Association
2. Ohio Education Association
3. National Education Association
4. Southeastern Ohio Education Association
5. Departments of the Ohio Education Association as found on their yearly enrollment forms.

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

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

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

1. An itemized statement of all individual membership dues deducted;
2. Transmittal of monies deducted for Association dues.

The Association agrees to indemnify the Board and its designees for any liability incurred as a result of the implementation and enforcement of the dues deduction procedure as stated in this contract provided that the Board and the Association mutually and in good faith seek rectification of any errors made within a period of ten (10) work days from discovery of said error. Either party must notify the other in writing of existing errors.

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

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



All deductions will be made from each paycheck except in months when an employee is issued three (3) checks; no deductions will be made from the third. If, for any reason, the Board fails to make a deduction for any bargaining unit member, it shall make that deduction from the employee's next pay (or pays) in which such deduction normally would be made. The Board and/or employee shall notify the other party in writing when the error is discovered and a reasonable, agreeable rectification shall be sought in accordance with accepted accounting procedures and any applicable state statutes.

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

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

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

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

D. Salary Pick-up

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

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

All subsequent contracts and salary notices for these affected certificated employees shall be conformed to include the provisions of this article.

### **Article 43—Reopener Clause**

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

### **Article 44—Transportation Reimbursement for Traveling Teachers**

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

### **Article 45—Substitute Teachers**

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

### **Article 46—Pay for Partial Year**

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

### **Article 47—Comprehensive Health and Prescription Plans**

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

(See separate sheet with schedule of benefits, p. 72.)

The employee contribution shall be 8% in 2020-2021.

There shall be a nine percent (9%) cap on the insurance premium increase between each plan year. The cap shall be applied to the total cost of the health insurance plan. Should the increase be greater than nine percent (9%), a committee of Association and Board representatives shall be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or the insurance carrier so that the total increase shall be held to the nine percent (9%) cap. Should the committee be unable to recommend an adjustment for the Board to act upon to hold the increase to the nine percent (9%) cap, the Board will implement adjustments to hold the increase to nine percent (9%) and to provide insurance for all bargaining unit members.

Any savings realized from the renewal premium being below the 9% cap will be carried over into the next year for the duration of the contract and used to enhance the insurance program as recommended by the JCS insurance committee. No cash payment will be given to members from the savings. Any savings on the Insurance renewal realized from January 1 through December 31, 2021, not to exceed \$350,000, will be paid into the General Fund. Any savings in excess of the \$350,000 from January 1 through December 31, 2021 will be allocated as stated in the first sentence of this paragraph.

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

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

#### **Article 48—Payment in Lieu of Hospitalization and Dental Insurance**

Any employee who declines to take the Board offered health and dental insurance plan will be compensated \$1,500.00 at the end of the current contract year, except where both spouses work for the district in which case the payment will be \$550.00. Any employee who only declines to take the Board offered health insurance plan will be compensated \$1,250.00 at the end of the current contract year.

The following attributes are included in this program.

- A. In order to qualify for compensation the employee must make a request in writing to the Treasurer and provide proof that they have health insurance coverage through their spouse or elsewhere, but not through the Insurance Marketplace.

This written request must be made by August 1 of the approaching school year and is offered each year that the employee declines coverage.

- B. The Board agrees to pick up employees on Board provided coverage within thirty (30) days of written request by the employee indicating a loss of coverage elsewhere.
- C. If an employee chooses paragraph B anytime within the employed year, then all alternative compensation provided by this article will be denied.

#### **Article 49—Life Insurance**

The Board of Education will provide a group life insurance plan, insuring the life of each eligible certificated employee in the amount of \$50,000.00. The value of life insurance reduces at age 65. The specific terms of the policy are contained in the life insurance contract.

#### **Article 50—Dental Insurance Plan**

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

#### **Article 51—Duration of Contract**

The conditions and terms of this contract are for the period August 1, 2020 through July 31, 2021.

#### **Article 52—Applicable State Law**

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

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

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

#### **Article 53—Non-Discrimination**

The Board of Education reaffirms its practice of being an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignment,

reassignment, layoff or suspension, or other terms and conditions of employment on the basis of race, color, creed, religion, national origin, age, gender, ancestry, marital status, and disability.

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

### **Article 54—Professional Development**

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

The Superintendent will provide two (2) additional days for professional development and one (1) additional day for a mid-year parent teacher conference in conjunction with staff input. The time shall be used for meaningful professional development set in conjunction with staff input. Attendance by all bargaining unit members shall be mandatory. Additionally, the day currently set aside in October for professional development will still be utilized, which day may not necessarily be in October, but will be set by mutual agreement. These dates for professional development will be discussed by the Labor Management Committee.

### **Article 55—Evaluation of Special Education Paraprofessionals and/or Attendants**

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

### **Article 56—Salary Disbursement**

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

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

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

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

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

D. Notwithstanding the preceding paragraphs, if a coach/advisor is unable to complete his/her duties due to a school closure due to a pandemic, then the amount paid on the supplemental contract will be prorated as determined by the Principal and/or Athletic Director:

- For the proration for athletic supplementals, each sport shall be assigned a five (5) month season. The end date for the season shall be the end date for the regular season as determined by OHSAA. The beginning date for the season will be five (5) months prior to the end date. The coach will be paid a prorated amount of the full contract based on the amount of the specified season completed.
- For year-long non-athletic supplemental contracts, the “season” will be the District’s academic year calendar. The advisor will be paid a prorated amount of the full contract based on the amount of the academic year completed. If the advisor is able to substantiate completion of the supplemental activity despite a school closure, the adviser may be paid more than the prorated amount as calculated hereunder.

#### **Article 57—Association Participation in Selection of Administrators**

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

#### **Article 58—Salary Schedule.**

A. A beginning teacher with a BA will start at \$36,085 on the current salary schedule index effective for the 2020-21 school year. Salary/wage increases will be 2% in 2020-21. In addition, there will be a one-time lump sum bonus of 2.0% of a teacher’s 2020-21 salary, not on the base, paid in the 2020-21 school year.

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

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

B. In addition to the base salary indicated above, each bargaining unit member shall receive three thousand five hundred dollars (\$3,500.00) as a Retirement Planning Salary (RPS) each year of this contract through July 31, 2021. Each bargaining unit member will receive the RPS in salary unless the bargaining unit member notifies the Treasurer in writing that he/she wants the amount to be directed to an annuity, Health Savings Account (HSA), or Flexible Spending Account (FSA) – subject to legal limits on each account. This amount shall be included in the salary schedule after the schedule has been

updated to reflect any increase in the base. The RPS will not be indexed on the salary schedule.

- C. A teacher who is eligible to advance a training level must have an official transcript (or other official documentation pending arrival of transcript) verifying completed college credit in the hands of the Treasurer by September 15, or by a later payroll deadline if so set by the Treasurer.
1. Advancement in training levels will occur in the fall semester only.
  2. Quarter hours of credit earned shall be rounded off to the nearest whole semester hour when conversion is done.
  3. The “Fifth Year” or “150 Hour” category includes both undergraduate and graduate work completed both during and after the baccalaureate program. The “MA + 15” category includes graduate hours only, and these must be earned after the Master program. (Under unusual circumstances MA + 15 credit may be earned with undergraduate work if this work has been taken at the specific request of the School District and approved by the Superintendent in advance.)
  4. The Superintendent has final responsibility for placement of staff on the salary schedule.

**JACKSON CITY SCHOOL DISTRICT INDEX**

<u>Years</u>	<u>BA Degree</u>	<u>5 Yr.</u>	<u>MA Degree</u>	<u>MA+15</u>
0	1.00000	1.04500	1.10000	1.15000
1	1.04000	1.09000	1.15000	1.20000
2	1.08000	1.13500	1.20000	1.25000
3	1.12000	1.18000	1.25000	1.30000
4	1.16000	1.22500	1.30000	1.35000
5	1.20000	1.27000	1.35000	1.40000
6	1.24000	1.31500	1.40000	1.45000
7	1.28000	1.36000	1.45000	1.50000
8	1.32000	1.40500	1.50000	1.55000
9	1.36000	1.45000	1.55000	1.60000
10	1.40000	1.49500	1.60000	1.65000
11	1.44000	1.54000	1.65000	1.70000
12	1.48000	1.58500	1.70000	1.75000
13	1.48000	1.58500	1.70000	1.75000
14	1.48000	1.58500	1.70000	1.75000
15	1.52000	1.63000	1.75000	1.80000
16	1.52000	1.63000	1.75000	1.80000
17	1.52000	1.63000	1.75000	1.80000
18	1.56000	1.67500	1.80000	1.85000
19	1.56000	1.67500	1.80000	1.85000
20	1.60000	1.72000	1.85000	1.90000
21	1.60000	1.72000	1.85000	1.90000
22	1.62000	1.74000	1.87000	1.93000
23	1.62000	1.74000	1.87000	1.93000
24	1.62000	1.74000	1.87000	1.93000
25	1.64000	1.76500	1.90000	1.95000
26	1.64000	1.76500	1.90000	1.95000
27	1.64000	1.76500	1.90000	1.95000
28	1.64000	1.76500	1.90000	1.95000
29	1.64000	1.76500	1.90000	1.95000
30	1.64000	1.81000	1.95000	2.00000

\*Effective with teachers hired after March 21, 2014, if the Board hires a new teacher with less than three (3) years of total teaching experience the Board has the latitude to place the new hire up to Year 3 on the above schedule. Teachers shall remain on such step until such time as their total teaching experience allows them to move on the salary schedule. (e.g., a newly hired teacher with no prior teaching experience is placed on Year 3, she shall then remain on Year 3 until such time she has completed a total of 4 years of total teaching experience.) This does not preclude normal column movement.



2020-2021  
Jackson City School District  
Salary Schedule  
Base: \$36,085

YEARS	BA	5 YR	MA	MA +15
0	39,585	41,209	43,194	44,998
1	41,028	42,833	44,998	46,802
2	42,472	44,456	46,802	48,606
3	43,915	46,080	48,606	50,411
4	45,359	47,704	50,411	52,215
5	46,802	49,328	52,215	54,019
6	48,245	50,952	54,019	55,823
7	49,689	52,576	55,823	57,628
8	51,132	54,199	57,628	59,432
9	52,576	55,823	59,432	61,236
10	54,019	57,447	61,236	63,040
11	55,462	59,071	63,040	64,845
12	56,906	60,695	64,845	66,649
13	56,906	60,695	64,845	66,649
14	56,906	60,695	64,845	66,649
15	58,349	62,319	66,649	68,453
16	58,349	62,319	66,649	68,453
17	58,349	62,319	66,649	68,453
18	59,793	63,942	68,453	70,257
19	59,793	63,942	68,453	70,257
20	61,236	65,566	70,257	72,062
21	61,236	65,566	70,257	72,062
22	61,958	66,288	70,979	73,144
23	61,958	66,288	70,979	73,144
24	61,958	66,288	70,979	73,144
25	62,679	67,190	72,062	73,866
26	62,679	67,190	72,062	73,866
27	62,679	67,190	72,062	73,866
28	62,679	67,190	72,062	73,866
29	62,679	67,190	72,062	73,866
30	62,679	68,814	73,866	75,670

\*\* This Schedule includes the addition of the \$3,500 RPS (Art 56 (B)), which is not subject to the Index.

\*\*\*Effective with teachers hired after March 21, 2014, if the Board hires a new teacher with less than three (3) years of total teaching experience the Board has the latitude to place the new hire up to Year 3 on the above schedule. Teachers shall remain on such step until such time as their total teaching experience allows them to move on the salary schedule. (e.g., a newly hired teacher with no prior teaching experience is placed on Year 3, she shall then remain on Year 3 until such time she has completed a total of 4 years of total teaching experience.) This does not preclude normal column movement.

## Article 59—Supplemental Positions

### A. Posting Vacancies of Supplemental Positions

1. The Superintendent and Board reserve the right to fill or not fill any supplemental contract.
2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause the position to be posted for not less than five (5) working days before the position is filled.
3. The Board declares its general support of a policy of filling vacancies in supplemental positions from within its own teaching staff. Current employees of the Jackson City School district bidding on supplemental contracts will be given an opportunity to present and discuss his/her qualifications for the position with the Superintendent or his designee. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system may best be served by actively seeking and employing candidates from outside the district.
4. Any employee non-renewed in a particular supplemental position, due to unsatisfactory evaluations shall not be “entitled” to bid or have interview rights on that position for the succeeding scholastic year.
5. In filling a vacancy, the Superintendent or his designee (s) shall consider certification, training, i.e. course work, workshops, clinics, etc., and recent or relevant experience in filling the position.
6. Contracts will generally be one (1) year in length. The Superintendent has the right to recommend a longer contract but not to exceed the length of the teaching contract in accordance with Article 9.
7. Unless the contract is renewed by the last Board meeting in June, it will be considered terminated at its expiration.
8. Supplemental positions will be evaluated annually.
9. The number of dependents may be modified on a W-4 for supplemental salaries.

**SUPPLEMENTAL DUTIES**

<u>Duty</u>	<u>% of Base 0 Yrs. Exp.</u>	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5-6 Years</u>	<u>7 or more years</u>
Baseball—Head Coach	14.0	14.5	15.0	15.5	16.0
Baseball—Assistant	8.0	8.5	9.0	9.5	10.0
Basketball—Head Coach	30.0	30.5	31.0	31.5	32.0
Basketball—Assistant	12.0	12.5	13.0	13.5	14.0
Basketball—Freshman	8.0	8.5	9.0	9.5	10.0
Basketball—Jr. High	6.0	6.5	7.0	7.5	8.0
Cheerleader Coach—Head (per season – Football & Basketball)	8.0	8.5	9.0	9.5	10.0
Cheerleader Coach—Assistant (per season – Football & Basketball)	4.0	4.5	5.0	5.5	6.0
Cheerleader Coach – Junior High (per season – Football & Basketball)	4.0	4.5	5.0	5.5	6.0
Cross Country	14.0	14.5	15.0	15.5	16.0
Football—Varsity Head Coach	30.0	30.5	31.0	31.5	32.0
Football—Varsity Assistant	12.0	12.5	13.0	13.5	14.0
Football—Freshman	8.0	8.5	9.0	9.5	10.0
Football—Junior High	6.0	6.5	7.0	7.5	8.0
Golf (Boys)	14.0	14.5	15.0	15.5	16.0
Golf (Girls)	14.0	14.5	15.0	15.5	16.0
Soccer—Head Coach (Boys)	14.0	14.5	15.0	15.5	16.0
Soccer—Head Coach (Girls)	14.0	14.5	15.0	15.5	16.0
Soccer—Assistant	8.0	8.5	9.0	9.5	10.0
Soccer—Junior High	6.0	6.5	7.0	7.5	8.0
Softball—Girls’ Head Coach	14.0	14.5	15.0	15.5	16.0
Softball—Assistant	8.0	8.5	9.0	9.5	10.0
Tennis—Head Coach (Boys or Girls)	14.0	14.5	15.0	15.5	16.0
Track—Head Coach (Boys or Girls)	14.0	14.5	15.0	15.5	16.0
Track—Head Coach (Dual)	17.0	17.5	18.0	18.5	19.0

<u>Duty</u>	<u>% of Base 0 Yrs. Exp.</u>	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5-6 Years</u>	<u>7 or more years</u>
Track—Assistant	8.0	8.5	9.0	9.5	10.0
Track—Junior High	6.0	6.5	7.0	7.5	8.0
Volleyball—Head	14.0	14.5	15.0	15.5	16.0
Volleyball—Assistant	8.0	8.5	9.0	9.5	10.0
Volleyball—Junior high	6.0	6.5	7.0	7.5	8.0
Wrestling—Head Coach	14.0	14.5	15.0	15.5	16.0
Wrestling—Assistant	8.0	8.5	9.0	9.5	10.0
Wrestling – Junior High	6.0	6.5	7.0	7.5	8.0
Varsity Bowling Coach	14.0	14.5	15.0	15.5	16.0
E Sports Coach	3.0	3.5	4.0	4.5	5.0
Art Fair Coordinator (HS or JMS)	3.0	3.5	4.0	4.5	5.0
Athletic Equipment Director (All sports)	11.0	11.5	12.0	12.5	13.0
Athletic Equipment Director (Football only)	6.0	6.5	7.0	7.5	8.0
Audio Visual Director	6.0	6.5	7.0	7.5	8.0
Head Band Director	17.0	17.5	18.0	18.5	19.0
Assistant Band Director	8.0	8.5	9.0	9.5	10.0
Video for Athletics Director	2.0	2.5	3.0	3.5	4.0
Jr. Class Advisor	4.0	4.5	5.0	5.5	6.0
Sr. Class Advisor	6.0	6.5	7.0	7.5	8.0
Eisteddfod (Vocal Music Teachers)	1.0	1.5	2.0	2.5	3.0
Future Teachers Advisor	3.0	3.5	4.0	4.5	5.0
Choir Director	5.0	5.5	6.0	6.5	7.0
Elementary Music	5.0	5.5	6.0	6.5	7.0
Youth Leadership Club Advisor	4.0	4.5	5.0	5.5	6.0
Youth Leadership Club Advisor	4.0	4.5	5.0	5.5	6.0
National Honor Society Director	3.0	3.5	4.0	4.5	5.0
Oskey Wow Advisor	10.5	11.0	11.5	12.0	12.5

<u>Duty</u>	<u>% of Base 0 Yrs. Exp.</u>	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5-6 Years</u>	<u>7 or more years</u>
JMS Yearbook Advisor	3.0	3.5	4.0	4.5	5.0
Fall Play Director	6.0	6.5	7.0	7.5	8.0
Assistant Fall Play Director	3.0	3.5	4.0	4.5	5.0
Spring Musical Director	6.0	6.5	7.0	7.5	8.0
Assistant Spring Musical Director	3.0	3.5	4.0	4.5	5.0
Science Fair Coordinator (HS or JMS)	3.0	3.5	4.0	4.5	5.0
Skeleton Advisor	2.0	2.5	3.0	3.5	4.0
Student Council Advisor (HS)	4.0	4.5	5.0	5.5	6.0
Student Council Advisor (JMS)	4.0	4.5	5.0	5.5	6.0
Hi-Q Advisor	4.0	4.5	5.0	5.5	6.0
Student Health Council Advisor (HS or JMS)	4.0	4.5	5.0	5.5	6.0
Head Teacher—Elem. Bldg. with shared Admin.	6.0	6.5	7.0	7.5	8.0
6th Grade DC Trip Advisors	4.0	4.5	5.0	5.5	6.0
Band Auxiliary Coach	4.0	4.5	5.0	5.5	6.0
Department Chairman	7.5				
Media Production	10.5	11.0	11.5	12.0	12.5
Field House Supervisor	8.0	8.5	9.0	9.5	10.0

Saturday School Supervisor \$25 per hour for 3 hours

Extra-Curricular Supervisor \$25 per hour with a minimum of 2 hours and maximum of 4 hours

### **Article 60—Rehiring of Retired Teachers**

Any teacher who has retired under the Ohio State Teachers Retirement System (STRS) or any other state teachers retirement system in the United States and subsequently is employed in the Jackson City School District shall be placed on the salary schedule at the proper training column and shall be granted zero (0) years experience credit. Such retired teachers will not advance on the salary schedule if rehired for subsequent one-year contracts. For such retired teachers only, this article expressly supersedes ORC 3317.13 and all other applicable laws.

Such retired teacher is only eligible for a one year limited employment contract that shall be automatically non-renewed at the end of that year without notice, though the Board may, at its

discretion, renew a retired teacher's employment contract for one year. Such teacher will not resume nor be eligible for continuing contract status during any period of employment with the Jackson City School District. For such teachers only, this article expressly supersedes the individual contracts and contract renewal provisions of this agreement (Articles 8 and 9).

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

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

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

For purposes of sick leave, such teacher shall be considered a beginning employee and start with zero (0) days of sick leave accumulation. Such teacher may carry forward any unused sick leave balance from year to year if awarded a subsequent one-year employment contract, provided the accumulated balance never exceeds thirty (30) days. Such teachers are not eligible to participate in the Sick Leave Bank (Article 28).

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

### **Article 61—Assignment of Student Teachers**

- A. Preferred criteria to supervise a student teacher shall include:
1. A minimum of five (5) years teaching experience with 3 years in the same assignment;
  2. A Master's Degree or the equivalent (30 graduate semester hours above Bachelor's); or National Board Certification; and
  3. Pathwise Training completed or other Mentoring Training

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

- B. Participation as a supervising teacher shall be voluntary.
- C. Supervising teachers will be provided necessary information about the student teacher.

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

## **Article 62—Ohio Resident Educator Program**

### A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement.

### B. Resident Educator Coordinator

#### 1. Qualifications

- a. Administrator assigned by the Superintendent who shall be aware of the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules affecting the state mandated Resident Educator Program.

#### 2. Responsibilities

- a. Provide for the training of mentors and resident educators.
- b. Address and/or solve mentor and resident educator concerns, issues, problems and comply with ODE and statutory requirements.

### C. Mentors

#### 1. Qualifications

- a. The Mentor must be approved by his/her building administrator
- b. The Mentor must be trained through the Ohio Department of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the Ohio Department of Education (ODE).

- c. Must have a minimum of five (5) years teaching experience with at least two (2) years in the Jackson City Schools.
- d. Mentors will be assigned to resident educators with the same area of certification/licensure and in the same grade level, subject area, and building. Should no mentor be available that meets these requirements, a mentor may be assigned who is in an area of certification/licensure, grade level, subject area, or building most closely related to that of the resident educator.
- e. The Resident Educator Coordinator shall email a notice of each mentor position available to all staff members in the district. All qualified staff members shall submit an application within five working days (as defined in Article 3) of the notice to be considered for the position.
- f. Mentor teachers may serve more than one teacher only if there are not sufficient mentor teachers to serve the number of individuals requiring mentorship and/or sufficient mentor teachers do not volunteer to serve as a mentor.

## 2. Training

The Board will be responsible for all Board approved costs related to the Mentor Program/Mentor Training.

## 3. Responsibilities

- a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.
- b. Consult with and otherwise assist the assigned Resident Educator on a regular basis.
- c. The Mentor will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.
- d. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

## 4. Release Time

Each Mentor and/or Resident Educator shall be granted release time for direct observation activities as mutually agreed upon by the building administrator as required by the Ohio Department of Education Resident Educator Program.



D. Compensation

1. Mentors shall receive a stipend for each Resident Educator according to the following chart. These amounts will be prorated if a Mentor serves less than one full year in any mentoring position.

	<u>RE Yr. 1</u>	<u>RE Yr. 2</u>	<u>RE Yr. 3</u>	<u>RE Yr. 4</u>
RE	\$750	\$750	\$400	\$200

2. The stipend is to be paid in June of that school year upon completion of all required paperwork and submission of any required data and activities. All required documentation must be submitted for payment by June 15<sup>th</sup> of the current school year.
3. Inactive Mentors shall not receive compensation.

E. Resident Educator

1. Each Resident Educator shall be given an initial orientation on the following matters:
  - a. The pupils and community to be served;
  - b. School policies, procedures, and routines;
  - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
  - d. The layout of the facilities of the assigned school building(s);
  - e. The nature of the Resident Educator Program which will be provided; and
  - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
2. Each Resident Educator shall be provided with the following:
  - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
  - b. Assistance with the management tasks identified as especially difficult for beginning teachers;
  - c. Assistance in the improvement of instructional skills and classroom management; and
  - d. The opportunity to consult/observe other teachers within the District.

F. Protections

1. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that staff member's evaluation.
2. Mentors shall not participate in the evaluation of their assigned Resident Educator.
3. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.
5. All members of the Team, Mentors, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. In an emergency, or for matters required to be disclosed by law, the Mentor shall report to the District Administrator.
6. The Mentor or Resident Educator may request at any time the assignment of a new Mentor prior to the end of the first grading period. If either party requests a change there shall be no adverse action taken against either party.

**Article 63—Complete Agreement**

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

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

**Article 64—Negotiations Agreement**

This Negotiations Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Board of Education of the Jackson City School District, hereinafter called the Board, and the Jackson City Education Association, hereinafter called the Association. The contract shall be effective August 1, 2020 through July 31, 2021.

**JACKSON CITY EDUCATION  
ASSOCIATION**

**JACKSON CITY  
BOARD OF EDUCATION**

By Shawn Murray

By J Pat McDaly

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

Date: 3-1-21

**Jackson City School District  
Schedule of Benefits**

	<b>H.S.A.</b>
<b>Network Deductible</b>	\$2,750/\$5,500
<b>Non-Network Deductible</b>	\$7,000/\$14,000
<b>Network Coinsurance</b>	80/20%
<b>Non-Network Coinsurance</b>	60%/40%
<b>Network Coinsurance Out-of-Pocket Maximum</b>	\$1,000/\$2,000
<b>Non-Network Coinsurance Out-of-Pocket Maximum</b>	\$2,000/\$4,000
<b>Network Total Out-of-Pocket Maximum</b>	\$3,750/\$7,500
<b>Non-Network Total Out-of-Pocket Maximum</b>	\$9,000/\$18,000
<b>Network Office Visit Co-Payment</b>	Subject to deductible & Coinsurance
<b>Network Urgent Care Provider</b>	Subject to deductible & Coinsurance
<b>Network ER Copays</b>	Subject to deductible & Coinsurance
<b>Network Per Confinement Deductible</b>	NA
<b>Network Prescription Drug Co-Payment</b>	Subject to deductible & Coinsurance

This Schedule is current as of January 1, 2017

*APPENDIX A*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Concur with grievance

Do not concur

Signatures of Committee members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*APPENDIX B*

**SICK LEAVE BANK FORM**  
**TRANSFER OF SICK LEAVE**  
**(Certified Staff)**

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

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

\_\_\_\_\_  
Signature

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

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

\* Once one-time transfer occurs, no other transfer of future days is required until the need arises.



*APPENDIX C*  
**CONTINUING CONTRACT ELIGIBILITY REQUEST**

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

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

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

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

1. Form requesting consideration for continuing contract;
2. Written documentation showing proof of eligibility for a continuing contract;
3. Have been a fulltime employee of the system for three (3) full years of teaching – or have attained continuing contract elsewhere and have been a full-time employee of the system for two (2) full years;
4. Have received a professional certificate/license prior to April 1;
5. To be eligible for a continuing contract as referenced in no. 2 above, the teacher must:
  - a. Hold a professional, senior professional, or lead professional educator’s license, or a permanent or professional educator’s certificate;
  - b. Have completed:
    - i. Thirty (30) semester hours of coursework in the area of licensure or in area related to the teaching field since the initial issuance of the teaching certificate/license if the teacher did not hold a master’s degree at the time of initially receiving the teaching certificate/license; or
    - ii. Six (6) semester hours of graduate coursework in the area of licensure or in area related to the teaching field since the initial issuance of the teaching certificate/license if the teacher held a master’s degree at the time of initially receiving the teaching certificate/license.
  - c. If the teacher was initially issued an educator’s license on or after January 1, 2011, the teacher must have held an educator’s license for at least seven (7) years.

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

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

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

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

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

**INDEX**

Page

Absence Policy .....	44
Applicable State Law .....	56
Assault Leave.....	26
Assignment of Student Teachers .....	66
Association Leave.....	35
Association Participation in Selection of Administrators.....	58
Association Rights and Activities.....	5
Authorized Payroll Deductions.....	51
Class Size and Load.....	47
Committees, Committee Pay, Tutoring Pay .....	35
Complete Agreement .....	70
Continuing Contract Eligibility Request.....	77
Contracts .....	21
Contractual Status .....	20
Court Leave.....	36
Dental Insurance Plan .....	56
Dock Days.....	40
Duration of Contract .....	56
Duty Free Lunch .....	47
Evaluation of Special Education Paraprofessionals/Attendants .....	57
Evaluation Procedures - Non-OTES.....	12
Evaluation Procedures - OTES .....	6
Evaluation Procedure - School Counselors.....	14
Grievance Form .....	73
Grievance Procedure.....	1
Health and Prescription Plans .....	54
Individual Rights.....	23
Instructional Materials and Supplies.....	35
Life Insurance .....	56
Management Rights .....	1
Military Leave.....	36
Negotiations Agreement .....	71
Negotiations Procedure.....	49
Non-Discrimination .....	56
Non-Renewal of Teaching Contracts.....	19
Office in State or National Professional Organizations.....	46
Parental/Public Complaints.....	24
Pay for Partial Year.....	54
Payment in Lieu of Hospitalization and Dental Insurance .....	55
Personal Leave .....	36
Personnel Records.....	22
Planning and Preparation Time.....	48
Policy Affecting Employment .....	26
Professional Development .....	57
Professional Meeting Attendance .....	46
Promotion, Retention, and Visitation of Students .....	47
Protection of Teachers, Students and Property.....	26

Reduction in Force .....	31
Rehiring of Retired Teachers .....	65
Religious Leave .....	46
Reopener Clause .....	54
Reprimand/Suspension of Professional Staff.....	23
Resident Educator Program .....	67
Sabbatical Leave .....	41
Salary Disbursement .....	57
Salary Index .....	60
Salary Schedule.....	58
Schedule of Benefits .....	72
Severance .....	44
Sick Leave and Sick Leave Bank.....	38
Sick Leave Bank Form.....	76
Substitute Teachers .....	54
Supplemental Positions .....	62
Supplemental Salary Schedule.....	63
Suspension of Teaching Contracts.....	19
Teacher-Administration Communication .....	34
Teaching Assignment.....	27
Termination of Teaching Contracts .....	19
Transportation Reimbursement for Traveling Teachers .....	54
Uncompensated Medical Leave.....	43
Uncompensated Non-Medical Leave.....	41
Vacancies, Transfers, Assignments .....	28