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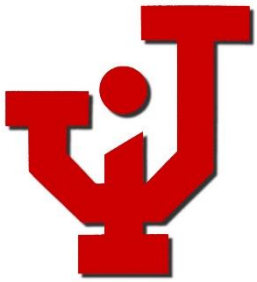
Negotiated Agreement

Between

Jackson City Board of Education

And

Jackson City Education Association



Effective
August 1, 2024
Through
July 31, 2026

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Article 1—Recognition

1. The Jackson City Board of Education (hereinafter referred to as the "Board") recognizes the Jackson City Education Association, OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all certified personnel on regular, limited, or continuing contracts and full-time tutors and substitute teachers employed on a continuous basis for sixty (60) days or more. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.

2. Excluded from the unit shall be the Superintendent, principals, assistant principals, supervisors, psychologist, Athletic Director, casual and day-to-day substitutes and aides.

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

3. The recognition granted herein shall be valid for the duration of the contract providing the Association maintains a membership in accordance with Collective Bargaining Law 4117.05. The Association will provide to the Treasurer of the Board evidence of such majority membership. Said evidence shall be in the form of individually signed membership forms that will include the employee's name and address. Said evidence shall be submitted to the Treasurer by December 15th of each year.

4. Authorization of payroll deductions for the Association dues will be finalized by September 1st except for new employees hired after that date.

Article 2—Management Rights

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

Article 3—Grievance Procedure

A. Definitions

1. A complaint is defined as the verbal statement of the problem for which Level I under Section C "procedure" will apply.

2. A grievance is defined as the written statement of the alleged violation for which Level II under Section C "procedure" will apply.

3. A grievance is an alleged violation, misinterpretation or misapplication of the written negotiated agreement between the Association and the Board of Education.

4. A Grievant is an employee or group of employees in the bargaining unit, or the Association, alleging a violation, misinterpretation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of similar circumstances affecting each member of said group.

5. The Party in Interest is the party or parties with whom the Grievant has a complaint or possible grievance.

6. The grievance procedure is a method by which the alleged violation, misinterpretation, or misapplication of the written negotiated agreement can be resolved at the lowest administrative level possible. No reprisals shall be taken against any grievant, administrator or Board member as a result of his/her participation in, or identification with, the grievance procedure.

7. If a grievance affects a group of bargaining unit members, the grievance may be filed at Level III, if Level II is mutually agreed to be inappropriate by both the administrators and the Association.

8. Days as used in this grievance procedure shall be defined as bargaining unit member working days during the regular school year, or other days when the central office is open, (excluding Saturdays, Sundays, and legal holidays) and should be considered maximum unless documented as mutually extended.

9. The failure of a grievant(s) to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

10. During the term of this Agreement, no grievant may be represented by any other organization than the Jackson City Education Association in the grievance procedure initiated pursuant to this procedure. The Association shall have the right to be present for the adjustment of all grievances.

B. Rights and Restrictions

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

2. Every member of the bargaining unit shall have the right to present a grievance according to the terms of this procedure. All participants in the grievance procedure shall be free from coercion, interference, discrimination, restraint, and reprisal.

3. If a grievance is not initiated within twenty (20) days after the aggrieved knew or should have known of the event or condition on which the grievance is based, the grievance shall be considered forever waived.

4. In a situation where an alleged violation of the negotiated agreement has reoccurred, after documented agreement has been forged between the Party in Interest and the Grievant, the following provisions apply. The next level of grievance will be applied within ten days of a second discussion at the level where both parties reached agreement originally.

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

6. Time limits specified herein may be altered by mutual agreement of the parties.

7. Grievance(s) filed on a decision made by the Superintendent, Assistant Superintendent, or central office supervisor will move directly to Level III in the grievance procedure below.

C. Procedure

1. Level I – Informal

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

2. Level II – Formal

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

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

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

3. Level III

In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days from the date of conclusion of the hearing of the grievance by the Principal; the grievant or his/her Association representative may within ten (10) days of receipt of the Level II answer may request, in writing, a meeting with the Superintendent. In the event the aggrieved is filing directly at Level III, in accordance with section (B)(7) of this Article, the grievance must be filed within twenty (20) days after the aggrieved knew or should have known of the event or condition on which the grievance is based or the grievance shall be considered forever waived.

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

4. Level IV

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

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

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, not limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of the law. The arbitrator shall issue his decision on the grievance in writing. The Association, the aggrieved, the Superintendent, and the Board shall be bound by the arbitrator's decisions.

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

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

D. Records

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

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

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

E. Miscellaneous Provisions

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

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

Article 4—Association Rights and Activities

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

The Board therefore authorizes the Association:

1. To use the facilities of any building for meetings without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use Board-owned equipment including computers, calculators, copiers, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies such as paper, will be supplied by the Association.

3. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletter, or other circulars.

4. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.

5. To use telephones in any building to carry out Association business. No fees or toll call charges shall be charged to a school phone. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.

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

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

Purpose

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

Application

A. Definition of "Teacher"

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

1. Any person who is employed under a teacher license issued under Ohio Revised Code (ORC) Chapter 3319 who spends at least 50% of his/her time providing student instruction; or

2. Any person who is employed under a professional or permanent certificate issued under former ORC 3319.222 who spends at least 50% of his/her time providing student instruction.

This Article does not apply to anyone who is employed as a substitute teacher.

General Provisions

A. It is the purpose of the program of staff assessment to:

1. Grow and improve the quality of instruction students receive;

2. improve student learning;

3. strengthen professional competence;

4. inform employment decisions (retention, promotion, and removal of poorly performing teachers).

B. The staff evaluation program (OTES 2.0) shall support the identification of instructional strengths, professional growth and specific areas, if applicable, in which the individual needs improvement.

C. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.

D. This Article does not apply to teacher supplemental contracts, or teachers employed as substitutes or to any person employed under a teacher license/certificate who spends less than fifty percent (50%) of his/her time providing student instruction.

E. Eavesdropping, and listening over the PA system shall be prohibited. The use of audio/video as part of the evaluation procedure is only permitted if the teacher consents.

Evaluation Committee

Article 5 shall be submitted to an ongoing committee composed of three Association members, appointed by the Association President, and three administrators to review and to make recommendations to Article 5. Recommendations for Article 5 will be submitted to the negotiations team for final agreement. The committee will also ensure that all measures of high-quality student data (HQSD) adhere to the relevant criteria established by the State Board of Education.

Schedule/Frequency of Evaluation Cycles

A. In accordance with ORC 3319.111(C)(1)

1. Each teacher shall be fully evaluated at least once each school year, except as otherwise provided by statute and this Article. All evaluations will be completed by May 1st and each teacher will be provided a written report of the results of the evaluation process by May 10th.

B. Where allowable by statute and this article, the evaluator will attempt to complete one formal observation in each semester.

C. Any teacher who received a final rating of Accomplished on the most recent full evaluation conducted under this section may be fully evaluated once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. During years that the teacher is not subject to a formal evaluation, the teacher shall be subject to one formal observation a year and shall have at least one conference per year with his/her evaluator. Said conference will include a discussion regarding progress on the teacher's professional growth plan.

D. Any teacher who received a rating of Skilled on the most recent evaluation conducted under this section shall be fully evaluated once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. During years that the teacher is not subject to a formal evaluation, the teacher shall be subject to one formal observation a year and shall have at least one conference per year with his/her evaluator. Said conference will include a discussion regarding progress on the teacher's professional growth plan.

E. The Board may elect not to conduct an evaluation of a teacher who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated and defined by the Board.

F. The Board may elect not to conduct an evaluation of a teacher who has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

Credentialed Evaluators

The Board will use credentialed evaluators as defined in O.R.C. 3319.111(D). All components and procedures of OTES 2.0 shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by SBOE for being an evaluator. Every evaluator must complete state sponsored evaluation training and is required to pass credentialing assessment.

Professional Development

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

Observations

A. The first observation in each school year will be completed only after the teacher being observed has been given at least 24 hours' notice. All other observations may be completed with or without prior notice.

B. Each full evaluation cycle will consist of at least two (2) formal observations of at least thirty (30) consecutive minutes in length. The first formal observation shall be followed by a post-conference. This post-conference will serve as another opportunity for the teacher to provide additional evidence concerning his/her evaluation.

C. Each teacher on a limited contract or extended limited contract and who is under consideration for nonrenewal shall have at least three (3) formal observations in his/her annual evaluation.

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

Informal Observations/Walkthroughs

There shall be a minimum of two informal observations/walkthroughs per evaluation cycle consisting of a maximum of ten (10) consecutive minutes each.

Conferences

A. All pre and post conferences will be conducted in a face-to-face professional conversation interview format when requested by either party. If either party does not request the face-to-face interview, it will be cancelled.

B. A post conference will be held within five (5) working days of the formal classroom observation unless the principal or teacher is absent from school or there are extenuating circumstances.

C. The administrator conducting the evaluation shall provide the results to the teacher for his/her acknowledgment by written receipt within ten (10) working days of the post conference. When signed by the teacher, the receipt is to be sent to the Superintendent by the evaluator as soon as received.

D. After the final post conference, the teacher will have two (2) working days to review the written evaluation report rating and make any additions of evidence to that rating. The evaluator can make changes to the rating, based on evidence, and shall submit it to the teacher before final submission to the Superintendent.

E. In the event a teacher disputes the results of the evaluation report, the teacher shall state his/her evidence aligned objections in writing and attach such as a permanent addendum to the evaluation form and/or written evaluation report within ten (10) working days of the evaluation conference.

F. If the evaluator has concern(s) that may lead to non-renewal, then (a) the concern(s) should be communicated to the teacher within fifteen (15) working days of the second post-conference, and (b) the second observation should occur as early in the second semester as possible.

G. Any teacher being nonrenewed will be notified in writing by June 1.

Assigning a Performance Rating

Each formal evaluation will result in a final performance rating of "Accomplished," "Skilled," "Developing," or "Ineffective." Evidence of teacher performance will be gathered through formal observations, classroom walkthrough/informal observations, professional conversations between the evaluator and teacher, the use of high-quality student data, other evidence of practice and professionalism and the Standards for Ohio Educators which are represented in the OTES 2.0 Performance Rubric. Final Ratings will be based upon a preponderance of evidence.

Professional Growth and Improvement Plans

A. Teachers must develop professional growth or improvement plans based on their final summative holistic rating.

B. Teachers with a final holistic rating of Accomplished must annually develop a self-directed professional growth plan.

C. Teachers with a final holistic rating of Skilled must annually develop a professional growth plan jointly with a credentialed evaluator for the evaluation cycle from the Board-approved list.

D. Teachers with a final holistic rating of Developing must annually develop a professional growth plan guided by their evaluator.

E. Teachers with a final holistic rating of Ineffective will be placed on an improvement plan developed by the Superintendent's assigned and credentialed evaluator from the Board-approved list.

F. Teachers who are new to the District or profession will develop a professional growth plan collaboratively with their evaluator. The new employee may be requested to provide their last evaluation from their previous employer to use as a starting point for development of their professional growth plan.

Article 6—Non-OTES Evaluation Procedures

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

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

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

1. Class observations and subsequent reporting and evaluation shall be conducted only by building principals, assistant principals, or other administrators or supervisors who possess a Master's Degree and the appropriate administrative or supervisory certificate/license. Each observation required will consist of not less than thirty consecutive minutes.

2. Each class observation shall be followed by a "Report of Class Observation" on the prescribed form, a copy of which will be given to the teacher within five (5) working days of the observation. An observation conference shall be held within five (5) working days of the classroom observation unless the principal or teacher is absent from school or unless there are extenuating circumstances.

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

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

3. Formal evaluations shall be held as follows:

   a. <u>ALL TEACHERS</u> – Each teacher should be evaluated at least once every year. The first evaluation shall be based upon at least two observations.

   b. Each teacher on a limited contract or extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations per annual evaluation.

Evaluations of all teachers shall be completed by May 1st of each year.

4. Additional evaluation conferences and/or classroom observations may be held at the discretion of the Principal or upon the request of the teacher.

5. Each of the evaluations or observation conferences shall be performed in an interview setting. A copy of the form "An Evaluation of Teacher Performance" shall be signed by both the teacher and the evaluator. This copy shall be included in the teacher's file. The teacher's signature shall indicate that he/she is fully aware of the contents of the written appraisal and he/she has received a copy. The teacher's signature shall not be interpreted as the teacher's agreement with the contents of the appraisal report. In the event a teacher disputes the written results of the appraisal, the teacher shall state his/her objections in writing and attach

such as a permanent addendum to the evaluation form within ten (10) working days of the written evaluation conference.

6. In any case where a teacher is appraised as (1) "unacceptable" or (2) "needs improvement" the evaluator shall make written plans for improvement on the evaluation form. A written report of the results of the evaluation includes:

   a. Specific recommendations regarding any improvements needed in the performance of the teacher being evaluated; and

   b. The means by which the teacher may obtain assistance in making such improvements.

7. At least one class observation in each school year shall be accomplished only after the teacher being observed has been given twenty-four (24) hours' notice. All other class observations may be completed with or without prior notice.

8. Within ten (10) working days after receiving written plan(s) for improvement, the teacher may request that observations of classroom performance be completed by at least two (2) evaluators on separate occasions.

9. For entry-year teachers who receive written plan(s) for improvement, the principal shall schedule a meeting with the teacher, the superintendent, and a union representative. Failure to hold such a meeting shall not be a reason to grieve a teacher's nonrenewal.

10. This article shall be submitted to an on-going committee composed of three (3) Association members and three (3) Administrators to review and revise the Evaluation instrument and to make recommendations for this article. Recommendations for this article will be submitted to the Negotiation Teams for final agreement and any agreed upon revised evaluation instrument shall be included as an appendix to this contract.

Article 7—Ohio School Counselor Evaluation System (OSCES)

A. PURPOSE

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

1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.

2. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

B. APPLICATION

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

C. EVALUATOR QUALIFICATIONS AND ROLES

1. An evaluator must be a contracted employee of the Jackson City School District.

2. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.

    a. Before beginning the evaluation process, each evaluator shall be required to successfully complete state-mandated evaluator credentialing training and pass a credentialing assessment.

    b. Updates to written instructions and group professional development shall occur on an as-needed basis.

    c. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating counselors for the evaluation cycle.

3. The evaluator assigned to a counselor at the beginning of a school year shall be the only evaluator for that counselor for all aspects of the evaluation procedure, unless an unforeseen emergency arises and a new evaluator is selected by the Superintendent or his/her designee.

4. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for all aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

D. CRITERIA FOR COUNSELOR EVALUATION

1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.

2. All monitoring or observation of the work performance of a counselor shall be conducted openly.

3. All results and conclusions of a counselor evaluation must be documented and supported by evidence.

4. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.

E. EVALUATION PROCESS

1. No school counselor shall be subject to more than one (1) evaluation per school year.

2. The final summative evaluation shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.

3. The Board of Education may evaluate a counselor receiving a rating of "Accomplished" once every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

4. The Board of Education may evaluate a counselor receiving a rating of "Skilled" once every two (2) years as long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

5. Notwithstanding the foregoing, every counselor will be evaluated each year during his/her first four (4) years of employment in the District and in any year that his/her employment contract is expiring.

6. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of Accomplished or Skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor, hold one (1) post-observation conference with the counselor, and at the request of the counselor hold one (1) formal observation pre-conference. The formal observation process shall be held in compliance with the provisions of this Contract.

F. INFORMAL OBSERVATIONS

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations will focus on one (1) or more of the following components:

- Comprehensive School Counseling Program Plan
- Direct Services for Academic, Career and Social/Emotional Development
- Indirect Services: Partnerships and Referrals
- Evaluation and Data
- Leadership and Advocacy
- Professional Responsibility, Knowledge and Growth

2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

3. The counselor shall be provided a copy of the informal observation form, within three (3) working days of the observation, including all anecdotal documents relative to the walkthrough.

G. FORMAL OBSERVATIONS

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

2. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to that section.

3. If requested by the counselor, each formal observation may be preceded by a conference between the evaluator and the counselor in order for the counselor to explain the plans and objectives for the work situation to be observed.

4. A post-observation conference shall be held no more than five (5) working days following the observation unless the evaluator or counselor is absent from school or there are extenuating circumstances.

5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include, but are not limited to: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.

H. FINALIZATION OF THE EVALUATION CYCLE

1. Each evaluation will result in a final summative rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The

counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.

2. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

3. The Superintendent or his/her designee will, on behalf of the Board of Education submit to the State Board of Education (SBOE) the final summative rating of each school counselor.

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

I. PROFESSIONAL GROWTH PLANS

1. Counselors with a summative evaluation rating of Accomplished will develop a self-directed professional growth plan for the next school year.

2. Counselors with a summative evaluation rating of Skilled or Developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next school year. Counselors with a Developing rating will have their professional growth plan approved by their evaluator.

3. Professional growth plans for a school year shall be developed not later than September 1 of each school year and shall be one academic year in duration.

4. Professional growth plans shall describe the performance expectations, resources, and assistance to be provided.

J. PROFESSIONAL IMPROVEMENT PLANS

1. A professional improvement plan is a clearly articulated assistance program used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the Improvement plan.

2. The professional improvement plan shall include:

   a. Performance expectations, resources and assistance to be provided; and,

   b. A desired level of performance that is expected and a time period to correct deficiencies; and,

   c. Professional Development opportunities that will be provided to the counselor.

3. Improvement plans for the next school year shall be developed not later than September 1 of each school year and shall be one (1) academic year in duration.

K. PROFESSIONAL DEVELOPMENT

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

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

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

1. Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

2. Suspension of the contract of a teacher whose professional services are not needed due to a decrease in enrollment or the discontinuation of programs shall be according to the Reduction in Force provisions of this Agreement.

3. For teachers who have completed five (5) or more years in the District, non-renewal of a teacher's regular limited contract shall be based on a teacher's lack of ability or degree of professional competency as determined by the performance rating. The Administration shall thoroughly investigate to ascertain facts; judiciously consider relevant mitigating factors such as length of service and quality of service, prior to non-renewal.

4. A full written record of the evaluation of a teacher's professional service shall be maintained prior to any action of dismissal. Copies of such information shall be made available by the Administration to said teacher.

5. When a teacher is non-renewed by the Board, the Board shall notify the teacher of such action on or before June 1.

6. The teacher may request written reasons for the nonrenewal by filing a written request for such reasons with the Superintendent. The teacher's request for reasons shall be filed with the Superintendent within ten (10) working days of the receipt of the notice of nonrenewal. The Superintendent shall provide the teacher with written reasons within ten (10) working days of the request for reasons.

7. A teacher may request a formal hearing before the full Board to offer reasons against such action. A written request for said hearing shall be submitted to the Board Treasurer within ten (10) working days of receipt of the Board's intent.

8. The hearing shall be arranged for within ten (10) working days of the date of receipt of the written request. The Association shall be notified of the hearing and shall have the right to have representation present at said hearing. The Board will render a written decision within five (5) days based on the facts of the hearing as to the Board's intent. Copies of the said decision shall be sent to the teacher, the Superintendent, and the Association. Failure to follow the above procedure shall be grounds for a grievance, but challenges to the substance of the evaluations or reasons for nonrenewal shall not be grieved or appealed to court.

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

Article 9—Contractual Status

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

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

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

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

1. By September 15, a teacher entering the final year of his/her limited contract must provide the following information to the Superintendent:

   a. The form requesting consideration for continuing contract (Appendix C), and

   b. Written documentation showing proof of eligibility for a continuing contract by certification/licensure along with evidence of the additional coursework completed (for continuing contract eligibility).

2. The teacher must have been a full-time employee of the system for three (3) full years of teaching. (For teachers who have attained continuing contract elsewhere,

the Board, upon recommendation of the Superintendent, may declare them eligible after two years of full-time employment.)

3. Have received the professional certificate/license prior to April 1.

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

4. Have satisfied the requirements set forth in Ohio Revised Code 3319.08.

C. The Superintendent may recommend an extended limited contract for a teacher who is eligible for a continuing contract without first recommending the teacher for a continuing contract.

D. This article supersedes R.C. Sections 3319.11 to the extent permitted by law.

Article 10—Contracts

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

1. Any agreement to act as a supervisor for extra-curricular activities for which additional compensation is to be paid by supplemental contract.

2. Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to July 10. Any teacher planning to terminate his or her contract must give written notice to the Board of Education on or before June 30.

3. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

4. All teachers employed in the Jackson City Schools shall receive their contract salary over a twelve (12) month basis.

5. During the first year of a contract, the teachers shall be employed pursuant to a school calendar requiring a total of not more than one hundred eighty-two (182) days or more if required by state law. The number of instructional days shall be

one hundred eighty-two (182) days or more if required by law. Any additional days will be subject to negotiations.

6. In performing his professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education and this negotiated agreement.

7. Teachers will be paid for the first five (5) days that schools are closed due to calamity. Days six (6) through eight (8) that schools are closed due to calamity shall be remote learning days conducted from the teacher's home or from the teacher's assigned building as determined by the Superintendent. Any additional days beyond these eight (8) days will be made up.

8. Each teacher before signing a contract shall have been notified as required by Section 3307.21 of the Ohio Revised Code as to his duties and obligations pertaining to the State Teachers Retirement System as a condition of his employment.

9. The President and Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties shall be made available to the teacher.

10. All teachers hired may be given up to and through twenty 20 years' experience on the salary schedule which is in effect at the time their contract begins.

11. All teachers may enroll their children in the Latch Key Program tuition free.

Article 11—Professional Personnel Records

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

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

A copy of all material placed in the file shall be signed, dated, and sent to the teacher when the original is placed in the file with the exception of items 1-7 above. The teacher shall

have the opportunity to reply in writing to any material placed in his/her official personnel file and such reply shall be attached to the filed copy.

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

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

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

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

Article 12—School Calendar

A school calendar committee consisting of two (2) JCEA members, the Superintendent or designee, and two (2) members of the Support Staff annually will develop at least two (2) calendars. The JCEA members on the committee shall be appointed by the JCEA President.

The Committee shall preserve and protect the following days in the school calendar: Wednesday of the Apple Festival, Primary and General Election dates, and the final calendar day shall be the Friday before Memorial Day. The calendars shall be submitted to all employees to vote on, with the combined majority vote being presented to the Board. The final decision regarding the approved school calendar rests with the Board of Education.

Article 13—Individual Rights

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

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

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

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

Article 14—Reprimand/Suspension of Professional Staff

A. Standard

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

B. Definitions

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

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

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

C. Implementation

The administration will inform the employee and/or Association Representative of reprimand meeting at least twenty-four (24) hours in advance and forty-eight (48) hours prior to a suspension meeting. The notice shall include the date, time, purpose, and location of the meeting. A reprimand/suspension meeting shall be held in an administrator's or supervisor's office. At the meeting the Association and/or employee shall be given the opportunity to ask questions, comment, refute, or rebut.

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

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

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

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

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

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

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

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

Article 15—Parental/Public Complaints

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

1. a. The parent/member of the public will notify the Principal (Athletic Director/Activities Advisor concerning supplemental complaints) of the complaint. The parent's/member of the public's identity shall be disclosed to the bargaining unit member if the complaint involves:

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

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

b. If the complaint is not resolved at the informal level, the bargaining unit member or parent/member of the public will request a meeting involving the parent/member of the public, bargaining unit member, Principal, and/or other appropriate staff personnel at a mutually convenient time to discuss the complaint. The appropriate administrator shall meet with the bargaining unit member prior to the meeting with the parent/member of the public.

2. If it is not resolved at the building level, it may be appealed to the Superintendent.

3. If the situation is still not resolved, it may be appealed to the Board of Education's Personnel Committee.

4. The Board adopted procedure in the Student Code of Conduct and/or Student Handbook will be followed regarding parental complaints.

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

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

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

Article 16—Policy Affecting Employment

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

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

Article 17—Protection of Teachers, Students, and Property

A. When in the judgment of a teacher, a student requires the attention of a counselor, pupil personnel services employee, school nurse, or other specialist; he will so inform his

Principal. The Principal will arrange as soon as possible for a conference among himself, the teacher, and the specialist to discuss the problem and to decide upon appropriate steps for its resolution.

B. Physical force may be used by a teacher to protect himself or another teacher and/or student from possible injury, or in an extraordinary breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances.

C. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their Principal or immediate supervisor in writing, giving in detail the circumstances thereof.

D. This report will be forwarded to the Superintendent. The Superintendent will transmit such report to the Board forthwith. The Board and the Superintendent will comply with any request from such teacher for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the teacher in the event of a civil or criminal proceeding.

Article 18—Assault Leave

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

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

1. A certificated employee shall apply for Worker's Compensation. If Worker's Compensation benefits are allowed by the Bureau of Workers' Compensation, the board shall pay such employee for a period of up to thirty (30) contract days, the difference between the benefits received and the employee's regular salary. There shall be no deduction from the accumulated sick leave of the certified employee.

2. The staff member must make written application for leave.

3. The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability.

4. The staff member, if requested, shall consent to an examination by a Board designated physician at a reasonable time and place, and said physician concurs with the staff member's physician that the staff member is disabled and incapable of returning to service. The cost of the examination shall be paid by the Board.

5. The staff member shall agree to cooperate in pursuing any legal or police action against the individual (s) alleged to have committed the assault.

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

Article 19—Teaching Assignment

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

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

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

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major and minor fields of study.

C. Schedules of teachers who are assigned to more than one school building will be arranged so that no such teacher will be required to engage in an excessive amount of interschool travel. Such teachers will be notified of any changes in their schedules.

D. Teacher Responsibilities

1. Facilitate Learning

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

2. Manage the Classroom

   a. Foster discipline conducive to learning.
   b. Maintain classroom records for reporting of group progress.

c. Supervise the use of supplies, materials, and equipment on hand and request those needed for future programs.

3. Make Professional Decisions

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

Article 20—Vacancies, Transfers, Assignments

A. Vacancies

1. A vacancy shall be defined as a job opening available for the next school year, which occurs due to retirement, resignation, death, non-renewal of contract, termination of contract, or creation of a new position.

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

B. Posting Vacancies

1. Not later than April 1 and monthly thereafter of each school year, the Superintendent shall cause a list of known vacancies which will occur for the following school year to be posted via an "All Staff" electronic mail. Vacancies that occur at other times shall also be posted. Vacancies or new positions that occur on or between August 1 and September 30 shall be filled with new hires only. Vacancies or new positions that occur after September 30 may be filled with a substitute.

2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause to be posted a notice of same via an "All Staff" electronic mail not less than five (5) working days before the position is filled.

3. All vacancies will be posted in the central administration office building and will be posted via an "All Staff" electronic mail by the Office of the Superintendent. Unintentional human error in providing such notice is not subject to the grievance procedure and will be re-posted.

C. Voluntary Transfer

1. A voluntary transfer is defined as a teacher-initiated change in grade level, teaching assignment, building, or subject(s) taught which is a result of a vacancy.

2. Bargaining unit members who are applying for a vacancy will submit a written statement to the Superintendent. The interested candidate will be given an opportunity to present and discuss his/her qualifications with the Superintendent or his designee(s).

3. In acting on a request for voluntary transfer or filling a vacancy, the Superintendent shall review all applications considering the following criteria: Certification/licensure, prior evaluations, and recent and relevant experience and training. Among those that are qualified, the position shall be awarded to the most senior certified candidate unless a junior candidate is determined to be the best candidate based on the listed criteria. A bargaining unit member must remain in a position (initial hire or after a transfer) for a maximum of three (3) years before being eligible to bid on another position. However, the Superintendent may waive this three (3) year requirement and permit a bargaining unit member to voluntarily transfer sooner. The three (3)-year look back period will be calculated from the time of the bid.

4. After the successful candidate has been formally notified of their selection, the selection shall not be rescinded by the candidate or the Superintendent except for an emergency.

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

D. Involuntary Transfer and/or Assignment

1. An involuntary transfer is defined as an employer initiated assignment.

2. If no employee applies for the vacant position, the employer may assign the least senior certified employee to a vacancy. However, qualifications to perform the duties, responsibilities and requirements of the positions under consideration will be the primary factors in determining involuntary transfers, along with Item 3.

3. Any assignment made pursuant to this article shall be in the best interest of the students in the school district.

4. Any employee involuntarily transferred shall be verbally notified by the building principal or Superintendent of the involuntary transfer, before a written notice of involuntary transfer is sent or given to the teacher. However, if the teacher is not available after repeated attempts to locate him/her, the Association President will be notified before the written notice is sent. The teacher shall be granted a

conference with the Superintendent and/or building administrator to hear explanations for the transfer. At such conference, the bargaining unit member may be accompanied by an Association representative of his/her choice.

5. No employee shall be involuntarily transferred in an arbitrary or capricious manner or as a means for disciplinary action.

6. Any employee involuntarily transferred has preferential rights to return to his/her previous position or similar position or school, within one (1) year, provided there is a need or posted vacancy with the certification the employee possesses.

7. Any employee involuntarily transferred shall be given written reasons for such transfer.

E. Vacancies — Supervisory Positions

1. The Board declares its general support of a policy of filling vacancies in supervisory positions from within its own teaching staff. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system may best be served by actively seeking and employing candidates from outside the district.

2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause to be posted a notice of same in an "All Staff" electronic mail for no less than five (5) working days before the position is filled. In filling vacancies, the Superintendent will consider competency, qualifications, experience, length of service to the district, and other relevant factors. All new supervisory positions shall be posted with accompanying job descriptions.

3. Whenever a position is open employees shall be notified of the opening by posting as provided in this section. Interested employees may request a copy of the job requirements and shall have the right to apply for the position.

F. All employees have a right to express an interest and apply for any position that may become open, but employees should understand that submission of an application does not guarantee placement in the position. Therefore to protect this right, the above process, if not followed, is subject to the regular grievance procedure as outlined in Article 3.

Article 21—Reduction in Force

A. Teachers may be laid off only when their positions are eliminated as a result of the following in accordance with O.R.C. 3319.17:

1. Financial reasons;

2. Decreased enrollment of pupils;

3. The discontinuance of a particular type of teaching service provided that such discontinuance is not for arbitrary or discriminatory reasons. In the event of loss of specially funded positions (non-general fund) the Board agrees to make every effort to reassign displaced teacher to general fund positions when general fund positions and funding exist;

4. A bona fide consolidation of the school district with one or more other school districts;

5. Return to duty of a regular teacher after a leave of absence;

6. Suspension of schools; and

7. Territorial changes affecting the district.

B. If the Board is contemplating the layoff of any teacher, it will so notify the Association sixty (60) calendar days before the proposed effective date of the layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) calendar days after tendering the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is laid off will be notified in writing sixty (60) calendar days before the effective date of the layoff. Such notice will include the proposed time schedule for and the reasons for the proposed action.

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

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

a. First: members holding limited contracts based on:

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

b. Second: members holding limited contracts based on:

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

c. Third: members holding continuing contracts based on:

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

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

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

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

2. For the purpose of this article, seniority will be computed from a teacher's most recent date of hire. (Date of hire is defined as the first paid day of employment. When first day of employment is identical, the most senior person will be determined by date and order of Board resolution of employment). Seniority will continue to accrue during all paid leaves of absences. Seniority will not be broken by unpaid leaves of absences or employment by the Board in a position outside of the negotiating unit, but such time will not be counted in computing seniority. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

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

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

1. If there is a vacancy in a bargaining unit position, laid off teachers who are certified/licensed to perform the work in question, will be recalled in reverse order of layoff.

2. Notice of recall will be sent by certified mail to the last address given to the Superintendent by those teachers who are certified/licensed for the positions. It is the teacher's responsibility to keep the Superintendent informed of his/her most current address. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within fourteen (14) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

3. Any teacher will retain his/her recall rights unless he/she:

4. Waives his/her recall rights in writing;

5. Resigns;

6. Fails to accept recall to a substantially equivalent position for which he/she is certified/licensed;

7. Fails to report to work in a position that he/she has accepted within fourteen (14) days after receipt of the notice of recall unless such employee is sick or injured.

8. Subject to the acceptance of each insurance carrier, the teacher will also be granted the right to remain a member of all employee group insurance policies for a period not to exceed twenty-four (24) months at the individual's expense after the contract is suspended.

F. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

G. Notwithstanding any other provision in the agreement, no vacancy in a negotiating unit position will be filled until the Board has complied with the procedures set forth in this article. This article shall not interfere with any other lawful personnel procedures in the district.

Article 22—Teacher–Administration Communication

A. 1. The Association will select a Communication Committee for each school building or faculty unit no later than two (2) weeks after the start of school which will meet with the Principal or his/her designee at a minimum of once a month during the regular school year to review and discuss local school problems and practices. A

tentative schedule of meetings will be submitted to the Superintendent and President of the JCEA by September 30 of each school year. A written report of each monthly meeting will be submitted to the JCEA President and the Superintendent. The committee shall consist of not more than one (1) member for every ten (10) teachers in the school building or faculty unit, but will in no event have less than three (3) members.

2. The Communication Committee will have the right to schedule faculty meetings before or after school or at such times as do not disrupt the normal school program.

3. The Communication Committee will be provided, at its request, with at least twenty (20) minutes or any lesser amount of time at all building faculty meetings to report on matters involving representation of the teachers of the Association.

4. Communication submissions will be submitted to administration for discussion and administrators will have up to four (4) school days to respond to the submissions.

B. A Labor Management Committee shall be established, the purpose of which is to discuss district-wide issues and concerns that could not be resolved at the building level. The LMC shall consist of no more than ten (10) members, being no more than five (5) representatives of JCEA and no more than five (5) representatives of the Jackson City Board of Education.

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

Article 23—Committees, Committee Pay, Tutoring Pay

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

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

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

Teachers participating in after-school tutoring or in work on academic committees (other than on a volunteer basis) that extends beyond 4:00 p.m. shall be reimbursed at the rate of thirty dollars ($30.00) per hour for such participation unless an hourly rate is dictated by the terms of a grant program.

District-wide meetings, special education meetings, or committee meetings requiring a more extensive time commitment and extending beyond 4 p.m. will be reimbursed at $25.00 per

hour (pro-rated in quarter hour increments). Disruption to student services will be held to a minimum. Meetings voluntarily attended are not subject to reimbursement.

Article 24—Instructional Materials and Supplies

When fiscally prudent, the Jackson City Board of Education will allocate sufficient funds to provide for the purchase of new or replacement textbooks, library books, instructional materials, supplies, and equipment of sufficient quality and quantity to obtain the educational goals of the District. Each bargaining unit member will be permitted to purchase up to $125.00 in instructional materials and supplies annually. These purchases can only be made through Quill, United Arts and Education, or Value Added. The funds must be used by the end of the first semester or they are lost.

Article 25—Association Leave

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

Any Association member who is elected or appointed to the governing body of OEA as an officer, committee or commission member shall be granted leave with pay to attend meetings or related functions of such bodies. Such leave shall not be counted a part of the Association leave as outlined above. Such leave shall be limited to a maximum of ten (10) days annually for the Association for these purposes.

Article 26—Court Leave

A. When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid his/her regular salary for the number of days involved.

B. When a teacher is subpoenaed or summoned to appear in any court case in which he/she is not a party, but which subpoena or summons is issued as a result of the teacher's employment or a part of his/her job duties (as determined by the Superintendent) then, the teacher shall be paid his/her regular salary for the number of days involved.

C. If a teacher receives a subpoena or summons to appear in court for any other purpose, then the teacher may use personal leave to cover his/her absence. If such teacher has exhausted his/her personal leave, he/she may borrow up to three personal leave days from the next school year.

D. Jury pay or witness fee shall be returned to the school Treasurer. Such days shall not be deducted from any other types of leave.

E. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

Article 27—Military Leave

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

Article 28—Personal Leave

A. At the beginning of each school year, each employee shall be credited with three (3) days of personal leave. This leave is to be used for personal business or an emergency that can be taken care of only during school hours.

1. Any new employee who begins employment prior to December 1st of a school year shall be entitled to three (3) days of personal leave in the employee's first school year of employment.

2. Any new employee who begins employment after November 30th but prior to March 1st, shall be entitled to two (2) days of personal leave in the employee's first school year of employment.

3. Any new employee who begins employment after the last day of February but prior to the last thirty (30) calendar days of the school year shall be entitled to one (1) day of personal leave in the employee's first school year of employment.

4. Any new employee who begins employment during the last 30 calendar days of the school year shall not be entitled to any personal leave during the school year in which the employee's employment began.

B. Requests for personal leave shall be made on Board prescribed forms and shall be submitted to the Principal not later than two (2) days prior to the requesting date of use. In emergency situations, or in situations where extenuating circumstances are involved, the Superintendent may waive this requirement.

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

1. Such leave will not be used immediately before or after any holiday or vacation period unless approved after a conference with the Superintendent.

2. Non-emergency leave will be approved neither during the first three (3) weeks of school nor the last three (3) weeks of school unless approved after a conference with the Superintendent.

3. Not more than eight (8) bargaining unit members may be granted personal leave in any given day except at the Superintendent's discretion.

4. Personal leave may not be used for gainful employment or other personal gain.

C. All requests for personal leave are subject to review and final approval by the Superintendent prior to their implementation.

D. Sick and Personal Leave Bonus: Full-time bargaining unit employees who do not use any sick or personal leave or dock days during a nine (9) week period shall receive a $250.00 stipend. If an employee uses less than one (1) sick, personal, or dock day in a nine (9) week period, they shall receive a $150.00 stipend. Payment shall be made within thirty (30) days after the nine (9) week period ends.

Any uncompensated and unused personal days shall automatically roll over to sick leave at the end of the school year.

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

Article 29—Sick Leave and Sick Leave Donation

A. Sick Leave

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

1. Personal illness which includes emergency dental and medical appointments. In case of non-emergency medical/dental appointments, every effort will be made to schedule without impacting instructional time;

2. Injury;

3. Absence due to illness, injury, or death in the employee's immediate family; Board may limit absence in this area if considered excessive;

4. Exposure to contagious disease which could be communicated to others;

5. Pregnancy and pregnancy related issues.

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

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

Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1-1/4) days of sick leave shall be granted full time employees for each completed month of employment up to fifteen (15) days per year. Unused sick leave may be accumulated up to three hundred fifty four (354) days total accumulation. Employees who have accumulated their maximum number of sick leave days will have their sick leave credited at the end of the school year.

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

Deductions of sick leave due will be in one half (½) day blocks as follows: 0-2 hours, no deduction; over two (2) hours up to four (4) hours, one half (1/2) day; over four (4) hours, one (1) full day shall be deducted. In cases of recurring or habitual absence of less than two (2) hours by a teacher, such periods of absence shall be accumulated and deducted as though they have been a single absence.

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

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

B. <u>Sick Leave Donation</u>

Any certified/licensed member may transfer up to three (3) sick leave days in any one (1) school year to any other certificated/licensed member who has exhausted his/her accumulated sick leave because of an illness or injury to the member or the result of providing primary care to an immediate family member as defined in this Article. A qualifying illness shall be defined as complications from pregnancy, surgery, accident, medical condition, or catastrophic and life-threatening illness. A member must have at least forty-five (45) days of accumulated and unused sick leave days after making a donation to be eligible to be a donor.

Any bargaining unit member who wants to request days shall do so by contacting the Association President. The Association President shall meet with the Superintendent to discuss

the request and the Superintendent shall make the final determination to grant the request or deny the request. If the request is granted, the Association President shall circulate the Sick Day Request form to the membership and submit any completed forms to the Treasurer for administration.

The maximum days that may be donated during a school year, to any employee, shall be no more than 45 days.

Sick leave donation requests may not be used to extend the time for applying for STRS disability benefits.

Article 30—Dock Days

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

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

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

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

Article 31—Sabbatical Leave

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

1. Application submitted by March 1, of school year prior to beginning leave.

2. A plan of study in education approved by the Superintendent.

3. Provide evidence at the conclusion of the leave that the plan was followed and credit received.

4. Agree to work for Jackson City Schools for one (1) year following completion.

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

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

Article 32—Uncompensated Non-Medical Leave

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

A. Reasons for Requesting Leave

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

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

Category 2 – should the provision/rights (as outlined in Article 33) of the Family Leave Act be exhausted, then upon written request, a professional staff member may request and shall be entitled to an uncompensated non-medical leave of absence for the following reasons:

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

B. Eligibility

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

C. Application

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

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

D. Period of Leave

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

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

E. Rights While on Uncompensated Non-Medical Leave

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

F. Reinstatement

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

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

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

G. Contract Rights

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

Article 33—Uncompensated Medical Leave

A. Leave Rights

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

1. Pregnancy or pregnancy related issues
2. Child care (natural, adopted, or foster children)

3. Medical conditions, both personal and immediate family as outlined in Article 29 (Sick Leave)
4. Other requests as recommended by the Superintendent

B. Eligibility

All professional employees shall be eligible for uncompensated medical leave.

C. Application

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

D. Period of Leave

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

E. Rights While on Uncompensated Medical Leave

Benefits paid in accordance with Family Medical Leave Act

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

F. Reinstatement

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

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

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

G. Contract Rights

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

Article 34—Severance and Absence Policy

A. Severance Pay

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

2. The retiree shall be paid for a maximum of one quarter (1/4) of 354 unused accumulated sick leave days computed at the actual rate of pay earned for the day's work, excluding extended service or pay for additional duties, according to state statute.

3. If a bargaining unit member dies prior to retirement, his/her severance pay will be paid to his/her designated beneficiary within thirty (30) days of the bargaining unit member's death.

B. Absence Policy

1. All employees will receive a current and cumulative monthly attendance report for the current school year.

2. If five (5) absences (without a doctor's statement) occur within the current school year, the teacher and Principal will confer and review the teacher's absence.

3. Falsification and/or abuse of sick leave will be grounds for implementation of procedures outlined in Article 14—Reprimand and Suspension.

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

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

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

D. Retirement Experience Service Credit Step

1. A bargaining unit member who is STRS eligible for retirement benefits may, at their discretion, serve notice in writing to the Treasurer and Superintendent of their intent to be placed on the retirement experience service credit step.

2. The bargaining unit member shall serve such written notice no later than January 31, of the school year in which he/she will retire.

3. The service credit step will be at the appropriate level, plus the additional percentage as reflected in the scale below:

   a. MA or MA +15 = 5%
   b. 150 = 4.5%
   c. BA = 4%

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

Article 35—Religious Leave

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

Article 36—Office in State or National Professional Organizations

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

Article 37—Professional Meeting Attendance

SUBJECT MATTER AND SCHOOL PROGRAM ORIENTED MEETINGS

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

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

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

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

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

Article 38—Duty Free Lunch

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

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

Article 39—Class Size and Load

A. Class size in grades K-3 should be twenty-five (25) students or less. The person in charge of pupil assignments for the district shall attempt to balance class size on a district-wide basis as geographical factors will allow.

B. Every effort will be made to keep class size in grades 4-12 at twenty-five (25) students or less.

C. Should a K-3 teacher be assigned more than twenty-five (25) students the Principal, the Superintendent, and the teacher will investigate alternative resources to provide

additional assistance to these teachers, e.g., parent volunteers and student interns, and reassignment of staff.

The teacher will direct any attendant's classroom assignments.

D. All Intervention Specialists shall not be assigned more than the state-mandated number of identified students at the same time. If an intervention specialist has more than the state-mandated number of identified students assigned to them at the same time for a 9-week grading period, the intervention specialist will be permitted to have one school day without students to work on job-related duties (paperwork, IEPs, etc.). Non-public private students are not included in the number of students assigned to the intervention specialist for purposes of implementing this paragraph.

Article 40—Promotion, Retention, and Visitation of Students

A. The promotion or retention of a student shall be based upon the educational judgment of the teacher(s) of that child in consultation with the building administrator and parents and in accordance with board policy. If the Principal overrides the decision of the teacher to retain the student, the Principal will sign a form stating he/she is recommending promotion.

B. When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an individualized educational program or regular program, the scheduling of such visitations shall be through the school building Principal and with the prior knowledge of the affected employee. The principal will not prevent a parent from briefly visiting or meeting with a child, but the principal will not schedule repetitive or extended visitations with the student or observations of the student that will disrupt the educational process or that will become a disruption to the educational process.

C. Teachers will attempt to schedule face-to-face parent conferences at the end of the first nine weeks of each school year.

D. Parent teacher conferences will be scheduled at times determined by mutual agreement of the Administration and the leadership of the Association.

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

Article 41—Planning and Preparation Time

A. Each teacher shall receive a minimum of 200 minutes per week for a planning period.

B. In order to maintain a fully operational school, every effort shall be made to obtain a qualified substitute teacher to replace staff members who are absent. To facilitate this

goal when a substitute is needed, but cannot be obtained, each Principal shall poll available teachers to determine a list of volunteers to fill in for absent teachers.

At the secondary level or middle school level, if no teacher volunteers, staff members scheduled for conference or planning time during the period for which a substitute is needed may be assigned by the Principal on an alphabetically rotating basis so that each available teacher will take his/her turn. Each teacher who volunteers or is assigned and who, as a result, forfeits his/her preparation period on that day, shall be paid at the rate of $25.00 per period taught.

At the elementary level, each teacher who volunteers or is assigned by the Principal to fill in for an absent teacher shall be paid at the rate equal to $25.00 for each period taught. A period shall be defined as at least forty (40) minutes.

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

1. Provided an equivalent amount of time (to the teacher's and Principal's satisfaction); or

2. Compensated at the rate of $25.00 per occurrence.

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

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

Article 42—Negotiations Procedure

A. Composition of Negotiating Teams

1. The Association shall be represented by a negotiating team of not more than five (5) persons at any one time designated by the Association for this purpose. One of the members of the team shall be designated as Chairman.

2. The Board of Education shall be represented by a negotiating team of not more than five (5) persons at any one time who will be designated by the Board in consultation with the Superintendent. One of the members of the team shall be designated as Chairman.

3. Each team shall be authorized to use no more than two (2) consultants and two (2) observers at any one time of each negotiation meeting.

4. In the event of an unavoidable absence of a permanent member of either negotiating team, a substitute may be used on the appropriate negotiating team. A

negotiations meeting may be postponed in an emergency only by mutual agreement by both teams.

5. Negotiations meetings shall be in executive session, not open to the public unless by mutual agreement. During negotiations there will be no releases of information unless agreed upon by both parties and in such instance, releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination. This shall not apply to progress reports made by either party to their respective constituents.

6. Both teams shall be vested by their respective groups with full authority to negotiate in good faith. Good faith requires each of the parties to meet at mutually agreeable times and places; to react to one another's proposals and counterproposals; and to give reasons for agreement and disagreement with the other party's proposals or counterproposals. Good faith does not require either party to concede its position or make any concessions to the other party's demands.

B. Scope of Negotiations

Subjects for negotiations shall include the following:

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

C. Conducting Negotiations

1. Negotiations meetings shall be preceded by a request from the party wishing to initiate negotiations. The request for negotiations, outlining the subjects for negotiation, must be received by the Superintendent's office or by the President of the Association. If negotiations are initiated by the Association, this should come from the President of the Association and be directed to the Superintendent. If negotiations are initiated by the Board of Education, they shall submit said request to the Association through the Superintendent. Such requests for initiating negotiations shall be made no earlier than ninety (90) calendar days and no later than seventy-five (75) calendar days prior to the expiration of the contract. Negotiation meetings will start within fifteen (15) days of submission of said request by either party, unless the parties mutually agree to a later date. Teams shall try to agree on a solution within forty (40) days of the date of submission of the request.

2. At the first negotiations session both groups will submit their formal written proposals to one another. All written proposals shall be in the form and language as would be appropriate for inclusion in a final written agreement. Topical

listings (i.e., "laundry lists") shall not be appropriate and will be considered void. After the first meeting, no new proposals may be submitted by either party unless by mutual agreement.

3. Following the presentation of formal written proposals by both teams, a mutually agreeable agenda and agenda order will be established and negotiating will begin.

4. On request, the Board and Superintendent agree to furnish the Association negotiating team with all available public data relevant to the items being negotiated.

5. On request, the Association negotiating team agrees to furnish the Board and negotiation team with all available data relevant to the items being negotiated.

6. During the period of negotiations, interim reports of progress may be made to the Association by its representatives and to the Board of Education by its representatives. These interim reports shall be truthful and fairly presented.

   It shall be the responsibility of both parties to inform their respective members that all interim reports are confidential and any information derived from such reports is not to be disclosed to the general public.

7. Upon the request of either team, a negotiations meeting may be recessed for thirty (30) minutes or a mutually agreeable time limit for the purpose of caucusing.

8. As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such tentative agreements shall be considered to be settlement items and shall not be re-proposed or changed except by mutual agreement.

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

D. Agreement

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

2. The Board of Education will act on the ratified contract within a period of seven (7) days.

E. Disagreement

1. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities and personnel as may be agreed upon by both teams.

2. An impasse may be declared.

a. If after 45 days either team concludes that agreement between the teams is impossible; they shall so inform the other team and request the Board President and the Association President to call in the Federal Mediation and Conciliation Service. The mediator shall attempt to bring the teams into agreement, or failing to do so, he shall notify the Board and the Association that an impasse has been reached. If a party calls for such involvement, the other party shall join in a joint request.

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

F. Binding Arbitration

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

Article 43—Authorized Payroll Deductions of Professional Dues, Fees, and Other Items

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

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

1. Jackson City Education Association

2. Ohio Education Association

3. National Education Association

4. Southeastern Ohio Education Association

5. Departments of the Ohio Education Association as found on their yearly enrollment forms.

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

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

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

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

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

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

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

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

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

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

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

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

D. Salary Pick-up

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

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

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

Article 44—Reopener Clause

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

Article 45—Transportation Reimbursement for Traveling Teachers

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

Article 46—Substitute Teachers

A. Application for positions as substitute teachers will be made and processed in the same manner as regular appointments.

B. Every effort will be made to hire substitute teachers and to provide an adequate pool of available certificated substitute personnel.

C. Every reasonable effort will be made to secure a substitute teacher to replace regular and special teachers who are absent.

Article 47—Pay for Partial Year

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

Article 48—Comprehensive Health and Prescription Plans

A. A committee will be established, including representatives of the Association, to develop and implement a plan for providing an Employee Assistance Program.

B. The Board of Education will pay the premium through the duration of this contract for either the individual or family health plan according to the following schedule:

(See separate sheet with schedule of benefits, p. 71.)

The employee contribution for employees working for the Board prior to July 1, 2024 shall be 8% through July 31, 2026. For employees who begin working for the Board after June 30, 2025, the employee contribution shall be 10% for Single coverage and 12% for Family coverage.

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

The balance in the Insurance Enhancement Fund will be distributed to employees who participated in the Insurance plan based on the proportion their contributions over the past ten (10) years represent of the total balance. To be paid in the first paycheck in December 2024.

C. An Insurance Committee shall be established to monitor, review, and make recommendations for third-party administrators, and consider changes to the current insurance plan. The Committee shall be comprised of three (3) JCEA members appointed by the Association, three (3) OAPSE members, and three (3) members appointed by the Board of Education or its designated agent. The Superintendent and JCEA President shall each be one (1) of the three (3) members representing their group, by virtue of their positions.

The Committee shall act in an advisory capacity when reviewing and monitoring the insurance programs.

The Committee may request to meet with the Board of Education to discuss proposals prior to Board action regarding any changes to the current plans offered.

D. The Board of Education agrees to maintain health insurance plans that provide coverage as comparable as possible to the plan presently in effect, given the percentage cap agreed upon in this Article.

E. Savings of health care premiums:

1. Two (2) spouses employed in the district, with no dependents, agree to take the most cost-effective plan.

2. Two (2) spouses employed in the district, with additional dependents would take one (1) family plan.

Article 49—Payment in Lieu of Hospitalization and Dental Insurance

Any employee who declines to take the Board offered health and dental insurance plan for the entire year will be compensated as indicated below. When both spouses work for the district the payment will be as indicated below. Any employee who only declines to take the Board offered health insurance plan will be compensated as indicated below. Compensation will be paid at the end of the current contract year.

Employee Waives	Compensation if less than 60 employees waive Health insurance	Compensation if 60 or more employees waive Health insurance
Health & Dental	$1,500.00	$2,500.00
Health only	$1,250.00	$2,250.00
Health & Dental but both Spouses work for District	$550.00	$1,550.00

If the number of employees waiving Health insurance fluctuates between being less than sixty (60) and sixty (60) or greater during the same year, then the amount of compensation will be pro-rated based on the amount of time spent within each category.

Article 50—Life Insurance

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

Article 51—Dental Insurance Plan

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

Article 52—Duration of Contract

The conditions and terms of this contract are for the period August 1, 2024 through July 31, 2026.

Article 53—Applicable State Law

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

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

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

Article 54—Non-Discrimination

The Board of Education reaffirms its practice of being an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff or suspension, or other terms and conditions of employment on the basis of race, color, creed, religion, national origin, age, gender, ancestry, marital status, and disability.

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

Article 55—Professional Development

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

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

Article 56—Evaluation of Special Education Paraprofessionals and/or Attendants

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

Article 57—Salary Disbursement

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

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

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

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

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

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

- For the proration for athletic supplementals, each sport shall be assigned a five (5) month season. The end date for the season shall be the end date for the regular season as determined by OHSAA. The beginning date for the season will be five (5) months prior to the end date. The coach will be paid a prorated amount of the full contract based on the amount of the specified season completed.

- For year-long non-athletic supplemental contracts, the "season" will be the District's academic year calendar. The advisor will be paid a prorated amount of the full contract based on the amount of the academic year completed. If the advisor is able to substantiate completion of the supplemental activity despite a school closure, the adviser may be paid more than the prorated amount as calculated hereunder.

Article 58—Association Participation in Selection of Administrators

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

Article 59—Salary Schedule

A. A beginning teacher with a BA will start at $39,443 on the current salary schedule index effective for the 2024-25 school year; and $40,626 for the 2025-26 school year. Salary/wage increases will be 3.0% in 2024-25, and 3.0% in 2025-26.

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

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

B. In addition to the base salary indicated above, each bargaining unit member shall receive three thousand five hundred dollars ($3,500.00) as a Retirement Planning Salary (RPS) each year of this contract through July 31, 2026. Each bargaining unit member will receive the RPS in salary unless the bargaining unit member notifies the Treasurer in writing that he/she wants the amount to be directed to an annuity, Health Savings Account (HSA), or Flexible Spending Account (FSA) – subject to legal limits on each account. This amount shall be included in the salary schedule after the schedule has been updated to reflect any increase in the base. The RPS will not be indexed on the salary schedule.

C. A teacher who is eligible to advance a training level must have an official transcript (or other official documentation pending arrival of transcript) verifying completed college credit in the hands of the Treasurer by September 15, or by a later payroll deadline if so set by the Treasurer.

1. Advancement in training levels will occur in the fall semester only.

2. Quarter hours of credit earned shall be rounded off to the nearest whole semester hour when conversion is done.

3. The "Fifth Year" or "150 Hour" category includes both undergraduate and graduate work completed both during and after the baccalaureate program. The "MA + 15" category includes graduate hours only, and these must be earned after the Master program. (Under unusual circumstances MA + 15 credit may be earned with undergraduate work if this work has been taken at the specific request of the School District and approved by the Superintendent in advance.)

4. The Superintendent has final responsibility for placement of staff on the salary schedule.

Jackson City School District

Salary Index

Years	BA Degree	5-Year	MA Degree	MA+15
0	1.00000	1.04500	1.10000	1.15000
1	1.04000	1.09000	1.15000	1.20000
2	1.08000	1.13500	1.20000	1.25000
3	1.12000	1.18000	1.25000	1.30000
4	1.16000	1.22500	1.30000	1.35000
5	1.20000	1.27000	1.35000	1.40000
6	1.24000	1.31500	1.40000	1.45000
7	1.28000	1.36000	1.45000	1.50000
8	1.32000	1.40500	1.50000	1.55000
9	1.36000	1.45000	1.55000	1.60000
10	1.40000	1.49500	1.60000	1.65000
11	1.44000	1.54000	1.65000	1.70000
12	1.48000	1.58500	1.70000	1.75000
13	1.48000	1.58500	1.70000	1.75000
14	1.48000	1.58500	1.70000	1.75000
15	1.52000	1.63000	1.75000	1.80000
16	1.52000	1.63000	1.75000	1.80000
17	1.52000	1.63000	1.75000	1.80000
18	1.56000	1.67500	1.80000	1.85000
19	1.56000	1.67500	1.80000	1.85000
20	1.60000	1.72000	1.85000	1.90000
21	1.60000	1.72000	1.85000	1.90000
22	1.62000	1.74000	1.87000	1.93000
23	1.62000	1.74000	1.87000	1.93000
24	1.62000	1.74000	1.87000	1.93000
25	1.64000	1.76500	1.90000	1.95000
26	1.64000	1.76500	1.90000	1.95000
27	1.64000	1.76500	1.90000	1.95000
28	1.64000	1.76500	1.90000	1.95000
29	1.64000	1.76500	1.90000	1.95000
30	1.64000	1.76500	1.90000	1.95000
31	1.64000	1.81000	1.95000	2.00000
32	1.64000	1.83275	1.97500	2.02500

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

Jackson City School District

2024-2025 Salary Schedule

Base Salary: $39,443

Years	BA Degree	5-Year	MA Degree	MA+15
0	42,943	44,718	46,887	48,859
1	44,521	46,493	48,859	50,832
2	46,098	48,268	50,832	52,804
3	47,676	50,043	52,804	54,776
4	49,254	51,818	54,776	56,748
5	50,832	53,593	56,748	58,720
6	52,409	55,368	58,720	60,692
7	53,987	57,142	60,692	62,665
8	55,565	58,917	62,665	64,637
9	57,142	60,692	64,637	66,609
10	58,720	62,467	66,609	68,581
11	60,298	64,242	68,581	70,553
12	61,876	66,017	70,553	72,525
13	61,876	66,017	70,553	72,525
14	61,876	66,017	70,553	72,525
15	63,453	67,792	72,525	74,497
16	63,453	67,792	72,525	74,497
17	63,453	67,792	72,525	74,497
18	65,031	69,567	74,497	76,470
19	65,031	69,567	74,497	76,470
20	66,609	71,342	76,470	78,442
21	66,609	71,342	76,470	78,442
22	67,398	72,131	77,258	79,625
23	67,398	72,131	77,258	79,625
24	67,398	72,131	77,258	79,625
25	68,187	73,117	78,442	80,414
26	68,187	73,117	78,442	80,414
27	68,187	73,117	78,442	80,414
28	68,187	73,117	78,442	80,414
29	68,187	73,117	78,442	80,414
30	68,187	73,117	78,442	80,414
31	68,187	74,892	80,414	82,386
32	68,187	75,789	81,400	83,372

†This Schedule includes the addition of the $3,500 RPS (Art 59 (B)), which is not subject to the Index

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

Jackson City School District

2025-2026 Salary Schedule

Base Salary: $40,626

Years	BA Degree	5-Year	MA Degree	MA+15
0	44,126	45,954	48,189	50,220
1	45,751	47,782	50,220	52,251
2	47,376	49,611	52,251	54,283
3	49,001	51,439	54,283	56,314
4	50,626	53,267	56,314	58,345
5	52,251	55,095	58,345	60,376
6	53,876	56,923	60,376	62,408
7	55,501	58,751	62,408	64,439
8	57,126	60,580	64,439	66,470
9	58,751	62,408	66,470	68,502
10	60,376	64,236	68,502	70,533
11	62,001	66,064	70,533	72,564
12	63,626	67,892	72,564	74,596
13	63,626	67,892	72,564	74,596
14	63,626	67,892	72,564	74,596
15	65,252	69,720	74,596	76,627
16	65,252	69,720	74,596	76,627
17	65,252	69,720	74,596	76,627
18	66,877	71,549	76,627	78,658
19	66,877	71,549	76,627	78,658
20	68,502	73,377	78,658	80,689
21	68,502	73,377	78,658	80,689
22	69,314	74,189	79,471	81,908
23	69,314	74,189	79,471	81,908
24	69,314	74,189	79,471	81,908
25	70,127	75,205	80,689	82,721
26	70,127	75,205	80,689	82,721
27	70,127	75,205	80,689	82,721
28	70,127	75,205	80,689	82,721
29	70,127	75,205	80,689	82,721
30	70,127	75,205	80,689	82,721
31	70,127	77,033	82,721	84,752
32	70,127	77,957	83,736	85,768

† This Schedule includes the addition of the $3,500 RPS (Art 59 (B)), which is not subject to the Index.
†† Effective with the Teachers hired after March 21, 2014, if the Board hires a new teacher with less than three (3) years of total teaching experience the Board has the latitude to place the new high up to Year 3 on the above schedule. Teachers shall remain on such step until such time as their total teaching experience allows them to move on the salary schedule. (e.g., a newly hired teacher with no prior teaching experience is placed on Year 3, shall then remain on Year 3 until such time the teacher has completed a total of 4 years of total teaching experience.) This does not preclude normal column movement.

Article 60—Supplemental Positions

A. Posting Vacancies of Supplemental Positions

1. The Superintendent and Board reserve the right to fill or not fill any supplemental contract.

2. Whenever a vacancy arises or is anticipated, the Superintendent shall cause the position to be posted for not less than five (5) working days before the position is filled.

3. The Board declares its general support of a policy of filling vacancies in supplemental positions from within its own teaching staff. Current employees of the Jackson City School district bidding on supplemental contracts will be given an opportunity to present and discuss his/her qualifications for the position with the Superintendent or his designee. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system may best be served by actively seeking and employing candidates from outside the district.

4. Any employee non-renewed in a particular supplemental position, due to unsatisfactory evaluations shall not be "entitled" to bid or have interview rights on that position for the succeeding scholastic year.

5. In filling a vacancy, the Superintendent or his designee (s) shall consider certification, training, i.e. course work, workshops, clinics, etc., and recent or relevant experience in filling the position.

6. Contracts will generally be one (1) year in length. The Superintendent has the right to recommend a longer contract but not to exceed the length of the teaching contract in accordance with Article 9.

7. Unless the contract is renewed by the last Board meeting in June, it will be considered terminated at its expiration.

8. Supplemental positions will be evaluated annually.

9. The number of dependents may be modified on a W-4 for supplemental salaries.

SUPPLEMENTAL DUTIES

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

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

Duty	% of Base 0 Yrs. Exp.	1-2 Years	3-4 Years	5-6 Years	7 or more years
Choir Director	5.0	5.5	6.0	6.5	7.0
Elementary Music	5.0	5.5	6.0	6.5	7.0
Youth Leadership Club Advisor	4.0	4.5	5.0	5.5	6.0
Youth Leadership Club Advisor	4.0	4.5	5.0	5.5	6.0
National Honor Society Director	3.0	3.5	4.0	4.5	5.0
Osky Wow Advisor	10.5	11.0	11.5	12.0	12.5
JMS Yearbook Advisor	3.0	3.5	4.0	4.5	5.0
ELEM Yearbook Advisor	3.0	3.5	4.0	4.5	5.0
Fall Play Director	6.0	6.5	7.0	7.5	8.0
Assistant Fall Play Director	3.0	3.5	4.0	4.5	5.0
Spring Musical Director	6.0	6.5	7.0	7.5	8.0
Assistant Spring Musical Director	3.0	3.5	4.0	4.5	5.0
Science Fair Coordinator (HS or JMS)	3.0	3.5	4.0	4.5	5.0
Skeleton Advisor	2.0	2.5	3.0	3.5	4.0
Student Council Advisor (HS)	4.0	4.5	5.0	5.5	6.0
Student Council Advisor (JMS)	4.0	4.5	5.0	5.5	6.0
Student Council Advisor (ELEM)	4.0	4.5	5.0	5.5	6.0
Hi-Q Advisor	4.0	4.5	5.0	5.5	6.0
Student Health Council Advisor (HS or JMS)	4.0	4.5	5.0	5.5	6.0
Head Teacher – Elem. Bldg. with shared Admin.	6.0	6.5	7.0	7.5	8.0
6th Grade DC Trip Advisors	4.0	4.5	5.0	5.5	6.0
Band Auxiliary Coach	4.0	4.5	5.0	5.5	6.0
Department Chairman	7.5				
Drug Free Clubs of America	4.0	4.5	5.0	5.5	6.0
Media Production	13.5	14.0	14.5	15.0	15.5
Field House Supervisor	8.0	8.5	9.0	9.5	10.0

Saturday School Supervisor $25 per hour for 3 hours

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

Article 61—Rehiring of Retired Teachers

Any teacher who has retired under the Ohio State Teachers Retirement System (STRS) or any other state teachers retirement system in the United States and subsequently is employed in the Jackson City School District shall be placed on the salary schedule at the proper training column and shall be granted up to and including ten (10) years' experience credit. Such retired teachers will not advance on the salary schedule if rehired for subsequent one-year contracts. For such retired teachers only, this article expressly supersedes ORC 3317.13 and all other applicable laws.

Such retired teacher is only eligible for a one year limited employment contract that shall be automatically non-renewed at the end of that year without notice, though the Board may, at its discretion, renew a retired teacher's employment contract for one year. Such teacher will not resume nor be eligible for continuing contract status during any period of employment with the Jackson City School District. For such teachers only, this article expressly supersedes the individual contracts and contract renewal provisions of this agreement (Articles 8 and 9).

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

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

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

For purposes of sick leave, such teacher shall be considered a beginning employee and start with zero (0) days of sick leave accumulation. Such teacher may not carry forward any unused sick leave balance from year to year if awarded a subsequent one-year employment contract, provided the accumulated balance never exceeds thirty (30) days. Such teachers are not eligible to participate in Sick Leave Donation (Article 29).

The provisions of this article and its terms will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law. Upon final consideration for employment, a retiree will be provided with a copy of Article 61 of this Agreement and will be asked to sign a waiver indicating the following: (1) he/she has been provided with a copy of Article 61, (2) he/she knowingly waives statutory rights that would otherwise provide more wages and more benefits than provided under Article 61, and (3) he/she agrees not to file any challenges against the Board or the Association regarding the wages and benefits provided in accordance with Article 61 of the Agreement, including any age discrimination claim.

Article 62—Assignment of Student Teachers

A. Preferred criteria to supervise a student teacher shall include:

1. A minimum of five (5) years' teaching experience with 3 years in the same assignment;

2. A Master's Degree or the equivalent (30 graduate semester hours above Bachelor's); or National Board Certification; and

3. Pathwise Training completed or other Mentoring Training

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

B. Participation as a supervising teacher shall be voluntary.

C. Supervising teachers will be provided necessary information about the student teacher.

D. The principal of the building must be notified of the student teacher candidate, and will make the final assignment in his/her building after consultation with the volunteering teacher.

E. No student teacher will substitute a class, nor will any supervising teacher be utilized as a regular full substitute while he/she has a student teacher. A supervising teacher could be used in an emergency situation when no other substitute is available.

F. No supervising teacher shall be assigned more than one (1) student teacher during a school year. An exception might be where no other supervising candidate is available or qualified.

Article 63—Ohio Resident Educator Program

A. Purpose

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

B. Resident Educator Coordinator

1. Qualifications

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

2. Responsibilities

a. Provide for the training of mentors and resident educators.

b. Address and/or solve mentor and resident educator concerns, issues, problems and comply with SBOE and statutory requirements.

C. Mentors

1. Qualifications

a. The Mentor must be approved by his/her building administrator

b. The Mentor must be trained through the State Board of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the State Board of Education (SBOE).

c. Must have a minimum of five (5) years' teaching experience with at least two (2) years in the Jackson City Schools.

d. Mentors will be assigned to resident educators with the same area of certification/licensure and in the same grade level, subject area, and building. Should no mentor be available that meets these requirements, a mentor may be assigned who is in an area of certification/licensure, grade level, subject area, or building most closely related to that of the resident educator.

e. The Resident Educator Coordinator shall email a notice of each mentor position available to all staff members in the district. All qualified staff members shall submit an application within five working days (as defined in Article 3) of the notice to be considered for the position.

f. Mentor teachers may serve more than one teacher only if there are not sufficient mentor teachers to serve the number of individuals requiring mentorship and/or sufficient mentor teachers do not volunteer to serve as a mentor.

2. Training

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

3. Responsibilities

a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by SBOE.

b. Consult with and otherwise assist the assigned Resident Educator on a regular basis.

c. The Mentor will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.

d. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

4. Release Time

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

D. Compensation

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

	RE Yr. 1	RE Yr. 2
RE	$750	$750

2. The stipend is to be paid in June of that school year upon completion of all required paperwork and submission of any required data and activities. All required documentation must be submitted for payment by June 15th of the current school year.

3. Inactive Mentors shall not receive compensation.

E. Resident Educator

1. Each Resident Educator shall be given an initial orientation on the following matters:

a. The pupils and community to be served;

b. School policies, procedures, and routines;

c. Courses of study, competency-based education programs, and responsibilities for lesson plans;

d. The layout of the facilities of the assigned school building(s);

e. The nature of the Resident Educator Program which will be provided; and

f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. Each Resident Educator shall be provided with the following:

a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

b. Assistance with the management tasks identified as especially difficult for beginning teachers;

c. Assistance in the improvement of instructional skills and classroom management; and

d. The opportunity to consult/observe other teachers within the District.

F. Protections

1. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that staff member's evaluation.

2. Mentors shall not participate in the evaluation of their assigned Resident Educator.

3. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

5. All members of the Team, Mentors, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. In an emergency, or for matters required to be disclosed by law, the Mentor shall report to the District Administrator.

6. The Mentor or Resident Educator may request at any time the assignment of a new Mentor prior to the end of the first grading period. If either party requests a change there shall be no adverse action taken against either party.

Article 64—Complete Agreement

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

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

Article 65—Negotiations Agreement

This Negotiations Agreement is made and entered into this 25th day of June, 2024, by and between the Board of Education of the Jackson City School District, hereinafter called the Board, and the Jackson City Education Association, hereinafter called the Association. The contract shall be effective August 1, 2024 through July 31, 2026.

JACKSON CITY EDUCATION ASSOCIATION

By Jessica R. Harper

Date: 9/11/24

JACKSON CITY BOARD OF EDUCATION

By Ben Moore

Date: 9/11/2024

Jackson City School District
Schedule of Benefits

	H.S.A.
Network Deductible	$3,200/$6,400
Non-Network Deductible	$6,400/$12,800
Network Coinsurance	80/20%
Non-Network Coinsurance	50%/50%
Network Coinsurance Out-of-Pocket Maximum	$2,200/$4,400
Non-Network Coinsurance Out-of-Pocket Maximum	$4,400/$8,800
Network Total Out-of-Pocket Maximum	$5,400/$10,800
Non-Network Total Out-of-Pocket Maximum	$10,800/$21,600
Network Office Visit Co-Payment	Subject to deductible & Coinsurance
Network Urgent Care Provider	Subject to deductible & Coinsurance
Network ER Copays	Subject to deductible & Coinsurance
Network Per Confinement Deductible	NA
Network Prescription Drug Co-Payment	Subject to deductible & Coinsurance

This Schedule is current as of January 1, 2024

APPENDIX A

Jackson City Education Association
Grievance Procedure
Article 3

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

Grievance Number _____

Name of Grievant _____

Current Assignment _____

Date of Filing _____

Date of Alleged Violation of the Negotiated Agreement _____

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

_____

_____

_____

_____

_____

Relief Sought _____

_____

_____

_____

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

Date of meeting _____

Parties involved _____

_____

Decision _____

_____

_____

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

Date filed _____

Parties involved _____

_____

Decision _____

_____

_____

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

Date filed _____

Parties involved _____

_____

Decision _____

_____

_____

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

Date filed with Association Grievance Committee _____

Action by Committee _____

_____

_____

Concur with grievance ☐ Do not concur ☐

Signatures of Committee members:

_____ _____

_____ _____

_____ _____

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

APPENDIX B

Jackson City School District
JCEA
Sick Leave Donation Form

I, _____(name) would like to donate _____ (number) days of sick leave* to _____ (employee in need of leave). I understand days will be taken from the donor based on the order in which the donations were received. Furthermore, I understand this donation cannot be withdrawn once submitted unless the need for the sick leave is no longer required from the employee. I certify that I will have at least 45 days of accrued and unused sick leave after making this donation.

_____ _____
Date **Employee's Signature**

***The maximum number of sick leave days that an individual employee may donate in a school year is three (3).**
Donated days do not count against the Attendance Bonus in Article 28.

I recommend this request be _____Approved _____Denied

I recommend this request be approved with the following conditions or modifications: _____

_____

_____

_____

_____ _____
Date **Superintendent's Signature**

APPENDIX C

CONTINUING CONTRACT ELIGIBILITY REQUEST

Name:_____

Building:_____

Grades and/or Subjects_____

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

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

Signature of Applicant: _____ Date:_____

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

Approved for consideration_____Date:_____

Not eligible for consideration_____ Date:_____

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

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