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MASTER AGREEMENT

BETWEEN THE

JOHNSTOWN EDUCATION ASSOCIATION

AND THE

JOHNSTOWN-MONROE LOCAL BOARD OF EDUCATION

July 1, 2024 through June 30, 2027

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ARTICLE 1 - RECOGNITION

A. The Johnstown-Monroe Local School District Board of Education, hereinafter referred to as the "Board", recognizes the Johnstown Education Association, an affiliate of the OEA and the NEA, hereinafter referred to as the "Association", as the sole and exclusive representative of the teaching personnel, as defined in Article 1, Section B, employed by the Board.

B. The Association shall be the sole and exclusive bargaining representative for the full-time and part-time certificated/licensed teaching personnel (hereinafter referred to as bargaining unit members) including guidance personnel, nurses employed by the Board, librarians, speech and hearing therapists, and tutors.

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

Substitutes employed in the District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be bargaining unit members but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Substitute teachers thusly employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.

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

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

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

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. SCOPE OF NEGOTIATIONS

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

B. REQUEST FOR MEETING

1. A request for a meeting to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent.

2. A request for a meeting to initiate negotiations from the Board shall be submitted in writing by the Superintendent to the Association through the President.

3. Requests for negotiations may be submitted no earlier than one hundred twenty (120) days or later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed upon by both parties.

4. A mutually convenient meeting date shall be set no later than fifteen (15) calendar days after the date of the request unless a later date is agreed upon by mutual consent. At this initial meeting date, each party shall submit in writing all issues being proposed for negotiation. All proposals shall be in written format that indicates the proposed contractual changes. No additional issues shall be submitted by either party following this initial meeting unless mutually agreed upon by the teams of each party.

C. NEGOTIATING TEAMS

1. All negotiations shall be conducted in private exclusively between representatives of the Board and the Association. Each team may be composed of no more than four (4) representatives and one (1) alternate appointed by each party. With prior notification to the other party, either party may call upon professional and lay consultants to supply information. Any costs incurred in the use of such consultants shall be borne by the requesting party.

2. Each bargaining team shall be clothed with the authority to make proposals, counter-proposals, and to arrive at a tentative agreement on all issues submitted for negotiations.

D. NEGOTIATION MEETINGS

1. Prior to and during the period of bargaining, each party will provide the other, upon reasonable request, relevant data and supporting information concerning the issues under consideration.

2. Negotiation meetings shall be held at a time other than the regular school day unless otherwise mutually agreed. Such meetings shall not exceed three (3) hours unless mutually agreed upon by both parties.

3. The negotiators for either group may request a caucus of his/her group for independent discussions at any time. A caucus shall not exceed thirty (30) minutes unless an extended time is mutually agreed upon by both parties.

4. The negotiator for either group may call a recess when it appears that no more meaningful discussions can be accomplished. Such recesses should be reasonable in length but in no event shall exceed ten (10) calendar days unless by mutual consent.

5. The parties agree that during the period of negotiations and prior to reaching a tentative agreement on all issues, the proceedings of the negotiations shall not be released to the public and/or the news media unless such an issuance has the prior approval of both parties.

E. AGREEMENT

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

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

F. DISAGREEMENT

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

2. If the parties cannot mutually agree upon a mediator within ten (10) days, a joint request signed by the Association President, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation within twenty-one (21) calendar days and it appears that no more meaningful discussions

can be accomplished, the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code.

3. The cost of employing all mediation service shall be shared equally by the Association and the Board.

4. It is also agreed that the procedures outlined in this Agreement to negotiate and resolve disputes shall supersede the requirements established in Section 4117.14 of the Ohio Revised Code, governing such procedures.

ARTICLE 3 - ASSOCIATION RIGHTS AND USE OF FACILITIES

A. The Association and its affiliates shall have the following rights and responsibilities.

1. The Association and representatives, if affiliates, shall have the right to use school buildings for meetings. These meetings shall not interfere with or interrupt normal instructional programs in keeping with provisions of the Ohio Revised Code.

2. The Association shall have the right to use the school facilities and equipment, including typewriters, copy machines, duplicating equipment, calculating machines, and audio-visual equipment. The Association shall accept responsibility for the operation of all Board-owned equipment. The Association shall permit only qualified personnel to operate the equipment. The Board shall be reimbursed for all supplies used by the Association.

3. The Association will have the right to use the school faculty bulletin boards. The Association may use the internal mail system of the school.

4. The Association shall be recognized at regular Board meetings upon request in keeping with the understanding of open communication.

5. The Association will be granted up to one (1) hour during the District's new employee orientation day to conduct JEA business.

B. The Board will provide the Association President with the following:

1. A copy of the Board agenda for all regular and special meetings and a copy of all approved minutes. Said copies shall be sent to the Association President at the same time each is forwarded to Board members.

2. A copy of the Annual Appropriations Resolution.

3. A copy of the Amended Official Certificate of Estimated Resources and amendments thereto.

4. A copy of the Treasurer's monthly financial report submitted to the Board.

5. A training and experience grid of bargaining unit members employed September 1 of each year.

6. A list with each bargaining unit member's name and job title.

C. The Superintendent shall consult with the Association on any new or revised educational policy affecting the classroom teacher that he intends to recommend to the Board and the Association shall advise the Superintendent by May 15^{m} each year of any proposed changes they recommend.

D. The Superintendent shall meet at least once a month with the representatives of the Association, if requested by either party, and at mutually convenient times to discuss matters of mutual concern.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. PURPOSE AND OBJECTIVES

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

B. GRIEVANCE DEFINED

1. A grievance is an alleged violation, misinterpretation, or misapplication of a provision of the negotiated Agreement between the Board and the Association.

2. A grievant shall be defined as a bargaining unit member or the Association if the alleged grievance is one affecting Association rights. A group grievance shall be a grievance affecting two (2) or more bargaining unit members arising out of the same circumstances affecting each member of the group.

C. GENERAL PROVISIONS

1. A grievance shall be initiated by the person(s) so aggrieved within fourteen (14) days of the date the grievant knew of the act or condition upon which the grievance is based. Group grievances filed by the Association on behalf of two (2) or more bargaining unit members alleging the same violation, misinterpretation, or misapplication of the terms of the Agreement shall be signed by at least two (2) of the members so affected.

2. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure in hopes that the solution might be resolved without having to initiate the grievance procedures.

3. A grievance shall be reduced to writing on the Grievance Form contained in Appendix A and shall include:

   a. The appropriate contractual provision allegedly violated

   b. Relief sought

   c. Date of initiating procedure

   d. Name of the grievant if an individual grievance or definition of the group if a group grievance.

4. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.

5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

6. Failure of the Administration to respond in the time limit stated shall allow the grievant to move to the next level appropriate to the type of grievance filed.

7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been waived.

8. A grievance may be initiated at Level II when it has been determined by the building Principal that the subject is not within his/her realm of responsibility or control.

9. A day shall be defined as any day in which the school administrative offices are open and conducting business excluding the month of July.

10. No reprisal shall be made against any party involved in use of this grievance procedure.

11. A grievance may be withdrawn at any level without prejudice.

12. No record, document, or communication concerning a grievance shall be placed in a personal file of any participants involved in the procedure herein described. All records, documents, or communications concerning a grievance shall be, upon resolution of the stated grievance, placed in a special grievance file.

13. A representative of choice may be used by any or all parties involved in the grievance procedure.

14. All grievances shall be recorded and filed on the Grievance Form. Forms will be available upon request from the Association President, building principal, or building representative.

D. LEVEL I - ADMINISTRATION

1. A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within fourteen (14) days of the date the grievant knew or should have known of the alleged violation, if informal discussion does not resolve it.

2. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

3. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

E. LEVEL II - SUPERINTENDENT

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

2. The meeting shall be within fifteen (15) days of the request.

3. The meeting shall be conducted in a manner as stated in Level I.

4. Within fifteen (15) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

F. LEVEL III - ARBITRATION

1. If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may, within fifteen (15) days of receipt of such response, make written request to the Board and the Association's Executive Board that the grievance be submitted to arbitration, providing the grievance is based upon an alleged violation, misinterpretation, or misapplication of the written terms of the Agreement between the Board and the Association.

2. The arbitrator shall be selected by the Superintendent and Association President or their designees.

3. If the Association President and the Superintendent cannot agree within ten (10) days on an arbitrator, the arbitrator shall be selected from the American Arbitration Association, according to its voluntary rules and regulations.

4. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated. However, the arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit unrelated observations or declarations of opinion which are not directly essential in reaching his/her decision.

5. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable laws, and rules and regulations having the force and effect of law.

6. The ruling of the arbitrator shall be made in writing to the Association, the aggrieved and Superintendent, and shall be final and binding on the parties to the limit of the grievance as stated.

7. Cost of the arbitrator shall be shared equally by the aggrieved and the Board. At its option, the Association may assist the aggrieved in sharing the cost.

ARTICLE 5 - TEACHER RIGHTS

The private and personal life of teachers shall not be used as a condition of employment or renewed employment except if in the judgment of the Board it interferes with the teacher's professional performance or it constitutes failure to serve as a positive role model.

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

Members shall be responsible for dressing in a professional, safe, and job-appropriate manner. The members and the District believe in the professionalism of the staff. As such, the presentation of professional, safe, and job-appropriate dress shall not include the following: Clothing (including pants) with holes, shorts*, tank tops, sweatpants*, leggings (unless covered by a shirt or dress that is mid-thigh in length). This excludes spirit/theme days.

**This shall not apply to staff members teaching physical education.*

ARTICLE 6 - TEACHING CONDITIONS

A. 1. By November 15 of each school year, a school calendar committee will be appointed composed of four (4) members appointed by the Superintendent and four (4) members appointed by the Association President. Decision-making by the committee will be by consensus. By January 31 of each school year, the committee will submit written recommendations to the Board for the school calendar for the

school year three years' out. It is fully agreed that the adoption of the school calendar is the legal responsibility of the Board. Should the Board be required to make up days because of excessive calamity days or other circumstances, the Thanksgiving break, the Christmas break, and the five (5) days of spring break will not be used as make-up time.

2. The Superintendent will also confer with the Association President before making recommendations to the Board on proposed calendar changes.

3. The contract year shall consist of one hundred eight-four (184) days for the term of this Agreement as follows:

   a. Days of Instruction.....175

   b. Parent — Teacher Conference Days.....2
   Scheduled in accordance with Article 22

   c. Teacher Organizational/Closing Days.....2
   Scheduled in accordance with Article 23

   d. Professional Development days.....5

   The professional development days will be scheduled during the 184-day teacher work year and will not be scheduled on the Friday immediately before the school year. A bargaining unit member may be permitted, with the approval of the Superintendent, to attend a professional development opportunity during such time outside the District that is related to the bargaining unit member's teaching assignment.

B. 1. A member's work day will not exceed seven (7) hours and thirty (30) minutes including the duty-free lunch period required below except as noted in Article 6, Section J.

2. An uninterrupted duty free lunch period of no less than thirty (30) consecutive minutes shall be provided each bargaining unit member. No grade level, faculty, IEP, or other meetings shall be scheduled during a member's lunch without mutual consent.

C. Travel time between the elementary school campus and the intermediate, middle and high schools campus shall not be considered lunch or conference time for those members assigned responsibilities on two (2) campuses. Traveling teachers will be given a maximum of thirty (30) minutes and a minimum of twenty (20) minutes to travel between campuses and be prepared to teach, exclusive of lunch and planning and conference time.

D. Class size and class load shall comply with the requirements of State Board of Education Operating Standards for Ohio School Districts for secondary (7-12) classes and elementary (K-6) self-contained classes.

E. The Board shall make known to bargaining unit members the sequence for reviewing and updating curriculums and/or textbooks for the District.

F. Bargaining unit members shall be provided materials to instruct their classes and perform their duties within the budgeting constraints of the District as determined by the Superintendent and approved by the Board.

G. The number of pupils assigned to a member shall not exceed the number of pupil desks or State Department of Education approved teaching stations following an adjustment period of two (2) weeks after the beginning of each semester.

H. Bargaining unit members shall be provided a room key. Upon request, members shall be provided a building key or keyless entry swipe card. All keys and swipe cards shall be returned to the principal's office on the member's check-out day or at a mutually agreed upon time. With the Principal's approval, the member will have the option of keeping his/her key(s) or swipe card over the summer vacation. Members retiring, resigning or laid off shall return all keys and swipe cards on the member's last day or check-out day at the end of the year. Members not turning in the keys or swipe cards at the agreed upon time shall be assessed twenty-five dollars ($25) per key and ten dollars ($10) per swipe card. Under no condition shall any room key or building key be duplicated without prior express written approval of the Superintendent.

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

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

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

a. Monday, Tuesday and Fridays each teacher will have one (1) class period per day of released time for planning and conferences, professional study, or lesson preparation.

b. In addition, each teacher will receive a double class period of released time for planning and conferences, professional study, or lesson preparation on either Wednesday or Thursday of each week.

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

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

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

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

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

Building meetings shall not last longer than thirty (30) minutes beyond the bargaining unit member's contractual day unless an emergency exists as determined by the Administration and such meeting requires a longer period of time.

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

Members shall be notified by the Superintendent of the proposed committee meeting dates by September 30th for the first semester and by January 15th for the second semester.

L. Every effort shall be made to have all classrooms available for teachers and ready for opening day at least three (3) days prior to the first day of school for students.

M. All bargaining unit members new to the District shall be provided with a packet of orientation information dealing with insurance and basic forms they will have to work with as an employee of the District.

N. A special education teacher will receive not less than three (3) days of release time per school year for the purpose of developing IEPs. The date(s) and work location(s) will be worked out mutually by the teacher and the Superintendent or designee.

O. License Renewal – An incumbent bargaining unit member who is up for educator license renewal must, as a condition of payment of salary, have submitted all required paperwork to the Ohio Department of Education prior to the first regularly scheduled teacher work day following expiration of the member's license.

P. Each bargaining unit member hired on or after July 1, 2021 shall maintain all ODE licenses and endorsements that the member had in effect at the date of hire. The Board will provide

written notification of this requirement in the initial contract for anyone hired on or after July 1, 2021.

ARTICLE 7 - PAYROLL DEDUCTIONS AND PROCEDURES

A. PROCEDURES

1. Payroll procedures for teachers are set up on a basis of twelve (12) months, or one hundred eighty-four (184) days. Thus, a day's pay is equal to 1/184 of the annual salary and is used in making deductions for absences. There are twenty-four (24) paydays during the year. Paydays will be the 15th and last day of the month. When a payday falls on a scheduled holiday or weekend, payments will be made on the weekday preceding the holiday or weekend. All bargaining unit members will have their payroll direct deposited. Direct deposit notices will be available for viewing online no later than the regularly scheduled pay date.

2. In case of resignation of members before the end of the current school year, full payment will be made the next pay period processed following the Board-approved date of resignation.

B. DEDUCTIONS

1. Deductions from pay are made for:

   a. Unauthorized absence.

   b. Withholding tax, according to information contained on the Exemption Certificate filed with the Board Treasurer; and governmental withholding schedules.

   c. Hospitalization insurance and other group insurance, as authorized by the bargaining unit member.

   d. Bargaining unit member's share of the State Teachers Retirement System contribution.

   e. Payroll deductions shall be made for annuity programs authorized by bargaining unit members. The Treasurer, school officials, and the Board will be held harmless from any authorized deduction, which may be contrary to IRS requirements.

   f. JEA/COEA/OEA/NEA dues shall be deducted from each member submitting a signed approved authorization form to the Treasurer no later than September 30. Said dues shall continue to be deducted each year unless the member submits a written request to the Treasurer that he/she no longer authorizes the deductions. Such deductions shall be made in eighteen (18) installments. If for any reason the Board makes an error in the dues deduction process as above provided, it shall be the employee's

responsibility to contact the Treasurer in writing stating the error made and requesting a mutually agreeable correction. The Association agrees to hold the Board or its designee harmless for errors arising out of the dues deduction procedure as set forth below, but if such errors are not corrected, the Association shall have the right to grieve. Corrections of errors in excess of $50.00 shall be pro-rated.

The Association, on behalf of itself and the OEA/NEA, shall indemnify the Board, its members, and its administrative and supervisory non-bargaining unit members, including but not limited to the Board's Treasurer and Superintendent (all hereinafter, "the indemnitees"), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article.

g. FCPE, upon written authorization by bargaining unit members.

ARTICLE 8 - FAIR DISMISSAL POLICY

A. TERMINATION OF CONTRACT

A bargaining unit member's contract may not be terminated except for reasons set forth in Section 3319.16 of the Ohio Revised Code.

B. NON-RENEWAL OF REGULAR LIMITED CONTRACT

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

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

1. At least one (1) evaluation must be completed in the last year of the teacher's contract.

ARTICLE 9 - DISCIPLINE AND REPRIMAND

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

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

ARTICLE 10 - REGULAR CONTRACTS AND SEQUENCE OF ISSUANCE

A. SEQUENCE OF ISSUANCE

1. Limited regular contracts shall be issued in the following order:

   a. Upon initial employment, the first limited contract may be for one (1) year.

   b. Upon renewal for the first time of a member's regular limited contract, a limited contract of one (1) or two (2) years shall be offered.

   c. The third limited regular contract offered a member shall be for one (1), two (2), or three (3) years.

   d. Subsequent limited regular contracts shall be for three (3) to five (5) years, subject to the provisions below in section "e".

   e. After a minimum of three (3) classroom visits, the Principal may recommend to the Superintendent that he/she recommend a limited contract duration of less than what might otherwise have been offered. The Principal's recommendation shall be based upon classroom observation and the member's job performance. If such a recommendation is to be made, the Principal shall meet and discuss his/her decision with the member prior to making his/her recommendation to the Superintendent. This provision may not be employed in two (2) successive years.

2. Members becoming eligible for consideration for a continuing contract during the term of a limited contract or at the conclusion of his/her limited contract shall notify the Superintendent in writing no later than September 15 in order to be considered that school year for a continuing contract effective at the start of the next school year. The employee is responsible for ensuring that all necessary documentation is submitted to his/her personnel file.

   To be eligible for a continuing contract effective at the start of the next school year, a teacher must satisfy all requirements under Ohio law, including Ohio Revised Code Sections 3319.08 and 3319.11. The legal requirements as of July 1, 2021 are attached as Appendix D.

B. INDIVIDUAL CONTRACT - REGULAR

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

1. Name of member.

2. Name of school district employing said member.

3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.

4. Annual compensation to be paid for the first year of the contract.

5. Basis of determining compensation (i.e. Classroom teacher - B.A. Degree-5 years of experience.)

ARTICLE 11 - EVALUATION PROCEDURE

A. PURPOSES

The purposes of evaluation shall be as follows:

1. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.

2. To provide evidence of a member's performance.

3. To provide information for consideration of advancement or the award of continued employment.

4. To assist the member in improving instruction and effectiveness.

B. EVALUATION PROCEDURE

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

The Board adopts OTES 2.0 Ohio Department of Education Evaluation model, which is aligned to the state teacher evaluation model.

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

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

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

C. DEFINITIONS

1. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator.

2. "Teacher" — For purposes of this policy, "teacher" means licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

   a. A license issued under Ohio Revised Code Section 3319.22, 3319.26, 3319.222 or 3319.226; or
   b. A permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September, 2003; or
   c. A permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September, 2006; or
   d. A permit issued under Ohio Revised Code Section 3319.301.

   Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated using an evaluation tool approved by the Superintendent and Association representative.

   The Superintendent, Treasurer, and any "other administrator" as defined by Ohio Revised Code Section 3319.02 are not subject to evaluation under this policy.

3. "Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

   a. meets the eligibility requirements under Ohio Revised Code Section 3319.111(D); and
   b. holds a credential established by the Ohio Department of Education for teacher evaluation; and
   c. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

   The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless one (1) or more of the following occurs:

   a. An unforeseen emergency arises and a new evaluator must be chosen;

b. The teacher consents with the change to another evaluator;
c. The teacher requests a new evaluator based on documentation which shows the evaluator has discriminated and/or made false claims against the teacher; in this case the Superintendent will make the final decision and that decision shall not be subject to the grievance procedure in Article 4 of this Agreement.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

4. "Core Subject Area" — means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

5. "High-Quality Student Data" – means data used to provide evidence of student learning attributable to the teacher begin evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

6. "Value-Added" — refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District, school and teacher level based on each student's scores on State issued standardized assessments.

D. STANDARDS-BASED TEACHER EVALUATION

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

a. Accomplished
b. Skilled
c. Developing
d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

E. ASSESSMENT OF TEACHER PERFORMANCE

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, conferences, formal observations and walkthroughs. Such performance, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

1. Understanding student learning and development and respecting the diversity of the students they teach;

2. Understanding the content area for which they have instructional responsibility;

3. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

4. Planning and delivering effective instruction that advances individual student learning;

5. Creating learning environments that promote high levels of learning and student achievement;

6. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

7. Assuming responsibility for professional growth, performance and involvement.

F. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. All instructors who meet the definition of "teacher" under Ohio Revised Code 3319.111 and this policy shall be evaluated based on at least two (2) Formal Observations, one (1) Formal Holistic Observation and one (1) Focused Formal Observation, and at least two (2) classroom walkthroughs each school year.

2. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) Formal Observations in addition to classroom walkthroughs unless the Superintendent waives the third observation.

3. A teacher who receives a rating of Accomplished will be evaluated every three (3) years provided the teacher submits a Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan.**

4. A teacher who receives a rating of Skilled will be evaluated every two (2) years provided the teacher submits a Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan.**

** A teacher may be placed on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system.

5. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of Accomplished or Skilled, the following are required:

   - A professional growth or improvement plan;
   - One (1) observation of at least thirty (30) minutes;
   - One (1) conference with discussion on progress on professional growth plan; and

6. A teacher whose limited contract is due to expire at the end of the current contract year shall be formally evaluated in that year.

7. Teachers who are new to the district shall be formally evaluated each of the first two (2) years of employment.

8. A teacher who: (1) was on leave for 50 percent or more of the school year, or (2) has submitted notice of retirement on or before December 1 of the school year will not be formally evaluated.

Evaluations will be completed by May 1 and each teacher will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education.

Each teacher evaluated under this policy shall annually complete a Self-Assessment.

G. FORMAL HOLISTIC AND/OR FORMAL OBSERVATION PROCEDURE

1. Formal observations will consist of a Formal Holistic Observation and a Formal Focused Observation.

   A. Formal Holistic Observation

   The first formal observation consists of the evaluator documenting all observed elements as well as information collected through the pre-conference. A conference between the teacher and evaluator will occur after the Formal Holistic Observation to determine the identified area(s) of focus. The Formal Holistic Observation will be at least thirty (30) minutes.

   B. Formal Focused Observation – with an emphasis on identified focus area(s)

The second formal observation will be a focused one that emphasizes the focus area(s) identified after the earlier Formal Holistic Observation. The focused evaluation will be unannounced. Evaluators will collect sufficient evidence related to the identified focus area(s), as well as sufficient evidence to support a Final Holistic Rating at the end of the evaluation cycle. The Focused Observation will be at least thirty (30) minutes.

C. The third observation, if required, may be a Formal Holistic Observation or a Formal Focused Observation. It will be unannounced and at least thirty (30) minutes.

2. Pre and post-conferences should occur within ten (10) workdays. This ten (10) day provision may be reasonably adjusted in the event of unforeseen circumstances.

3. Formal observations shall not occur on the workday scheduled immediately before or after a scheduled break unless mutually agreed upon.

H. CLASSROOM WALKTHROUGH PROCEDURE

1. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment. Walkthroughs shall not exceed 30 minutes.

2. Data gathered from the walkthrough may be placed on the form designated in iObservation.

3. A final debriefing and/or completed online form must be shared within five (5) working days. This five (5) day provision may be reasonably adjusted in the event of unforeseen circumstances.

I. REMEDIATION OF DEFICIENCIES IDENTIFIED DURING OBSERVATION AND WALKTHROUGHS

1. Observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post observation conference or formal debriefing.

2. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies. Recommendations may include but will not be limited to providing professional development, peer observations, assigning OTES 2.0 videos and other OTES 2.0 Resource Library items.

3. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

4. The remediation plan, as outlined in this section, shall detail:

a. Performance issues documented as deficient;
b. Specific performance expectations;
c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

5. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

6. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.

7. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal holistic and focused observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

J. HIGH QUALITY STUDENT DATA TO INFORM INSTRUCTION AND ENHANCE PRACTICE

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students.

The high-quality student data instrument used must meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy result
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

K. FINAL EVALUATION PROCEDURES

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

L. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

A teacher with a final rating of Accomplished will develop a self-directed Professional Growth Plan.

A teacher with a final rating of Skilled or Developing will develop a Professional Growth Plan with guidance from the assigned credentialed evaluator.

A teacher with a final rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

M. BOARD PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

N. RETENTION AND PROMOTION DECISIONS/REMOVAL OF POORLY PERFORMING TEACHERS

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract

suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the following categories: "Ineffective," and "Developing," shall be considered comparable and "Skilled," and "Accomplished" shall be considered comparable.

O. REMOVAL OF POORLY PERFORMING TEACHERS

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with Ohio Revised Code Section 3319.11 notwithstanding the teacher's summative rating.

It is the parties' intention that any claim that this Article has been violated will be subject to the grievance procedure in Article 4 of the Agreement and not to any action under Ohio Revised Code Section 3319.11(G) (or Ohio Revised Code Chapter 2506). An arbitrator shall be limited in authority in any grievance under this Article to the determination of procedural errors in applying the provisions of this Article and to ordering the correction of procedural errors in applying the provisions of this Article. An arbitrator shall have no jurisdiction to order the Board to reemploy a staff member, except that an arbitrator may order the Board to reemploy a staff member upon a timely grievance asserting a violation of the provisions of this Article if the arbitrator determines that the District has failed to comply with the requirements of the provisions of this Article, but an arbitrator shall have no authority to review evaluations beyond such procedural compliance and hence may not review the judgments or ratings made in evaluations.

ARTICLE 12 - REDUCTION IN FORCE (RIF)

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

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

A. PROCEDURES FOR IMPLEMENTING RIF

1. At least thirty (30) days before implementation, the Association President shall be informed of the Board's intent to initiate a RIF program.

2. As soon as possible after notification, a meeting shall be scheduled between representatives of the Association and representatives of the Board to review the appropriate data. The Association shall be given the opportunity to present its recommendation relative to the proposed RIF.

B. PROCEDURE FOR DETERMINING SENIORITY

1. Seniority in the bargaining unit shall be calculated based on the basis of the member's continuous service to the District measured from the date of Board action of employment. All approved leaves of absence shall be included in determining years of continuous service. The following priority shall be used in determining the least senior member:

   a. Years of continuous service to the District from date of Board action of employment.

   b. Continuing contract status in District.

   c. If a tie remains at this point, it shall be decided by a coin toss.

2. Continuous service shall begin when a member is assigned to perform service for seventeen and one-half (17-$^1/_2$) hours or more per week and for a period of one hundred twenty (120) continuous days or more per contract year. Continuous service shall be interrupted by one of the following:

   a. Subsequent service of less than seventeen and one-half (17-$^1/_2$) hours or more per week and/or less than one hundred twenty (120) continuous days of service during a contract year, or

   b. Resignation, non-renewal, termination, retirement or reduction in force beyond the 24-month period.

C. PROCEDURES FOR DETERMINING RIF LIST

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

    a. Teacher's name
    b. Date of most recent initial employment
    c. Contract status
    d. Areas of certification/licensure
    e. Employment status

2. A list shall be prepared indicating the position(s) to be abolished.

3. A reduction in force list will be prepared applying the following steps until all necessary reductions have been accomplished.

    a. A reduction will be minimized by attrition, defined as members who leave the District by reason of retirement, resignation, non-renewal, or approved leave of absence.

    b. In recommending reductions in an affected teacher field (i.e. area of licensure/certification), preference will be given to continuing contract teachers over limited contract teachers. Apart from that preference, the Board, as required by Section 3319.17 of the Ohio Revised Code, shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. A teacher so affected shall be given the option to be reassigned to another position in an area not affected by a reduction in force provided he/she holds a valid license/certificate in the area and meets one of the following criteria:

        (1) He/she has successfully taught in the District;

        (2) He/she has successfully taught in the other area(s) of certification in another district within the last five (5) years immediately preceding the date of official Board action on the reduction in force;

        (3) He/she has successfully completed at least six (6) semester hours or nine (9) quarter hours of course work from an accredited university related to his/her other area(s) of certification within the last five (5) years immediately preceding the date of official Board action on the reduction in force.

D. PROCEDURES FOR NOTIFICATION OF LAYOFF AND RECALL

1. A member laid off as a result of RIF shall be given written notification by the Superintendent stating the reasons for the layoff

2. Procedures for recall from the RIF list shall be as follows:

a. A member laid off as a result of RIF shall be placed on the RIF list in reverse order of layoff according to each member's area(s) of certification subject to the requirement in Section 3319.17 of the Ohio Revised Code that seniority shall not be the basis for recalling a teacher except when making a decision between teachers who have comparable evaluations.

b. A member of the RIF list shall be recalled for any position(s) for which he/she is certified, provided said member has demonstrated successful teaching experience in each area of certification or has taken course work within the past five (5) years that will enable him/her to teach effectively the subject(s) required in the position.

c. When a position becomes available, the Board shall send a certified letter to all members certified for the position to their last known address advising them of such position.

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

d. No member new to the District will be employed in a position for which a member of the RIF list is certified and meets the qualifications in D.2.b. of this Article until all such qualified members on the RIF list have been recalled or declined in writing an offer of a contract for the position.

e. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored, as of the date of such return to service.

f. Laid-off members shall be given preferential consideration for appointment as substitutes.

g. Members whose contract has been suspended shall remain on the RIF list for a period of twenty-four (24) months beginning the first work day of the following school year.

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

E. EXCLUSIONS

1. Administrative and supervisory personnel are excluded from the provisions of this Article.

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

ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS

A. Members who desire a change in grade, subject or building shall file a written statement of such desire with the Superintendent not later than March 15. Such statement shall include the grade and subject to which the member desires to be assigned and the school or schools, in order of preference to which he/she desires to be assigned.

B. All vacancies including administrative, guidance and supplemental duty positions, due to retirement, advancement, termination/non-renewal or resignation, shall be publicized to the entire present teaching staff so that the presently employed bargaining unit members can be aware of, apply for, and receive consideration for filling such a position.

Seniority and qualifications shall be major considerations when two (2) or more members apply for a guidance or supplemental position.

Vacant guidance and teaching positions will be posted electronically for a period of five (5) calendar days before filling permanently.

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

C. Vacancies will be posted by email to all bargaining unit members.

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

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

E. The Superintendent shall give notice in all school buildings of the creation of all new positions approved by the Board along with pertinent data concerning the new position.

F. The Superintendent, with approval of the Board, shall have the final authority to assign teachers and other employees under his/her supervision to positions for which the teacher is licensed.

ARTICLE 14 - SICK LEAVE

A. Each bargaining unit member employed on a full-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1-1/4) days per month per year effective the beginning date of his/her contract.

B. Each bargaining unit member employed on a part-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1-1/4) days per month per year effective the beginning date of his/her contract. Each day of accumulation shall be a pro-rated day equal to the number of hours employed to work each day. These provisions supersede the treatment of part-time employees that appears in Section 3319.141 of the Ohio Revised Code.

C. All sick leave days accumulated by a bargaining unit member employed on a part-time basis shall be converted on a pro-rated basis in the event of full-time employment.

D. Sick leave may be used for the following reasons:

1. Personal illness or injury.

2. Exposure to contagious disease.

3. Illness in the member's immediate family.

   Immediate family for illness shall be defined as mother, father, daughter, son, husband, wife and other family members including persons for whom the member has legal custody or the member is responsible for and is residing in the member's household. The Superintendent may authorize the use of sick leave for illness for other relatives upon request.

4. Death in the member's immediate family.

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

5. Inability to work due to pregnancy and pregnancy-related disability.

6. Medical appointment.

E. Upon return from sick leave, the bargaining unit member shall furnish a written signed statement on Board prescribed forms specifying for which of the above reasons sick leave was used. In the case of exposure to contagious disease, which could be communicated to others, a physician's statement of fitness must be submitted prior to the individual's return

to work. Any bargaining unit member absent for more than five (5) consecutive days will submit a doctor's excuse if so requested.

F. Unused sick leave shall be accumulated to a maximum of two hundred twenty (220) days. Teachers who have accumulated two hundred twenty (220) days of sick leave as of the first day of school will not be reduced below the maximum of two hundred twenty (220) days at the end of the school year if they are absent on sick leave for a total of fifteen (15) or fewer days in that school year.

G. Any bargaining unit member who transfers from one Ohio public agency or charted, certified Ohio school to the District shall be credited with their prior accrued, unpaid sick leave balance to a maximum of two hundred twenty (220) days. It shall be the responsibility of the transferring unit member to inform the Board Treasurer within thirty (30) days of hire of such prior accrued, unpaid sick leave accumulation.

H. Each new full-time bargaining unit member without prior accumulated sick leave shall be credited with five (5) days of sick leave. If any of the five days are used, they shall be deducted from the total sick leave, which may be accumulated during the first year of service as provided by law.

I. Sick leave may not be used in increments of less than one-quarter (1/4) day.

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

K. **HEALTH EXAMINATION**

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

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

"0" Days	$175.00
1 Day	$150.00
2 Days	$125.00

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

ARTICLE 15 - SICK LEAVE BANK

The Board and the Association hereby agree to establish a Sick Leave Bank on the following terms:

A. PURPOSE

The Sick Leave Bank is established for the purpose of extending paid leave only in cases of serious, catastrophic, or incapacitating illness or injury of the bargaining unit member or immediate family as approved by the Sick Leave Bank Committee. The bargaining unit member must first submit to the Superintendent a written medical certification completed by a qualified physician or health care provider, at the member's sole cost, indicating the member's serious, catastrophic, or incapacitating illness or injury and the expected period of the actual physical or mental incapacity. Upon review, the Superintendent may request additional information from the member and/or the physician/health care provider who provided the medical/health care certification. Additionally, the Superintendent may obtain a second opinion consistent with provisions of the Family Medical Leave Act (FMLA). A serious catastrophic or incapacitating illness or injury must meet the following criteria:

1. Causing a direct and immediate threat to a member's life or their immediate family;
2. Requiring extensive medical care of the member or their immediate family; and
3. Resulting in an extended period of actual physical or mental incapacity of the member or their immediate family.

In order to qualify as having a serious, catastrophic, or incapacitating illness or injury, a bargaining unit member must satisfy all of the three pre-conditions listed above. For this purpose, "immediate family" means spouse, dependent child, parent, or a permanent residence in the bargaining unit member's home.

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

B. ESTABLISHMENT

Each bargaining unit member desiring to participate must contribute at least one (1) day, but not more than two (2) days, of his/her accumulated sick leave to the bank during an annual enrollment period which will be the start of the school year and extend through September 15. The Sick Leave Bank shall not exceed a maximum number of days determined by the number of bargaining unit members per school year.

The Bank shall not be established if fewer than forty (40) bargaining unit members participate.

Part-time bargaining unit member days donated will be converted as a percentage of one (1) day based on the percentage of such person's work per day.

If days in the Bank drop to fewer than ten (10) days, the Sick Leave Bank Committee will reopen enrollment.

Days contributed to the Bank are not returnable and shall not count against a bargaining unit member's record for purposes of any attendance incentive.

C. LIMITATIONS

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

No recipient shall earn additional sick or personal leave while using donated leave.

In extenuating circumstances, the forty (40) day limit may be increased with unanimous committee approval.

D. COMMITTEE

The Sick Leave Bank Committee will consist of the District Superintendent as Chairman, Association President as Vice-Chairman, District Treasurer, and one (1) Association representative, appointed by the Association President.

The Committee is empowered to adopt rules and regulations and to make decisions necessary for administering the Bank so long as such rules, regulations, and decisions do not modify this Agreement.

The Committee shall review and approve or deny all applications to receive days from the Bank. The determinations as to which bargaining unit members obtain donated sick leave and the number of days credited to a particular bargaining unit member are final and not subject to the grievance procedure.

ARTICLE 16 - PERSONAL LEAVE

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

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

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

C. Upon submitting a signed written request on the approved form which shall include the following statement, "I affirm that the use of personal leave is authorized pursuant to the personal leave provisions of the Agreement between the Board and the Johnstown Education Association", the Principal and the Superintendent shall approve the application. However, should reasonable cause exist which would lead the Superintendent to believe that the use of the requested personal leave is not for an approved business purpose, the Superintendent shall require that the specific purpose of such leave be stated.

D. Unused personal leave days may not be cumulative.

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

Days Used	Amount Reimbursed
"0" Days	$175.00
1 Day	$150.00
2 Days	$125.00

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

ARTICLE 17 - ASSOCIATION LEAVE

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

ARTICLE 18 - JURY DUTY

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

ARTICLE 19 - UNPAID LEAVE OF ABSENCE

A. MILITARY LEAVE

Members shall be granted paid and unpaid leave in accordance with Section 5923.05 of the Ohio Revised Code.

B. PROFESSIONAL UNPAID LEAVE

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

C. CHILD CARE LEAVE

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

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

E. Members on an unpaid leave of absence shall notify the Superintendent in writing no later than March 15 in the year their unpaid leave is due to expire of their intent to return. If notification is not received by March 15, it shall be considered a resignation from all contracts of employment and the member's resignation shall be automatically accepted, without further action by the Board.

ARTICLE 20 - PROFESSIONAL MEETINGS

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

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

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

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

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

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

C. Bargaining unit members shall be reimbursed for expenses for attendance at professional meetings held when school is not in session in accordance with the provisions of this Article.

D. Bargaining unit members who have been elected to serve in an official capacity in a state or national office of an organization which is sponsored by or is an affiliate of the OEA and/or NEA or recognized by the State Department of Education may be granted additional professional days without salary deduct but without Board travel expense reimbursement to assume required responsibilities. The number of professional days that may be used for this purpose shall be determined by the Superintendent with the approval of the Board.

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

ARTICLE 21 - PARENTAL COMPLAINT POLICY

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

B. Hence, the Board and the Association agree that parents should resolve complaints at the lowest step of the following procedure and in this sequence, unless state or federal law requires that different procedures be followed:

1. Meet and discuss the problem/concern with the teacher.

2. Meet and discuss the problem/concern with Principal and teacher.

3. Meet and discuss the problem/concern Superintendent, Principal and teacher.

4. Meet and discuss the problem/concern with the Board, Superintendent, Principal and teacher.

C. A conference form signed by the teacher will be put on file in the Principal's office for all formal conferences held between parent and teacher. A copy of the form will be mailed to the parent.

ARTICLE 22 - PARENT - TEACHER CONFERENCE DAY

A. Conference day dates are to be scheduled at the discretion of the Superintendent and the Board within the school calendar and five (5) day school week.

B. Conference dates should be determined no later than September 30 of each year. Said days and times will be communicated to each member in writing by the Superintendent.

C. Scheduled conference day(s) shall be counted as full contract days on the school calendar for each member. Only absences for personal illness or an emergency shall be excused for salary purposes. Absences due to illness or an emergency will be assessed in one-half (1/2) day increments of sick leave or personal leave.

D. The equivalent of two (2) conference days will be scheduled during the school year. The two conference days may be divided into four (4) half (1/2) day increments. The Administration, in cooperation with the staff of each building, will select the specific dates and times for their conferences. Two (2) compensatory days will be scheduled by the Board to offset the two (2) conference days.

E. Parents who are unable to attend a parent-teacher conference in the evening shall be scheduled during the day upon request. Parents so requesting shall contact the building Principal to arrange a parent-teacher conference during the teacher's planning and conference period or other mutually agreed upon time.

F. Conference time shall not be scheduled in the same week of the month in the fall and springtime.

G. Assigned conference days shall not exceed the length of the teacher day.

ARTICLE 23 - TEACHER ORGANIZATIONAL/CLOSING DAYS

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

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

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

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

ARTICLE 24 - NOTIFICATION OF SUBJECT OR GRADE TO BE TAUGHT

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

ARTICLE 25 - COMMITTEE AND TUTOR COMPENSATION

A bargaining unit member serving on after school or assigned summer committee meetings will be paid at the rate of thirty dollars ($30.00) per hour for work done during these time periods. Any bargaining unit members working as a tutor will be paid at the same hourly rate as above. This hourly rate does not apply to IEP and IAT meetings. These groups are mandated by statute. The building Principals will make every effort to spread these meetings among the entire teaching staff.

ARTICLE 26 - EDUCATIONAL GROWTH PAYMENTS

A. In order to qualify for educational growth payment, a member must have approval from the Superintendent prior to enrolling on the course, obtain a grade of "B" or better (a satisfactory grade shall be considered equal to a "B"); must teach in the District the school year following completion of his/her course work unless the member is not under contract because of a reduction in staff policy being put into effect. The payment shall apply only towards work taken after receipt of the Baccalaureate degree, to work taken in pursuit of a Master's or other post-graduate degree in either Education or in furtherance of the bargaining unit member's area of expertise, to work taken to fulfill the requirements of a member's IPDP (Individual Professional Development Plan), or to obtain Highly Qualified status, or to work taken to enhance a member's knowledge and skills in his/her work assignment. When a member elects to use the educational growth provision, written notification must be made to the Superintendent with the number of semester/quarter hours to be taken, course title, course number and college or university. Within five (5) week days that the Superintendent's office is open of submission of written notification, the Superintendent will notify the member whether reimbursement has been approved.

B. Upon completion of an approved course, the member must present an official transcript and proof of payment for reimbursement purposes. Satisfactory course completion must be verified by submitting an official transcript if a member moves laterally to a higher pay category. If no lateral movement on the pay scale will be made, an official university grade card will be acceptable for proof of satisfactory completion.

C. Payment for completion of approved course work shall be paid the second pay period after the transcript and proof of payment are submitted.

D. The annual budgeted amount for Educational Growth Payment shall be twenty-five thousand dollars ($25,000.00) in each year of the Agreement. Any budgeted amount remaining at the end of each year shall be carried over up to a maximum total fund amount of $50,000.00.

The maximum reimbursement to eligible members shall be two-hundred and fifty dollars ($250.00) per semester hour and two-hundred dollars ($200.00) per quarter hour. Members shall be reimbursed for a maximum not to exceed nine (9) semester hours or twelve (12) quarter hours per contract year. In no case shall the reimbursement exceed the actual cost of the course.

ARTICLE 27 - SCHOOL PURCHASES

A. All school items purchased for the Board must be requisitioned through the office of the respective Principal. The Board does not take the responsibility of paying bills ordered by individual bargaining unit members or other school employees.

B. No administrator, bargaining unit member or school official may borrow money in the school's name without a Board resolution in accordance with the law.

C. Each fiscal year every member may order a total of one-hundred dollars ($100.00) of instructional materials of his or her own choice. Each "special area" teacher (gym, music) will receive a total of one-hundred dollars ($100.00) for each building served. Two or more members may pool their one-hundred dollars ($100.00) funds to purchase larger cost items to share with each other. The member will complete a requisition for the material desired and indicate on the requisition "teacher fund". Each building principal shall maintain a record of "teacher fund" expenditures and insure that no member exceeds one-hundred dollars ($100.00) for any fiscal year. All funds must be expended between July 1 and June 30.

D. All requisitions submitted by members must be forwarded to the Superintendent. The Superintendent will make the final decision on the validity of all purchase requests. The Principal may recommend purchases or not recommend purchases as he/she deems appropriate.

ARTICLE 28 - PERIOD SUBSTITUTE PAY

A. The building Principal may hire a regular teacher during his/her preparation time to act as a substitute teacher at twenty-five dollars ($25.00) per class period and fifty dollars ($50.00) per blocked class period.

B. Forms will be completed by the teacher and building Principal and submitted to the Treasurer. This form will constitute a legal supplemental contract and payment of substitute period pay will be made twice annually in July and January based on these forms.

ARTICLE 29 - TRAVEL PAY

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

If the IRS rate is adjusted, the reimbursement rate will also be adjusted on the effective date of the IRS change in policy.

ARTICLE 30 - SEVERANCE PAY

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

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

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

C. At the time of retirement from active service under the State Teachers Retirement System, a staff member with ten (10) or more years of service within the District will receive a **Dedicated Service Recognition** of one thousand dollars ($1,000) as long as the staff member notifies the Superintendent in writing of his/her retirement by February 1st of the academic/fiscal year of retirement and serves out the remainder of the contract year. Payment will be made at the end of the contract year in their final check.

ARTICLE 31 - INSURANCE COVERAGE

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

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

B. **LIFE INSURANCE**

Each eligible bargaining unit member will be provided with forty thousand dollars ($40,000) of term life insurance.

C. **HOSPITALIZATION/ SURGICAL/ MAJOR MEDICAL/ DENTAL INSURANCE**
The employee will pay the following rate:

Single and Family:

Through December 2024, coverage 18% of the premium.
Effective with the January 2025 coverage 18% of the premium.
Effective with the January 2026 coverage 19 % of the premium.
Effective with the January 2027 coverage 20% of the premium.

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

ARTICLE 32 - GUIDELINES FOR SUPPLEMENTAL CONTRACT POSITIONS

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

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

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

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

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

1. Name of said member.
2. Name of the school district for which responsibilities shall be performed.
3. Statement of additional responsibility(ies) and compensation to be provided for each.
4. School year within which compensation is being provided for said responsibility.
5. Basis by which compensation will be paid.
6. Total compensation supplemental.

7. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract followed by the signature of the Board President and Board Treasurer.
8. Provision for signature and date of signing by the member.

D. Fall supplementals will be paid the first pay in December. Winter supplementals will be paid the first pay in March. Spring supplementals will be paid the first pay in June. Year-long supplementals will be paid half (1/2) the first pay in December and the remainder with the second pay in June.

E. Salaries for Supplemental Duties shall be as negotiated.

F. The awarding of supplemental contracts shall be governed by Section 3319.08 of the Ohio Revised Code, and it is mutually understood that supplemental contracts automatically non-renew each school year.

G. All supplemental contracts shall be filled at the June Board meeting unless there are no recommended persons for the position(s). All remaining supplemental positions will be recommended and filled at least one (1) month prior to the beginning of the responsibility, except in emergency. Emergency positions shall be given a written supplemental contract no less than thirty (30) days after hiring.

H. **Fund Account Reports for Advisors**

Each advisor, as to any fund account relative to their supplemental assignment, may review receipts and disbursements and the year-to-date balance, which shall be updated by the Treasurer by the 5th of each month. Such updated information will be reviewable electronically on-line. If such information is not accessible on-line, the Treasurer shall provide a paper statement within one (1) work day of the teacher's request.

ARTICLE 33 - SUPPLEMENTALS

GROUP I

High School Band Director
Varsity Boys Basketball Head Coach
Varsity Football Head Coach
Varsity Girls Basketball Head Coach

GROUP II

High School Consumer Science Advisor
High School Cross Country Head Coach
High School Football Assistant Coach- 5
High School Track Head Coach
JV Boys Basketball Coach
JV Girls Basketball Coach
Middle School Athletic Coordinator
Middle School Consumer Science Advisor
Musical Director
Varsity Baseball Head Coach
Varsity Boys Basketball Assistant Coach
Varsity Boys Golf Head Coach
Varsity Boys Soccer Head Coach
Varsity Girls Basketball Assistant Coach
Varsity Girls Golf Head Coach
Varsity Girls Soccer Head Coach
Varsity Lacrosse Head Coach
Varsity Softball Head Coach
Varsity Volleyball Head Coach
Varsity Wrestling Head Coach
Weight Room Supervisor
Media Arts Coordinator

GROUP III

7th Grade Boys Basketball Coach
Middle School Football Head Coach
7th Grade Girls Basketball Coach
8th Grade Boys Basketball Coach
8th Grade Girls Basketball Coach
Assistant Musical Director
Freshman Boys Basketball Coach
Freshman Girls Basketball Coach
High School Band Assistant
High School Choral Director
High School Track Assistant Coach- 3
Junior Class Advisor
JV Baseball Coach
JV Boys Golf Coach
JV Girls Golf Coach
JV Softball Coach
JV Volleyball Coach
Senior Class Advisor
Varsity Baseball Assistant Coach
JV Boys Soccer Coach
Varsity Cheer Head Coach (Fall)
Varsity Cheer Head Coach (Winter)
JV Girls Soccer Coach
Varsity Softball Assistant Coach
Varsity Volleyball Assistant Coach
Varsity Wrestling Assistant Coach
Yearbook Advisor
Middle School Wrestling Coach
Varsity Assistant Lacrosse Coach

GROUP IV

7th Grade Baseball Coach
Middle School Football Assistant Coach- 3
7th Grade Softball Coach
7th Grade Volleyball Coach
8th Grade Baseball Coach
8th Grade Softball Coach
8th Grade Volleyball Coach
Freshman Volleyball Coach
JV Cheer Coach (Fall)
JV Cheer Coach (Winter)
Middle School Band Director
Middle School Cheer Head Coach (Fall)
Middle School Cheer Head Coach (Winter)
Middle School Choral Director
Middle School Golf Head Coach
Middle School Track Head Coach
High School Game Manager (Fall)
High School Game Manager (Winter)
Middle School Cross Country Head Coach

GROUP V

High School Game Manager (Spring)
High School Quiz Bowl Advisor
High School Student Council Advisor
Middle School Student Council Advisor
Musical Technical Advisor
National Honor Society Advisor
5th Grade Camp Coordinator
8th Grade Washington D.C. Trip Coordinator
HS SMART Period Coordinator
Middle School Track Assistant Coach

The position of FFA Advisor and Band Director will receive an extended contract of forty (40) days at the teacher's per diem rate to be paid with regular payroll on 24 pays.

SUPPLEMENTAL SALARY SCHEDULES

	2024-2025				
Step	1	2	3	4	5
0	$4,950	$3,500	$2,550	$1,800	$1,250
1	$5,150	$3,650	$2,675	$1,900	$1,325
2	$5,350	$3,800	$2,800	$2,000	$1,400
3	$5,550	$3,950	$2,925	$2,100	$1,475
4	$5,750	$4,100	$3,050	$2,200	$1,550
5	$5,950	$4,250	$3,175	$2,300	$1,625
6	$6,150	$4,400	$3,300	$2,400	$1,700
7	$6,350	$4,550	$3,425	$2,500	$1,775
8	$6,550	$4,700	$3,550	$2,600	$1,850

	2025-2026				
Step	1	2	3	4	5
0	$5,050	$3,600	$2,650	$1,900	$1,350
1	$5,250	$3,750	$2,775	$2,000	$1,425
2	$5,450	$3,900	$2,900	$2,100	$1,500
3	$5,650	$4,050	$3,025	$2,200	$1,575
4	$5,850	$4,200	$3,150	$2,300	$1,650
5	$6,050	$4,350	$3,275	$2,400	$1,725
6	$6,250	$4,500	$3,400	$2,500	$1,800
7	$6,450	$4,650	$3,525	$2,600	$1,875
8	$6,650	$4,800	$3,650	$2,700	$1,950

	2026-2027				
Step	1	2	3	4	5
0	$5,150	$3,700	$2,750	$2,000	$1,450
1	$5,350	$3,850	$2,875	$2,100	$1,525
2	$5,550	$4,000	$3,000	$2,200	$1,600
3	$5,750	$4,150	$3,125	$2,300	$1,675
4	$5,950	$4,300	$3,250	$2,400	$1,750
5	$6,150	$4,450	$3,375	$2,500	$1,825
6	$6,350	$4,600	$3,500	$2,600	$1,900
7	$6,550	$4,750	$3,625	$2,700	$1,975
8	$6,750	$4,900	$3,750	$2,800	$2,050

ARTICLE 34 - SALARY SCHEDULES

Bargaining unit members initially employed on or after July 1, 2024 and thereafter shall be paid in accordance with the Alternate Salary Schedule. Every bargaining unit member employed before July 1, 2024 shall make a one-time selection to remain on their current salary schedule or transition to the Alternate Salary Schedule effective for the 2024-2025 school year and thereafter. Such selection must be made in writing to the Treasurer on or before July 15, 2024. Bargaining unit members who do not give notice of selection of the Alternate Salary Schedule on or before July 15, 2024 will remain on the current salary schedule.

2024-2025 SALARY SCHEDULE A					
FY25-A	Group 1	Group 2	Group 3	Group 4	Group 5
Step	BA	BA15	MA	MA15	MA30
0	$39,818	$41,411	$43,800	$44,795	$45,791
1	$41,610	$43,402	$45,990	$46,985	$47,981
2	$43,402	$45,392	$48,180	$49,175	$50,170
3	$45,193	$47,383	$50,370	$51,365	$52,360
4	$46,985	$49,374	$52,560	$53,555	$54,550
5	$48,777	$51,365	$54,749	$55,745	$56,740
6	$50,569	$53,356	$56,939	$57,935	$58,930
7	$52,360	$55,347	$59,129	$60,125	$61,120
8	$54,152	$57,338	$61,319	$62,315	$63,310
9	$55,944	$59,328	$63,509	$64,505	$65,500
10	$57,736	$61,319	$65,699	$66,695	$67,690
11	$57,736	$61,319	$65,699	$66,695	$67,690
12	$59,528	$63,310	$67,889	$68,885	$69,880
13	$59,528	$63,310	$67,889	$68,885	$69,880
14	$61,319	$65,301	$70,079	$71,075	$72,070
15	$61,319	$65,301	$70,079	$71,075	$72,070
16	$63,111	$67,292	$72,269	$73,265	$74,260
17	$63,111	$67,292	$72,269	$73,265	$74,260
18	$64,903	$69,283	$74,459	$75,455	$76,450
19	$64,903	$69,283	$74,459	$75,455	$76,450
20	$66,695	$71,274	$76,649	$77,645	$78,640
21	$66,695	$71,274	$76,649	$77,645	$78,640
22	$68,486	$73,265	$78,839	$79,834	$80,830
23	$68,486	$73,265	$78,839	$79,834	$80,830
24	$70,278	$75,255	$81,029	$82,024	$83,020
25	$70,278	$75,255	$81,029	$82,024	$83,020
26	$72,070	$77,246	$83,219	$84,214	$85,210
27	$72,070	$77,246	$83,219	$84,214	$85,210
28	$72,070	$77,246	$83,219	$84,214	$85,210
29	$72,070	$77,246	$83,219	$84,214	$85,210
30	$72,070	$77,246	$83,219	$84,214	$85,210

2024-2025 SALARY SCHEDULE B (ALTERNATE)					
FY25-B		Groups 1 & 2	Group 3	Group 4	Group 5
Step		BA15	MA	MA15	MA30
0		$43,068	$45,552	$46,774	$47,623
1		$44,501	$47,129	$48,344	$49,200
2		$45,935	$48,706	$49,913	$50,776
3		$47,368	$50,282	$51,483	$52,353
4		$48,801	$51,859	$53,052	$53,930
5		$50,235	$53,436	$54,621	$55,506
6		$51,669	$55,012	$56,191	$57,083
7		$53,102	$56,589	$57,760	$58,660
8		$54,535	$58,166	$59,329	$60,236
9		$55,968	$59,742	$60,899	$61,813
10		$57,402	$61,319	$62,468	$63,390
11		$58,835	$62,896	$64,037	$64,966
12		$60,268	$64,472	$65,607	$66,543
13		$61,703	$66,049	$67,176	$68,119
14		$63,136	$67,625	$68,746	$69,696
15		$64,569	$69,202	$70,315	$71,273
16		$66,002	$70,779	$71,884	$72,849
17		$67,436	$72,335	$73,454	$74,426
18		$68,869	$73,932	$75,023	$76,003
19		$70,302	$75,509	$76,592	$77,579
20		$71,736	$77,085	$78,162	$79,156
21		$73,170	$78,662	$79,731	$80,733
22		$74,603	$80,239	$81,300	$82,309
23		$76,036	$81,815	$82,870	$83,886
24		$77,469	$83,392	$84,439	$85,462
25		$78,903	$84,968	$86,008	$87,039
26		$80,336	$86,545	$87,578	$88,616
27		$80,336	$86,545	$87,578	$88,616
28		$80,336	$86,545	$87,578	$88,616
29		$80,336	$86,545	$87,578	$88,616
30		$80,336	$86,545	$87,578	$88,616

2025-2026 SALARY SCHEDULE A					
FY26-A	Group 1	Group 2	Group 3	Group 4	Group 5
Step	BA	BA15	MA	MA15	MA30
0	$41,411	$43,068	$45,552	$46,588	$47,623
1	$43,275	$45,138	$47,830	$48,865	$49,900
2	$45,138	$47,209	$50,107	$51,143	$52,178
3	$47,002	$49,279	$52,385	$53,420	$54,456
4	$48,865	$51,350	$54,663	$55,698	$56,733
5	$50,729	$53,420	$56,940	$57,976	$59,011
6	$52,592	$55,491	$59,218	$60,253	$61,288
7	$54,456	$57,561	$61,495	$62,531	$63,566
8	$56,319	$59,632	$63,773	$64,808	$65,844
9	$58,183	$61,702	$66,051	$67,086	$68,121
10	$60,046	$63,773	$68,328	$69,363	$70,399
11	$60,046	$63,773	$68,328	$69,363	$70,399
12	$61,910	$65,844	$70,606	$71,641	$72,676
13	$61,910	$65,844	$70,606	$71,641	$72,676
14	$63,773	$67,914	$72,883	$73,919	$74,954
15	$63,773	$67,914	$72,883	$73,919	$74,954
16	$65,636	$69,985	$75,161	$76,196	$77,231
17	$65,636	$69,985	$75,161	$76,196	$77,231
18	$67,500	$72,055	$77,439	$78,474	$79,509
19	$67,500	$72,055	$77,439	$78,474	$79,509
20	$69,363	$74,126	$79,716	$80,751	$81,787
21	$69,363	$74,126	$79,716	$80,751	$81,787
22	$71,227	$76,196	$81,994	$83,029	$84,064
23	$71,227	$76,196	$81,994	$83,029	$84,064
24	$73,090	$78,267	$84,271	$85,307	$86,342
25	$73,090	$78,267	$84,271	$85,307	$86,342
26	$74,954	$80,337	$86,549	$87,584	$88,619
27	$74,954	$80,337	$86,549	$87,584	$88,619
28	$74,954	$80,337	$86,549	$87,584	$88,619
29	$74,954	$80,337	$86,549	$87,584	$88,619
30	$74,954	$80,337	$86,549	$87,584	$88,619

2025-2026 SALARY SCHEDULE B (ALTERNATE)					
FY26-B		Groups 1 & 2	Group 3	Group 4	Group 5
Step		BA & BA15	MA	MA15	MA30
0		$44,361	$46,920	$48,178	$49,052
1		$45,837	$48,544	$49,795	$50,676
2		$47,314	$50,168	$51,411	$52,300
3		$48,790	$51,792	$53,028	$53,924
4		$50,266	$53,416	$54,644	$55,548
5		$51,742	$55,039	$56,261	$57,172
6		$53,219	$56,663	$57,877	$58,796
7		$54,696	$58,287	$59,494	$60,420
8		$56,172	$59,911	$61,110	$62,044
9		$57,648	$61,535	$62,727	$63,668
10		$59,125	$63,159	$64,343	$65,292
11		$60,601	$64,783	$65,959	$66,916
12		$62,077	$66,407	$67,576	$68,540
13		$63,555	$68,031	$69,192	$70,164
14		$65,031	$69,655	$70,809	$71,788
15		$66,507	$71,279	$72,425	$73,412
16		$67,983	$72,903	$74,042	$75,036
17		$69,460	$74,527	$75,658	$76,660
18		$70,936	$76,151	$77,275	$78,284
19		$72,412	$77,775	$78,891	$79,908
20		$73,889	$79,399	$80,508	$81,532
21		$75,366	$81,023	$82,124	$83,156
22		$76,842	$82,647	$83,741	$84,780
23		$78,318	$84,271	$85,357	$86,404
24		$79,794	$85,895	$86,973	$88,028
25		$81,271	$87,519	$88,590	$89,651
26		$82,747	$89,143	$90,206	$91,275
27		$82,747	$89,143	$90,206	$91,275
28		$82,747	$89,143	$90,206	$91,275
29		$82,747	$89,143	$90,206	$91,275
30		$82,747	$89,143	$90,206	$91,275

2026-2027 SALARY SCHEDULE A					
FY27-A	Group 1	Group 2	Group 3	Group 4	Group 5
Step	BA	BA15	MA	MA15	MA30
0	$42,654	$44,360	$46,919	$47,985	$49,052
1	$44,573	$46,493	$49,265	$50,331	$51,398
2	$46,493	$48,625	$51,611	$52,677	$53,744
3	$48,412	$50,758	$53,957	$55,023	$56,090
4	$50,331	$52,891	$56,303	$57,369	$58,436
5	$52,251	$55,023	$58,649	$59,715	$60,781
6	$54,170	$57,156	$60,995	$62,061	$63,127
7	$56,090	$59,289	$63,341	$64,407	$65,473
8	$58,009	$61,421	$65,687	$66,753	$67,819
9	$59,928	$63,554	$68,033	$69,099	$70,165
10	$61,848	$65,687	$70,378	$71,445	$72,511
11	$61,848	$65,687	$70,378	$71,445	$72,511
12	$63,767	$67,819	$72,724	$73,791	$74,857
13	$63,767	$67,819	$72,724	$73,791	$74,857
14	$65,687	$69,952	$75,070	$76,137	$77,203
15	$65,687	$69,952	$75,070	$76,137	$77,203
16	$67,606	$72,085	$77,416	$78,483	$79,549
17	$67,606	$72,085	$77,416	$78,483	$79,549
18	$69,525	$74,217	$79,762	$80,829	$81,895
19	$69,525	$74,217	$79,762	$80,829	$81,895
20	$71,445	$76,350	$82,108	$83,174	$84,241
21	$71,445	$76,350	$82,108	$83,174	$84,241
22	$73,364	$78,483	$84,454	$85,520	$86,587
23	$73,364	$78,483	$84,454	$85,520	$86,587
24	$75,284	$80,615	$86,800	$87,866	$88,933
25	$75,284	$80,615	$86,800	$87,866	$88,933
26	$77,203	$82,748	$89,146	$90,212	$91,279
27	$77,203	$82,748	$89,146	$90,212	$91,279
28	$77,203	$82,748	$89,146	$90,212	$91,279
29	$77,203	$82,748	$89,146	$90,212	$91,279
30	$77,203	$82,748	$89,146	$90,212	$91,279

2026-2027 SALARY SCHEDULE B (ALTERNATE)					
FY27-B		Groups 1 & 2	Group 3	Group 4	Group 5
Step		BA & BA15	MA	MA15	MA30
0		$45,692	$48,328	$49,625	$50,525
1		$47,213	$50,001	$51,290	$52,198
2		$48,734	$51,674	$52,955	$53,871
3		$50,255	$53,346	$54,620	$55,543
4		$51,775	$55,019	$56,285	$57,216
5		$53,296	$56,692	$57,950	$58,889
6		$54,817	$58,365	$59,615	$60,561
7		$56,338	$60,037	$61,280	$62,234
8		$57,858	$61,710	$62,945	$63,907
9		$59,379	$63,383	$64,610	$65,580
10		$60,900	$65,055	$66,275	$67,252
11		$62,421	$66,728	$67,940	$68,925
12		$63,941	$68,401	$69,605	$70,598
13		$65,463	$70,074	$71,270	$72,270
14		$66,983	$71,746	$72,935	$73,943
15		$68,503	$73,419	$74,600	$75,616
16		$70,024	$75,092	$76,265	$77,289
17		$71,545	$76,764	$77,930	$78,961
18		$73,066	$78,437	$79,595	$80,634
19		$74,586	$80,110	$81,260	$82,307
20		$76,107	$81,783	$82,925	$83,979
21		$77,628	$83,455	$84,590	$85,652
22		$79,149	$85,128	$86,255	$87,325
23		$80,669	$86,801	$87,920	$88,998
24		$82,190	$88,473	$89,585	$90,670
25		$83,711	$90,146	$91,250	$92,343
26		$85,232	$91,819	$92,915	$94,016
27		$85,232	$91,819	$92,915	$94,016
28		$85,232	$91,819	$92,915	$94,016
29		$85,232	$91,819	$92,915	$94,016
30		$85,232	$91,819	$92,915	$94,016

ARTICLE 35 - STRS PICK UP

A. The Board agrees with the Association to STRS "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon the behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be that percentage mandated by STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all bargaining unit members.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a member's contract.)

B. Each member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 36 - BUILDING / FACULTY

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

ARTICLE 37 - ASSAULT LEAVE

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

A. Assault leave under this provision shall not be charged to sick leave.

B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.

C. The teacher shall be required to provide a physician's statement describing the nature of the physical disability and its expected duration. The Board shall have the right to have the employee examined by a physician of the Board's choice at the Board's expense.

D. The teacher will be maintained on full pay status with fringe benefits during the period of paid assault leave and will not lose any benefit during such leave.

E. If, upon the exhaustion of both sick leave and paid assault leave of twenty (20) working days, the teacher is still unable to perform his/her contractual duties, he/she shall be eligible for a leave of absence. Such leave of absence herein provided is without pay and is not to extend beyond the end of the current school year unless renewed by the Board.

F. Any employee who receives benefits under this policy shall cooperate with the County Prosecutor in criminal prosecution resulting from the assault.

ARTICLE 38 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

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

2. If one of the committee teachers is being considered for licensure renewal, the committee shall consist of three (3) teachers and two (2) administrators. The administrators will determine which of their members shall participate.

3. When an administrator is being considered for licensure renewal, the committee shall consist of three (3) administrators and two (2) teacher members. The teachers will determine which of their two (2) members will participate.

4. If an administrative member is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the committee to review that administrator's licensure renewal process only.

B. MEETINGS OF THE LPDC

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

The LPDC meeting schedule shall be announced as soon as the schedule is determined for each school year. Meetings will be held quarterly, three (3) during the school year during the afternoon of a school day, one (1) during the summer. An after-school meeting will be held one (1) month after the quarterly meeting. Meetings during the third month of each quarter will be held if needed.

C. DUTIES AND POWERS OF THE LPDC

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

D. LIMITATIONS

The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, action of the LPDC shall be limited in scope by law and must be consistent with the adopted policies of the Board and this Agreement.

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

E. APPEAL OF A DECISION OF THE LPDC

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

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

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

F. LIABILITY

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

G. TRAINING

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

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

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

ARTICLE 39 - RESIDENT EDUCATOR PROGRAM

A. The District shall be part of the Licking Regional Educational Service Center (LRESC) Resident Educator program for bargaining unit members. A Resident Educator bargaining unit member shall be defined as a member who is so recognized by the Ohio Department of Education to be a Resident Educator.

B. The maximum ratio for this program shall be:

1. Two (2) Year-One Resident Educators to one (1) mentor, per LRESC program standards

2. Four (4) Year-Two Resident Educators to one (1) mentor, per LRESC program standards

C. The Board shall annually provide release days to each mentor to observe the assigned Resident Educator according to the schedule below. These days may be used in one-half (1/2) day increments. Additional days may be granted upon request.

1. Year-One — Two (2) mentor release days per Resident Educator

2. Year-Two — One (1) mentor release day per Resident Educator

D. The communication between the mentor and the Resident Educator shall be considered confidential except as required by law. Mentors shall not participate in the evaluation of any bargaining unit member, except as required by law. However, the Resident Educator may request that a school administrator consider and/or include activities and/or communications inherent in the Resident Educator program.

E. If the District is not part of the LRESC Resident Educator Program, terms for B, C, and D of this provision shall remain in effect, but mentors shall be compensated as follows:

1. Year-One mentors - $800 per Resident Educator

2. Year-Two mentors - $400 per Resident Educator

F. The Association will participate in recruiting and encouraging teachers to participate as Resident Educator mentors.

ARTICLE 40 - INCLUSION

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

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

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

A. ATTENDANCE AT IEP MEETINGS

1. Teachers whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for the IEP members for such participation.

2. Any teacher whose duties would be impacted by an IEP can request a meeting at any time to review the IEP. The meeting shall take place within fifteen (15) working days from the date of the request.

B. CLASS SIZE WITH INCLUDED STUDENTS

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

C. WAIVER PROCEDURES

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

D. SPECIALIZED HEALTH CARE PROCEDURES AND SUPPORT SERVICES

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

ARTICLE 41 - EMPLOYMENT OF RETIRED TEACHERS

A. SALARY

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

B. CONTRACT OF EMPLOYMENT

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

C. SUPPLEMENTAL CONTRACTS

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

D. LEAVES OF ABSENCE

Retired teachers re-employed by the Board shall receive sick leave (including bonus) and personal leave (including bonus) in accordance with Articles 14 and 15 of this Agreement. In no event will sick leave be carried over from any previous employment. Retired teachers re-employed by the Board shall not be eligible for sabbatical leave. Retired teachers re-employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave, and family and medical leave. In no event shall leave extend beyond the retiree's employment contract term.

E. EVALUATION OF RE-EMPLOYED RETIRED TEACHERS

The evaluation of re-employed retired teachers is governed by Article 11 of this Agreement.

F. SEVERANCE PAY

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

G. INSURANCE

A re-employed retired teacher must accept insurance benefits through STRS and not the Board. However, if the teacher is precluded by STRS policy from participating in STRS-provided medical insurance benefits, the teacher may participate in such benefits in accordance with the terms of Article 31 of this Agreement. A teacher employed by this Article may choose to participate in Board-provided insurance benefits, other than medical benefits, solely at the retiree's expense.

H. PROFESSIONAL GROWTH PAYMENTS

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

I. WAIVER/SUPERCEDE CONTRARY PROVISIONS

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

ARTICLE 42 - DURATION AND IMPLEMENTATION

A. The terms of this Agreement shall be effective from July 1, 2024, through and including June 30, 2027.

B. If any part of this Agreement is found to be in violation of federal or state law, then that provision shall be automatically deemed invalid and shall be inoperative and shall be renegotiated by the parties.

C. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The parties agree that this Agreement constitutes the entire contract between them.

E. Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law, including but not limited to the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, personnel and organizational structure;

2. Direct, supervise evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the workforce;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the workforce; and

9. Take actions to carry out the mission of the public employer as a governmental unit.

As required by Ohio Revised Code Section 3302.10(P), the provisions of Section 3302.10 are incorporated by reference as part of this Agreement. Should the District enter into the provisions of Section 3302.10, the intent of the parties is to emerge with this Agreement intact.

FOR THE ASSOCIATION:

Katie Shaffer

Tammy Ortman

Kim Neil

Mick Reilly

Kevin Hickman

FOR THE BOARD:

Tim Swauger, Board President

Dr. Philip H. Wagner, Superintendent

Felicia Drummey, Treasurer

Debbie Seibel, Dir. Curriculum, Instruction & Technology

Appendix A

JOHNSTOWN-MONROE BOARD OF EDUCATION
AND
JOHNSTOWN EDUCATION ASSOCIATION

GRIEVANCE FORM

1.NAME OF GRIEVANT DATE _____

2. DATE ALLEGED GRIEVANCE TOOK PLACE

3. BRIEF DESCRIPTION OF ALLEGED GRIEVANCE

_____

_____

_____

_____

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

_____

_____

_____

5. RELIEF SOUGHT _____

_____

_____

6. GRIEVANT'S SIGNATURE(S) _____

_____

_____

_____

Appendix B

GRIEVANCE DISPOSITION

1. DATE OF INFORMAL HEARING _____

2. INFORMAL DISPOSITION _____

_____

_____

3. DATE OF LEVEL I - HEARING (ADMINISTRATOR) _____

4. LEVEL I - DISPOSITION: _____

_____

_____

5. DATE OF LEVEL II - HEARING (SUPERINTENDENT) _____

6. LEVEL II - DISPOSITION: _____

_____

_____

7. DATE OF LEVEL III - REQUEST _____

8. NAME OF AGREED UPON ARBITRATOR _____

9. DATE AAA REQUESTED TO SELECT ARBITRATOR _____

10. LEVEL III DISPOSITION: _____

_____

_____

_____

_____

_____

Appendix C

SICK LEAVE BANK CONTRIBUTION FORM

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

In the event the Sick Leave Bank goes to fewer than ten (10) days this 20 ____ school year, I will contribute one (1) accumulated sick day.

_____ _____

Signature Date

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

Continuing Contract Process

Employee Name _____

1. Licensure

Educator license initially issued on or after January 1, 2011

Teacher holds one of the following (circle one):

1. Professional educator license
2. Senior professional educator license
3. Lead professional educator license

Date of initial licensure_____

Does not meet licensure criteria ☐

Educator license initially issued prior to January 1, 2011

Teacher holds one of the following (circle one):

1. Professional certificate, permanent certificate, or life teacher's certificate
2. Professional educator license

Date of initial licensure_____

Does not meet licensure criteria ☐

2. Experience

Educator license initially issued on or after January 1, 2011

The teacher has held an educator license for at least ***seven*** years **and** has taught in the district at least ***three*** out of the last ***five*** years. ☐

OR

The teacher had continuing contract status granted elsewhere and has served ***two*** years in the district. ☐

Does not meet experience criteria ☐

Educator license initially issued prior to January 1, 2011

The teacher has taught within the district for at least ***three*** out of the last ***five*** years. ☐

OR

The teacher had continuing contract status granted elsewhere and has served ***two*** years in the district. ☐

Does not meet experience criteria ☐

3. Degree and Coursework

If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or educator license, then the teacher must have completed 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; ☐

OR

If the teacher held a master's degree at the time of initially receiving a teacher's certificate or license, then the teacher must have completed six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; ☐

Does not meet coursework criteria ☐

Meets All Criteria ☐ Does Not Meet All Criteria ☐ Checked by:_____ Date:_____

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Johnstown-Monroe Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Johnstown Education Association, effective from July 1, 2024-June 30, 2027.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education and Workforce.

Felicia Drummond
Treasurer 5/22/24 Date

Superintendent 05/22/2024 Date

Board President 5/22/24 Date