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MASTER AGREEMENT

between

THE JACKSON-MILTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and

THE JACKSON-MILTON EDUCATORS' ASSOCIATION

July 1, 2025, through June 30, 2028

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ARTICLE I – RECOGNITION

1.01 Statement of Recognition

The Jackson-Milton Local School Board recognizes the Jackson-Milton Educators' Association AFT/OFT as the sole exclusive bargaining agent for the members of the bargaining unit. Sole and exclusive recognition means that the Board will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this Contract. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Contract which shall be deemed incorporated in such individual contracts.

1.02 Bargaining Unit Defined

1.021 Inclusions

All professional certified personnel employed by the Board inclusive of substitute teachers employed sixty (60) days or more in the same assignment. Such substitutes shall not be entitled to placement on the salary schedule beyond BA-0.

1.022 Exclusions

a. Any employee who has the authority to recommend the hiring, discharge or the discipline of a member of the employee unit or the authority to evaluate the professional performance of those employees during the school day, or the authority to recommend resolutions to grievances.

b. The Superintendent and all administrators shall be excluded from the bargaining unit.

c. All casual, day-to-day substitutes shall be excluded from the bargaining unit.

d. Nurse hired on or after July 1, 2025.

1.023 Full-Time

A bargaining unit member will be deemed to be employed on a full-time basis if the member is utilized by the Board on a schedule of fifty percent (50%) or more of the work week.

1.03 Seniority

1. Seniority for all provisions contained in this Contract shall be defined as continuous length of service in the Jackson-Milton School District.

2. Continuous service will not be interrupted or affected by authorized leaves of absence, or placement on the recall list. Unit members who are on paid leave of absence or on the RIF recall list shall accrue seniority. Unit members on approved unpaid leave will not accrue seniority. Unit members shall be credited with a year of seniority for each year in which their total paid days are one-hundred-twenty (120) or more.

3. Administrators shall retain seniority accrued in the bargaining unit but shall not accrue seniority while outside the bargaining unit. Administrators returning to the bargaining unit shall be eligible for vacancies or new positions, but shall not, in any way, affect the employment status of a unit member including, but not limited to, suspension or non-renewal of a contract nor an involuntary transfer.

1.04 Retired Teachers

Teachers retired from the Jackson-Milton Local School District may be employed by the Board only under the following conditions and shall have the same rights and responsibilities as other bargaining unit members except as follows:

A. When a vacancy exits, it will be posted in accordance with Article VI, Section 6.03 of the Agreement. Teachers whose contracts have been suspended under a reduction in force, if certified/licensed in the needed area, shall be recalled before a retired teacher may be hired. After the vacancy procedure has been completed in accordance with the Agreement and no suitable applicant is available, the Board may, at its sole option, consider and employ a retired teacher for the position upon the recommendation of the Superintendent.

B. To be eligible for employment, a Jackson-Milton retired teacher must have accepted severance pay and eliminated his/her sick leave upon retirement from his/her prior employment. A Jackson-Milton retired teacher will begin reemployment with zero days of accumulated sick leave and shall not be eligible to participate in the Sick Leave Bank under Article V, Section 5.12 of the Agreement.

C. A retired Jackson-Milton teacher may not displace or cause the reduction in force of a current bargaining unit member.

D. A retired Jackson-Milton teacher shall be placed at the 0 step of his/her training column of the salary schedule and shall not advance on the salary schedule regardless of years of service.

E. A retired Jackson-Milton teacher shall receive a one-year limited contract, which shall expire automatically at the end of the term. A retiree shall not be eligible for a continuing contract regardless of his/her years of employment. A Jackson-Milton retired teacher shall not be subject to the Teacher Fair Dismissal procedures set forth in Article VI, Section 6.04 of the Agreement, the Contracts Awarded to Bargaining Unit Members provisions set forth in Article VI, Section 6.093 of the Agreement.

F. A retired Jackson-Milton teacher is not entitled to Severance Pay or Super-severance Pay under Article VII of the Agreement, Professional Leave under Article V, Section 5.07 of the Agreement, or Tuition Reimbursement under Article VII, Section 7.05 of the Agreement.

G. A retired Jackson-Milton teacher shall not accumulate seniority in the bargaining unit, shall have zero seniority so long as employed by the Board, and shall not have bumping or recall rights in the event of a reduction in force.

H. A retired teacher shall be entitled to participate in the insurance benefits on par with other bargaining unit members in accordance with the provisions of this Agreement.

I. A retired Jackson-Milton teacher shall be eligible to receive a supplemental contract only after the supplemental contract has been first offered to current staff.

J. The Board and the Association expressly intend this section of the Agreement to supersede the provisions of O.R.C. 124.39, 3317.13, 3317.14, 3319.141, 3319.11, 3319.111, 3319.17 and all other applicable laws that are in conflict with the provisions of this section.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 Submission of Issues

A written request for the commencement of negotiations will be submitted by the Association President to the Superintendent or by the Superintendent to the Association President no later than March 1, of the year in which the contract expires.

2.02 Meetings

Meetings between the negotiating teams will be scheduled for a mutually satisfactory time (within 10 days after the date of the request for a meeting, unless a mutually satisfactory later date is agreed upon).

A. Relevant data and supporting information, proposals and counter proposals will be presented and discussed in good faith.

B. During the period of consideration, interim reports of progress shall be made to the recognized teachers' organization by the President of the Local Association and to the Board of Education by the Local Superintendent.

C. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting unless mutually agreed otherwise.

D. Negotiation meetings shall be in closed session.

E. The Board and the Association shall be represented at all meetings by a team of negotiators not exceeding five (5) members each. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit two (2) consultants and/or observers to each meeting. Such persons shall be without the right to speak or to otherwise comment to either party unless requested to do so by the negotiating team they support.

F. Either team may call for a caucus at any time. A caucus shall not be longer than sixty (60) minutes unless an extension is mutually agreeable to both teams.

G. There will be no release of information to the public without the consent of both parties unless impasse has been declared.

H. All proposals will be submitted to the other party at the initial bargaining session. No additional items may be added without the consent of the other party. All proposals must, in form and detail, specify that to which agreement is sought. Topical listing of items proposed for negotiation ("laundry lists") are not in compliance with this provision and shall be rejected. All parts of the then current contract which are not opened for negotiation shall remain and become part of the successor contract.

2.03 Agreement

When agreement is reached on the items being negotiated, a final copy shall be submitted to the JMEA for ratification and then to the Board at the next regular or special Board meeting. The final written copy will contain the following:

A. Terms of the provisions.

B. Effective date of the provisions.

When approved by both parties, it shall be signed by their respective presidents, and shall be entered into the official minutes of the Board.

2.04 Impasse

2.041 Mediation

In the event that an agreement is not reached prior to thirty (30) days before expiration of the current contract, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to facilitate bargaining. It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14. Nothing herein shall be deemed to diminish the right of the Association to engage in a strike in accordance with ORC 4117.14(D)(2).

2.042 Cost of Mediation

The cost of mediation, if any, shall be shared equally between the Board and the Association.

ARTICLE III – GRIEVANCE PROCEDURE

3.01 Definition

A. A grievance is a claim by a teacher, a group of teachers, or the Jackson-Milton Educators' Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of any provision of this Contract.

B. The term "days" as used herein shall mean days in which school is in session.

3.02 Purpose

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to grievances which may from time to time arise.

B. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided that the Association has been given the opportunity to be present at such an adjustment.

C. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.03 Grievance Form

Written grievances as required herein shall contain the following:

A. The grievance form shall be signed by the grievant(s). However, if a grievance directly affects fifteen percent (15%) or more of the bargaining unit the Association President may sign the form and pursue the grievance as a class action grievance. The JMEA may amend the grievance form by adding or deleting names.

B. It shall be specific.

C. It shall include a statement of grievance.

D. It shall contain a synopsis of the facts giving rise to the alleged violation and/or misapplication and/or misinterpretation.

E. It shall contain the date of the alleged violation.

F. It shall specify the relief requested.

3.04 Time Limits

A. The time limits provided in this Article shall be strictly adhered to but may be extended by written agreement or by extenuating circumstances involving either party.

B. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

C. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

D. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Step III of the formal grievance procedure.

3.05 Procedure

3.051 Step I

A. In the event that a teacher believes that there is a basis for a grievance, he/she shall discuss (either personally or accompanied by his/her Association representative or its designee) the alleged grievance with his immediate supervisor or the administrator directly involved within thirty (30) days of the event or condition for a class action grievance and within twenty (20) days of the event or condition for an individual or group grievance of less than 15% of the bargaining unit.

B. Within two school days after the informal grievance procedure with the principal or administrator involved, the grievant and his Association representative or designee shall request a dated notification signed by all parties, stating the topic discussed if the grievant feels the topic might become formalized as a grievance.

C. Subsequent to the informal discussion in Step I, the grievant may invoke the following formal grievance on the forms set forth in the appendix and available from the Association.

3.052 Step II

A. If the grievant is not satisfied with the result of the Step I discussion, then the grievant may file a grievance, in writing, with the building principal, immediate supervisor or their respective designee within twenty (20) days of the Step I discussion.

B. The grievant must submit a completed "Grievance Report Form" in triplicate to the following: one copy to the Association, one copy to the principal/immediate supervisor/or designee, and one copy to the Superintendent.

C. Within six (6) days of receipt of the Grievance Report Form, the principal/immediate supervisor/or designee shall indicate his/her disposition of the grievance by completing the Grievance Report Form.

D. The grievant, the Association, and the Superintendent shall receive from the principal/immediate supervisor/or designee a completed copy of the Grievance Report Form as written by the principal/immediate supervisor/or designee.

3.053 Step III

A. If the grievant is not satisfied with the disposition of the grievance at Step II, or if no such disposition has been made within the required time limit, the grievant and/or the Association may appeal the grievance to the Superintendent within ten (10) days of the Step II disposition.

B. Within ten (10) days the Superintendent or his designee shall meet with the grievant and his Association representative or designee in an effort to resolve the grievance. The grievant(s) must appear at the Step III meeting or the grievance shall be deemed withdrawn with prejudice.

C. Within six (6) days of the meeting, the Superintendent shall indicate in writing his/her disposition by completing the Grievance Report Form and forwarding it to the grievant, the Association President, Association Representative, and the immediate supervisor.

3.054 Step IV

If the grievant is not satisfied with the disposition of the grievance at Step III or if no decision has been rendered within the specified time, the grievant or the Association may appeal in writing to the Board, with a copy to the Superintendent within twenty (20) days of the Step III disposition by submitting a completed Grievance Report Form. The Board shall conduct a hearing on the appealed grievance at its next regularly scheduled Board meeting. The grievant(s) must appear at the Step IV meeting or the grievance shall be deemed withdrawn with prejudice.

The Board shall have six (6) days to render a decision. The decision and the reasons for the decision shall be reduced to writing and copies sent to the grievant, the Association, Superintendent and the immediate supervisor.

3.055 Step V

A. If the grievant and/or the Association are not satisfied with the disposition made by the Board, or if no such disposition has been made within the time limits as stated within this Agreement, the grievance may be submitted to arbitration before an impartial arbitrator.

B. To submit the grievance to arbitration, the Association shall, within thirty (30) days of the Association receiving the decision at Step IV, complete the Grievance Report Form, give a copy to the Superintendent and contact the Federal Mediation and Conciliation Service (FMCS) requesting a list of seven (7) arbitrators.

D. The fees and expenses of the arbitrator shall be borne by the party losing the grievance. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Contract or make any decision contrary to law or the Contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

E. The decisions and awards of the arbitrator shall be binding on the parties.

F. The hearing or hearings shall be conducted pursuant to the rules and regulations of the FMCS.

3.056 Miscellaneous

A. If multiple grievances arise, all shall be numbered in consecutive order beginning with the number following that of the last filed grievance.

B. Any grievance which arises during the life of this Agreement may be processed until resolution in accordance herewith.

C. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.

D. The time limits specified in the grievance procedure may be changed by mutual agreement.

ARTICLE IV – RIGHTS

4.01 Board of Education Rights

Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

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

4.012 Direct, supervise, evaluate, or hire employees;

4.013 Maintain and improve the efficiency and effectiveness of governmental operations;

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

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

4.016 Determine the adequacy of the work force;

4.017 Determine the overall mission of the Board as a unit of government;

4.018 Effectively manage the work force;

4.019 Take actions to carry out the mission of the Board as a governmental unit. The Board is not required to bargain on subjects reserved to the management and direction of the governmental

unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

4.02 Association Rights

4.021 The bargaining agent shall have the sole and exclusive organizational right to process grievances under this Contract.

4.022 The bargaining agent shall have the sole and exclusive organizational right to use school mailboxes.

4.023 The bargaining agent shall have the sole and exclusive organizational right to use interschool mail privileges.

4.024 The bargaining agent shall have the sole and exclusive organizational right to payroll deduction of dues and/or service fees, if required.

4.025 The bargaining agent shall have the sole and exclusive organizational right to the exclusive use of a bulletin board designated by the principal in each building.

4.026 The bargaining agent shall have the sole and exclusive organizational right to have building meetings before or after school provided that said meetings do not interfere with the commencement or the ending of the school day or other activities approved by the building principal which had been scheduled prior to the notice given by the Association. The building principal shall have at least twenty-four (24) hours advance notification of meetings in order to be placed on the school use calendar.

In the event that "other activities approved by the building principal" initially arises after the Association notice has been given, and with which the Association meeting will interfere, the principal shall discuss the matter with the Association Representative at least twenty-four (24) hours in advance of the Association meeting for the purpose of resolving the matter.

4.027 Upon request to the proper administrator, the bargaining agent (Executive Committee of J.M.E.A.) shall be granted permission to use Board-owned machines (copiers, typewriters, etc.). Necessary paper and supplies shall be provided by the administration with cost recovery charged to the bargaining agent.

4.028 These rights shall not be granted to another teacher representative organization under any circumstances.

4.03 Payroll Deduction of Dues

Once a teacher has joined the Association he/she shall only remove his/her authorization for dues deduction as provided by law.

4.04 Staff/Management Relations

For the purpose of promoting good staff relations and communications, the following procedures shall be implemented:

A. At the written request of the Superintendent or Association President, the Superintendent and a committee of no more than three (3) members of the Association shall meet to discuss matters of concern to either party. Each request shall include a list of the matters to be discussed. The Superintendent may invite additional administrators if they, their building or rules are the subject of discussion.

B. At the written request of the building principal or Association building representative, a committee of no more than three (3) members of the Association shall meet to discuss matters of concern to either party. Each request shall include a list of the matters to be discussed.

C. These meetings shall be scheduled in advance by those who are to attend and shall be held outside the teacher work day.

4.05 Access to Buildings

The Board of Education will provide the members of the bargaining unit with a means of access to school buildings during non-work hours for professional use only. Such use will be in accordance with guidelines established by the administration.

ARTICLE V – LEAVES

5.01 Sick Leave

5.011 Annual Allowance

Teachers shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service, or fifteen (15) days for each completed year of service.

5.012 Manner of Calculation

Any sick leave earned or unused in prior employment with another public school district or other agency of the State of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

5.013 Accumulated Sick Leave

The maximum number of sick leave days accumulated shall be 380.

5.014 Approved Use of Sick Leave Days

Sick leave may be used by all teachers for those reasons, and situations enumerated in the State Statute (O.R.C. 3319.141). Teachers may use sick leave in full day of half (1/2) day increments so long as half -day increments are used at the beginning or end of the teacher's workday. Partial sick leave may be limited to three (3) half days per employee, per semester. Following five (5) consecutive or 9 cumulative sick leave absences or if the member has engaged in patterned absences, the building administrator may require a physician's statement and/or a formal meeting with the unit member, unless the unit member has already communicated to the building administration the need for leave and the building administrator determines a documented formal meeting is not necessary. In other instances, the building administrator may require a formal documented meeting with the unit member.

5.015 Definition of Immediate Family

As applied to sick leave absence for purposes of serving as a caregiver because of illness, injury, or following death in the employee's immediate family, the immediate family shall include the spouse, parents, stepparents, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, father-in-law, mother-in-law, aunts and uncles and any other person who stands in the same family relationship with the employee as any of these and is a member of the immediate household. (In addition, members may use one (1) day of sick leave to attend the funeral of nieces or nephews)

5.016 Exhaustion of Sick Leave (Continued Fringes)

In accordance with the FMLA, eligible teachers who have used all of his/her sick leave, may have benefits extended for a period of up to twelve (12) weeks. In the event benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making payment to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.017 Falsification of Certificates

Falsification of either the physician's certificate, if submitted, or the member's statement is grounds for disciplinary action up to and including suspension or termination of employment.

5.018 Option to Use of Sick Leave

A unit member may, in lieu of using sick leave, secure another teacher to cover his/her assignment, not to exceed one-quarter (1/4) of the work day. The initiating unit member must give a written notice to the principal indicating the time period of the absence and who will be the covering teacher. A patterned use of this procedure may be considered abuse, and the principal may deny a unit member's use. In making such determination, the principal will apply the same standards to all unit members.

5.019 Family and Medical Leave

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as the "12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

5.02 Personal Leaves

A. All full-time and part-time certified employees shall be allowed three (3) days of absence during each school year without loss of pay to transact personal business which cannot be conducted outside the regular school day. Personal leave days shall be unrestricted but subject to section C. below. Teachers may use personal leave in full day increments or may use one personal day in half (1/2) day increments so long as half (1/2) day increments are used at the beginning or end of the teacher's workday.

B. Personal leave is not accumulative.

C. Submission for personal leave days should be made with as much advanced notice as possible.

1. Except in extenuating circumstances, forty-eight (48) hours' notice must be given the building principals for use of personal leave.

2. When no advance notice is possible the days will be subject to approval.

3. Two (2) consecutive days may be approved by the Superintendent.

4. Three (3) consecutive days may be approved by the Superintendent when at least ten (10) days advance notice is given by the bargaining unit member. No more than four (4) such requests shall be granted per year.

5. In the event that fifteen percent (15%) of the certified/licensed staff requests the same day for personal leave, the request will be treated on a first-come first-served basis. Requests shall be granted until the fifteen percent (15%) limitation is reached. Requests received after the fifteen percent (15%) limitation is reached may be approved by the Superintendent. For the months of May and June, the percentage of certificated/licensed staff that may access personal leave is reduced to ten percent (10%). A calendar shall be kept in the central office by the Payroll Clerk/Secretary on which will be listed the individuals who have given notice, and the date of the leave. Unit members may call to find the availability of dates for leave.

D. Personal leave will not be approved on the day preceding or following a scheduled school vacation period or holiday for major religious days not encompassed by a vacation period or holiday.

E. A unit member may, in lieu of using personal leave, secure another teacher to cover his/her assignment, not to exceed one-quarter (1/4) of the work day. The initiating unit member must give a written notice to the principal indicating the time period of the absence and who will be the covering teacher. A patterned use of this procedure may be considered abuse, and the principal may deny a unit member's use. In making such determination, the principal will apply the same standards to all unit members.

5.03 Emergency Leave

Emergency leave of absence up to a total of five (5) days per school year without pay will be granted by the Superintendent upon submission of satisfactory evidence acceptable to the Superintendent of an actual emergency situation.

5.04 Association Leave

When it is necessary for an official representative of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers during the school day, they will be given such free time, without loss of pay, as is necessary to perform any such activities, and provided that it is not contrary to the law. The Association President shall give the building principal or Superintendent as much advance notice as possible. This leave shall be limited to fifteen (15) aggregate days per year. The Association and its officers recognize and agree that this privilege should not be abused.

5.05 Sabbatical Leave

A. All members of the bargaining unit who have served continuously in the Jackson-Milton Local Schools for a period of at least five (5) years and who hold a professional or permanent certificate/license, are eligible for a sabbatical leave for professional improvement for one full school year

B. While on sabbatical leave, the member of the bargaining unit shall receive ninety percent (90%) of the difference between his/her scheduled salary amount and the amount to be paid to the replacement teacher. Salary shall be paid on the same payment dates as is made to other members of the bargaining unit. Requests for a sabbatical leave of absence shall be made at least ninety (90) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within thirty (30) days of its receipt.

C. No more than two percent (2%) of the bargaining unit may be granted sabbatical leave during any school year.

D. When more than one bargaining unit member requests such leave, length of service in the Jackson-Milton Local School System shall be the prime factor in granting the request. It is intended that study and other proposals for professional improvement will include areas dealing with said person's area of professional competency.

E. Before beginning a sabbatical leave, the member of the bargaining unit shall enter into a contract to return to active duty in the Jackson-Milton Local Schools for a period of at least one (1) year after the expiration of such leave. If the member of the bargaining unit does not return to the employ of the district immediately following the end of the Sabbatical Leave, the member shall reimburse the Board for its share of insurance premiums paid during the leave and the salary amount specified in part B. of this section.

F. A member of the bargaining unit who is granted sabbatical leave shall retain all rights of tenure, retirement, insurance (50% of the premium to be paid by the Board), and automatic increases in salary rating the same as though teaching during the period of leave.

G. At the expiration of the leave, the member of the bargaining unit shall be reinstated to his/her former assignment unless the position is not available. A consultation shall be arranged after which the Superintendent shall recommend to the Board a new assignment in the best interest of the member of the bargaining unit and/or the school.

H. Sabbatical leave for professional improvement will not be granted a second time to the same individual when other members of the bargaining unit in sufficient numbers to fill the quota for the period have filed a request for, and are waiting for, such leave. In no case will sabbatical leave be granted to any member of the bargaining unit more often than once every six (6) years.

I. A long-term Substitute will be hired to replace the teacher on sabbatical leave. He/she will have all rights and responsibilities of the negotiated agreement except, he/she will not be eligible for district health care benefits or life insurance; will be subject to a suspension of contract under Reduction in Force procedures, but not to recall rights; will not have access to the grievance procedure; will not have seniority rights; will be paid at the BA-0 step of the salary schedule; will have his/her contract automatically terminated upon return of the unit member; and will be given consideration for any vacant position available in the district for subsequent school year(s).

J. Sabbatical Leave shall be granted to teachers requesting such leave who have met the criteria contained in this Section, subject to the recommendation of the Superintendent and approval by the Board.

5.06 Parental/Adoption/Care Leave of Absence

Use of these leaves (5.061, 5.062, and 5.063) in combination shall not exceed two (2) consecutive years.

5.061 Parental/Adoption/Care Leave of Absence

A. A pregnant unit member shall be granted, upon written request, unpaid Parental Leave. The effective date of such leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such an event the Superintendent shall be notified as soon as possible of the starting date of the leave.

B. A pregnant unit member may use accumulated Sick Leave for illness or disability while pregnant, and up to six (6) weeks after termination of the pregnancy unless reasons certified by a physician indicate the need for further absence due to illness or disability.

C. Upon return to service following Parental Leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement. Such return shall include advancement on the salary schedule for each work year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days equal at least one-hundred-twenty (120) days.

D. Fringe benefits coverage shall be maintained by the Board while the unit member is on a paid status. When the unit member is not on paid status, he/she shall be permitted to continue any or all fringe benefits in accordance with Section 5.016.

E. Non-birthing unit members may use two weeks of sick leave concurrent with FMLA leave for the birth of their own child.

5.062 Adoption Leave

A. Any unit member shall be granted, upon written request leave for the purpose of receiving an adopted child provided he/she is the adoptive parent.

B. Adoption Leave shall be for up to six (6) weeks at the discretion of the unit member, without pay. The unit member may use all or part of his/her accumulated Sick Leave during this six (6) week period.

C. Notice of Adoption Leave shall be made to the Superintendent in writing at least thirty (30) days in advance of the date such leave is to begin unless the unit member becomes aware of the date of receiving a child during the thirty (30) day period in which case the Superintendent shall be notified as soon as possible.

D. Upon return to service following Adoption Leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days total one-hundred-twenty (120) days.

E. Insurance coverage shall be maintained by the Board while the teacher is on such unpaid leave in accordance with Section 5.016.

5.063 Child/Parent/Spouse Care Leave

A. Any unit member shall be granted, upon written request, leave to serve as a regular caregiver for his/her seriously ill parent, child or spouse for up to two (2) years. For purposes of this paragraph, a "regular caregiver" means that the bargaining unit member is routinely needed for assistance. This is without pay unless a unit member chooses to use any or all of his/her sick leave during such absence. In the event benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making full premium payments to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

B. He/she shall notify the Superintendent, in writing, at least thirty (30) days in advance of the beginning date of the leave. In emergency situations, the thirty (30) days may be shortened.

C. Upon return to service following Leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days total one-hundred-twenty (120) days.

5.064 Child Care Leave

A. Upon written request, any unit member shall be granted an additional twelve (12) weeks of unpaid leave to serve as a regular caregiver for his/her child after the exhaustion of parental leave/FMLA. For purposes of this paragraph, a "regular caregiver" means that the bargaining unit member is providing necessary care. While in unpaid status, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making full premium payments to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

B. He/she shall notify the Superintendent, in writing, at least thirty (30) days in advance of the beginning date of the leave. In emergency situations, the thirty (30) days may be shortened.

C. Upon return to service following Leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days total one-hundred-twenty (120) days. Days used under this provision do not count toward one-hundred-twenty (120) days.

D. Should a bargaining unit member decide to extend unpaid leave under this provision beyond the unpaid leave period provided in Section A., the bargaining unit member may take an

additional twelve (12) weeks of unpaid leave. Pursuant to this paragraph, the bargaining unit member is not guaranteed that he/she will return to his/her position; the bargaining unit member may not immediately return to service following exhaustion of the additional twelve (12) weeks (or any extended leave period beyond leave provided in Section A.). Instead, the bargaining unit member may be placed on the recall list for a period of one year and offered a position in his/her area of certification when a position becomes available.

E. Leave taken under this provision runs concurrent with leave under section 5.063 and any other leave provided by this Master Agreement and/or state law.

F. The employee is responsible for communicating to the District his/her intent to return to service no later than thirty (30) days prior to the upcoming grading period. When the totality of parental leave and child care leave combined is twenty-four (24) weeks or less and the conclusion of the leave is after the beginning of the fourth (4^{th}) grading period, the member may be restricted from returning to their position during the fourth (4^{th}) grading period. The member shall be returned to his/her position at the start of the next school year.

Should the employee fail to submit the required thirty (30) days' notice as stated above, the employee will not be restored until the following grading period (i.e., the grading period after the "upcoming" one) if within the first three (3) grading period(s), or the next school year.

5.07 Professional Leave

A. The Superintendent may authorize absences of unit members for professional purposes, with full pay, not to exceed three (3) school days, and an additional two (2) days without pay in any school year. The unit member shall make application for the authorization of such absence at least ten (10) days in advance of a regularly scheduled Board of Education meeting for its approval.

B. The absence from school of a unit member who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with professional leave in lieu of personal leave. Professional leave is not accruable or accumulative. It is only activated when and if the unit member is authorized to be absent for purposes of attending professional meetings.

C. The person attending a professional workshop shall present a written report to the Board of Education within ten (10) days of the workshop.

D. Attendance at such meetings or conferences may be of a specific or general educational program and need not be in the same specific category of the teacher's normal assignment field.

E. Where such leave is granted under the provisions of this Section, a substitute will be provided in accordance with the Board-approved policy governing employment practice.

F. The unit member shall be reimbursed for the costs of such professional purposes as follows:

Transportation:	The mileage rate when the unit member actually drives his/her vehicle
Fees:	The actual cost
Lodging:	The actual cost when staying at the hotel where the event is taking place, or at another hotel if the hotel where the event is taking place has no rooms. Otherwise, reimbursement shall be at the Board-approved rate in effect on the date of the stay per night.
Meals:	$60.00 if staying overnight.

5.08 General Unpaid Leave

In accordance with Ohio Revised Code Section 3319.13, upon the written application of a unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board shall grant such leave where illness or disability is the reason for the request. Insurance coverage shall be maintained by the Board, for eligible teachers on unpaid leave, in accordance with the FMLA. In the event benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making full premium payment to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave).

Unpaid leave may or may not be granted by the Board for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

5.09 Assault Leave

A. The Board shall grant a paid assault leave not to exceed one hundred eighty-three (183) workdays per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable, pursuant to this section shall be reduced by the amount of any Workers' Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the employment-related assignment. The Board may further require the bargaining unit member to be examined by the Board's physician.

B. The maximum number of assault leave days (183) will be available to the bargaining unit member who contracts the AIDS virus in an employment related assault. The maximum number of assault leave days for any other employment related assault shall be fifty (50) days.

C. A teacher who is assaulted and takes time off to visit a doctor or hospital shall have time charged to assault leave.

5.10 Military Leave

The Board will follow provisions of the Ohio Revised Code.

5.11 Sick Leave Bank

When a certificated/licensed employee has exhausted all of his/her accumulated Sick Leave and sick leave advance, he/she may be entitled to Sick Leave days from the Sick Leave Bank for qualifying catastrophic personal injury or serious long-term physical illness in accordance with the following provisions.

The Sick Leave Bank is not available for disability associated with the normal course of pregnancy and childbirth; however, medical complications which would otherwise qualify are not prohibited. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

Recuperation from surgeries or from other procedures which could have otherwise reasonably been scheduled for dates occurring during school vacation periods will not qualify for Sick Leave Bank donation. Teachers whose sick leave has been depleted by intermittent use shall not qualify for this benefit.

The bank shall be opened upon request of the individual stating the reason for the need and the number of days needed. A doctor's statement is required with the application in order to be considered.

The request shall be reviewed by the executive committee of the JMEA. The committee may choose to meet with the individual needing/making the request. Action shall be by majority vote of the entire executive committee. The JMEA shall have the authority to approve or disapprove the request in accordance with the standards set forth herein, or offer an alternative as established by the JMEA. The granting of sick leave days from the bank shall be prospective, only, and may not be backdated for any date prior to approval.

The number of sick leave days that any individual can deposit in the bank for each request shall be no more than ten (10) nor less than (1). The total number of days that can be deposited in the bank for any request shall not exceed the number of days requested.

The JMEA committee shall keep the following records:

1. Signed forms showing the names of the individuals requesting days from the bank, the number of days requested, the dates requested, the reason for the request, and evidence of need.

2. Copies of letters of acceptance or rejection of the request.

3. Signed forms showing the names of those who contributed to the bank, the date on which contribution forms are received, and the number of days contributed.

4. Forms showing the number of contributed days used, and the individuals from whose accumulated sick leave the days are to be taken.

Those making deposits in the Sick Leave Bank, and whose contribution is used, shall have his/her sick leave accumulation reduced by the number of days used.

Depositing in the Sick Leave Bank shall not be counted as using sick leave and shall not be figured in the formula for any "Attendance Incentive." Anyone contributing to the Sick Leave Bank whose accumulated sick leave at the time of the contribution, is at the maximum shall have his/her maximum accumulation at the end of the school year (June 30) reduced by the number of days used.

The JMEA shall be responsible for keeping all records relevant to the Sick Leave Bank and shall give such to the district's Treasurer that he/she may deem necessary. The JMEA holds the Board harmless against any and all claims by unit members, their families or representatives that there has been an illegal or improper application of the Sick Leave Bank. The defense against such claims and resolution thereof shall be the responsibility of the JMEA.

5.12 Bereavement Leave

A bargaining unit member shall be permitted to use three (3) days each year with pay for bereavement purposes of any relative of any member of his/her immediate family which shall only include spouse, parents, stepparents, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, father-in-law and mother-in-law, aunt, uncle, niece, nephew and any other person who stands in the same family relationship with the employee as any of these and is a member of the immediate household. Nothing herein shall be deemed to prevent a bargaining unit member to utilize available personal leave (or sick leave as provided in 5.015) to attend the funeral of individuals not listed above.

5.13 Jury/Hearing Leave

5.131 When a unit member is called to serve on jury duty, he/she shall be maintained on full paid status for the period of time served. Unit members shall not be required to relinquish jury pay.

5.132 When a unit member is subpoenaed as a witness in a school-related matter, the member shall be on full paid status for the period of time required to be present in court.

5.133 This leave shall not apply if the unit member or the JMEA is either a plaintiff in a matter in which the school district is the defendant or a witness in a matter in which the school district is the defendant.

5.14 Leave Documentation:

All Leaves shall be documented with an explanation on the appropriate form and/or automated system. All leave requests must include the type of leave, and start date and end date with associated times and substitute needs based on the length of the leave. The member shall submit the request as soon as possible prior to 6 am on the day of use, if possible. In the event the member cannot give notice prior to 6 am, the member shall communicate directly via phone (call or text) with their building administrator.

In the event the member is physically unable to report such leave due to an emergency or extenuating circumstances, the member shall contact their immediate supervisor as soon as physical possible. In the event of a sick leave need during the school day, the bargaining unit member shall communicate directly with the building principal or designee for approval before leaving the building.

ARTICLE VI – EMPLOYMENT PROCEDURES

6.01 Teacher Assignment

6.011 No teacher shall be assigned to a position ("primary teaching assignment(s)") for which he/she is not certificated. (This section does not apply to casual substituting referred to in Article VI, Section 6.134). The teacher is responsible for maintaining current certification.

6.012 Teacher(s) who will be affected by change of grade, subject, or building assignment will be notified in writing and consulted by the immediate supervisor as soon as it is practicable. Such changes will be voluntary where possible.

6.02 Involuntary Transfers

A. Not by way of limitation of any right to institute an involuntary transfer, if a vacancy occurs due to the natural progression of students (for example, four second grade classes, three third grade classes, and four fourth grade classes one year become three second grade classes, four third grade classes, and three fourth grade classes in the following year), the Administration shall involuntarily transfer a teacher who holds the proper certification in the affected grade(s).

The transfer of teachers in any given school year shall be limited to twenty-five percent (25%) of the bargaining unit. Involuntary transfers shall not be arbitrary or capricious in nature. In the event a bargaining unit member is involuntarily transferred, the Superintendent shall offer to meet with the member and their representative to discuss the transfer.

B. The final right of assignment shall remain with the Superintendent as he deems appropriate and in conformity with Ohio Revised Code Section 3319.01.

C. The bargaining unit member being transferred shall be granted two (2) workdays to effect such transfer if such transfer is after the beginning of the school year and to a different building.

6.03 Certificated Vacancies

A. Vacancy is defined as a certificated position in the school district which has been occupied and for whatever reason it becomes no longer occupied and is not abolished by the Board. A vacancy is also a newly created position, with the exception of an online course that may be provided by a third party, so long as it does not create a reduction in force.

1. As determined by the Superintendent, all certificated openings including but not limited to regular, supplemental and/or promotional positions that occur shall be adequately published on the District's website with an email to members.

2. All certified teachers shall be given adequate opportunity to give notice of interest for such positions. The posting shall clearly set forth a description of and the qualifications for the position, including duties, salary ratio, and procedure for application. During the summer months when school is not in session, all members of the bargaining unit shall be notified of any openings by electronic mail, and by a Summer "all call."

3. All certificated vacancies and supplemental vacancies shall be posted within five (5) days after the Board's determination to fill the opening and for at least five (5) work days, with the exception of summer break months, in which case the vacancy shall only be posted for at least two (2) days.

4. Whenever a vacancy occurs or a new position is created, the Board shall do the following in the order listed;

a. First: All teachers whose contracts have been suspended under "reduction in force" who hold proper certification shall be recalled, provided that a recall does not create or cause an increase of the staffing levels needed as determined by the Superintendent.

Second: The Superintendent may award the position to teachers who have made proper application for the position and who hold proper certification. If the most senior applicant is not awarded the position, a conference will be held with that applicant and the Superintendent to discuss why the applicant was not selected for the position.

Third: The Superintendent may involuntarily transfer a teacher pursuant to Section 6.02.

Fourth: The Board may return an administrator to the bargaining unit.

Fifth: The Board may hire new staff.

Sixth: The Board shall not be arbitrary or capricious in its application of this provision.

b. No teacher shall be employed from outside the District so long as there is a teacher with the District, who has the proper certification/licensure, meets the qualifications for the position as stated by the Superintendent, has been a teacher for at least five (5) years with the District, desires the position and has received a rating of "Accomplished" or "Skilled" on either of his/her last two final summative OTES/OSCES or non-OTES/OSCES ratings.

A teacher(s) certified/licensed in the area and/or grade level of the job posting and who volunteers will be invited to participate with the principal in the interview process of an applicant(s) from outside the district. Such volunteering shall be for all applicants for the position, and the volunteer(s) shall be present for all interviews. The participation of a teacher(s) in the interview process shall be only for the purpose of making a recommendation to the principal. Probationary teachers shall not be eligible to participate in the interview process. The principal shall set the time(s) and date(s) for the interview(s) as far in advance as possible, and the interview(s) shall be scheduled outside the normal workday if at all possible.

c. Change/Switching of Assignment

Whenever two or more teachers wish to change assignments, such shall be accomplished by the teachers involved switching positions. Such teachers must have proper certification. Such change of assignment may occur only upon the express approval of the Superintendent. Such change of assignment shall occur for the entire school year and shall commence at the beginning of the school year.

5. Notice shall be given to each applicant that he/she has been appointed or not appointed to the vacancy.

6. The Superintendent shall have the right to determine the final placement of any and all teachers and/or promotional placements in administrative and supervisory positions provided such action by the Superintendent is not violative of the provisions set forth herein.

B. Supplemental Positions

1. Supplemental positions shall be posted in accordance with Section 6.03 A (1-3).

2. These provisions do not apply to assistant coaches whose employment or reemployment may be based on the input of the head coach. This section shall in no way contravene Section 6.04 (Teacher Fair Dismissal).

3. The final decision on filling supplemental positions and the determination of the qualifications of individuals applying for those positions rests with the Board

6.04 Teacher Fair Dismissal

A. Teachers in their first two (2) years of employment with the District will be "probationary teachers." Probationary teachers are subject to non-renewal at the end of each of the two years without a show of cause or reasons, written or verbal, conditioned only upon receipt by the teacher

of a notice of non-renewal on or before June 1. In the final year of probationary status, if timely observations cannot be accomplished due to an extended absence of the teacher, the Board may offer an additional one (1) year probationary contract in lieu of a non-probational one (1) year limited contract. Any extended absence in the final year of probationary status which exceeds nine (9) weeks will automatically result in another probationary contract being issued, unless the requisite observations and final evaluation have been completed and the Board determines not to re-employ. An additional one (1) year probationary contract may only be offered pursuant to the terms of this section.

B. Non-renewal of a bargaining unit member's limited contract after his/her second year of employment with the District shall be pursuant to the Ohio Revised Code section 3319.11.

6.05 Job Security

No member of the Bargaining Unit shall be adversely evaluated or disciplined for arbitrary or capricious reasons and such action must be for cause. No member of the Bargaining Unit shall be terminated or suspended, except for just cause.

6.06 Reduction in Force

6.061 Scope of Procedure

The following procedures shall govern the reduction of certificated/licensed staff made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, financial reasons or territorial changes affecting the District.

Reduction in Force will first be achieved through attrition by not filling the vacancy created by a teacher due to resignation, retirement, non-renewal, promotion, or termination.

Before a Reduction in Force is effected, the Board and JMEA will work cooperatively to verify the reason for the reduction. Any Reduction in Force shall be reasonable.

6.062 Retention

A. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

Comparability of evaluations of OTES teachers will be defined as follows: "Ineffective", Developing" or "Skilled/Accomplished." Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111, 3319.112 and 3319.113.

B. Order of Reduction

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

a. Comparable evaluations.

b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

2. Should the necessary reduction of staff required exceed the number of continuing contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

a. Comparable evaluations.

b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

3. Displacement

In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area, unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating category available.

C. For purposes of reduction in staff, any and all certificated/licensed teachers who are certified/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure.

D. Teachers who expect to complete course work for new or advanced certification/licensure by June 15 of the year in which there may be a suspension of contracts due to a Reduction in Force must have given written notice to the Superintendent on or before June 1 of that year in order to have such course work apply to suspension and recall rights under this section. By no later than May 15, such teacher shall provide the Superintendent with a copy of the new or advanced certificate/license, or a letter from the educational institution stating that all course work and requirements have been satisfactorily completed and new or advanced certification/licensure is pending. A teacher giving notice will be given new placement on the seniority list as of June 1, pending successful compliance with this section "D". Such teacher who fails to fully comply with these provisions by May 15 will forfeit the benefits of this section.

E. Seniority, where applicable, shall be determined see Section 1.03. Length of continuous service will not be interrupted or affected by authorized leaves of absence or placement on the

recall list. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by;

2. The first work day of the teacher for which he/she received pay;

3. A toss of a coin.

These tie breakers shall be implemented within twenty (20) days after such tie is/or becomes known.

6.063 Layoff and Recall

A. Teachers whose continuing contracts or limited contracts are suspended shall immediately be placed upon a recall list. Retention and recall shall be based upon the summative effectiveness ratings as determined in accordance with the Board's standards-based evaluation policy. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certificated/ licensed for the position. A teacher who is recalled after having his/her contract suspended pursuant to the RIF procedure, shall have seniority restored for the period during which he/she is on the recall list. No new teachers shall be employed by the Board while there are teachers on the recall list who are certified/licensed for any opening of a teaching position. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave as he/she held at the time of layoff, and be placed at the appropriate step of the salary schedule.

B. Notice of recall shall be given by telephone to the last telephone number given by the teacher to the Board, and by certified mail, return receipt requested, addressee only, to the last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.

C. Limited contract teachers placed on the recall list and not recalled shall remain on the recall list for twenty-four (24) months beginning September 1, or an additional fraction of a month thereof up to and including the first day of the third school year following notification of RIF. Limited contract teachers who are offered but who decline reemployment of such an opening need not be offered re-employment again in openings which may occur after the teacher declines re-employment. Limited contract teachers not offered re-employment during the period for which they remain on the recall list as defined in this Section must make application for employment in accordance with established procedures if they desire to be considered for employment any time after which their name is removed from the recall list. Such teacher shall be hired as a new employee due to a break in continuous service and shall be granted seniority as a new employee.

The rights herein granted to a teacher with a suspended limited contract shall be forfeited by the teacher should he/she:

1. Waive his/her recall rights in writing:

2. Resign;

3. Fail to accept recall as provided for herein; or

4. Fail to report to work in a position that he/she has accepted within five school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries.

D. When a teacher with a suspended continuing contract declines a position or fails to comply with the recall provisions herein, he/she shall remain on the list subject to recall to the same or similar position which was held at the time of layoff. Similar position shall be defined as the same area of certification at the secondary level and within two (2) grade levels at the elementary.

E. On or before November 1 of each school year, the Superintendent shall provide the President of the Association with a list showing the seniority of each teacher then employed by the Board.

6.07 Non-Resident Student Attendance

Members of the bargaining unit represented by the Jackson-Milton Educators' Association who are non-residents of the Jackson-Milton Local School District shall be permitted to have their children attend school in the district through open enrollment.

6.08 Personnel Files

6.081 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Central Office.

6.082 Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.09 Employment Contracts

6.091 Regular

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code Section 3319.08. Such contract shall include the following information:

A. Name of teacher.

B. Name of school district and Board of Education employing said teacher.

C. Contracts for the employment of a teacher shall be of two types – limited contracts and continuing contracts. If it is a limited contract, it should state the number of years the contract is to be in effect. All supplemental contracts are issued for a one-year period of time and are not subject to automatic renewal or other considerations usually accorded the two types of teaching contracts. No deadline applies to the renewing of extra-duty or supplemental contracts.

D. Specify the salary to be paid for regular teaching duties.

E. Basis of determining compensation, (i.e., classroom teachera- B.A. – 5 years' experience, master).

F. Number of pay days and dates of such days.

G. Teacher agreement that he/she shall abide by Board adopted policies to be performed.

H. Provision that rules and regulations of the Board governing professional staff shall be provided at the time the contract is offered.

I. Provision for signature and date of signature of the teacher being contracted.

J. The administration will confer with teacher(s) by June 10 for the coming year about their regular teaching duties.

K. By July 1 of each school year, teachers other than newly appointed teachers shall be notified in writing of their teaching assignments for the coming school year, including the school(s) to which they will be assigned, the grade and/or subject area that they will teach. Assignment would include class subject, building(s), room, and schedule. Any necessary change shall not be arbitrary or capricious.

L. All contracts shall be returned by May 30 of the year in which they are issued with the exception of supplemental contracts which shall be returned to the Treasurer within two weeks after they have been received by the teacher or person assigned the contract.

6.092 Continuing Contract

Teachers employed by the Board shall be issued written notices of salary in accordance with the Ohio Revised Code. Such notice of salary shall include the following information:

A. Name of teacher.

B. Name of the school district and Board of Education employing said teacher.

C. Annual compensation (schedule and step) to be paid for the period of the notice.

6.093 Contracts Awarded to Members of the Jackson-Milton Certified Staff

A. Types of Contracts

1. Limited contracts
2. Continuing contracts
3. Supplemental

B. Length of Teaching Contract – Limited

All limited contracts shall be for a period of one year.

C. Granting of Continuing Contracts

Twice each year, in November and April, the Board will act on the request for continuing contracts of those teachers eligible. Continuing contracts may be awarded by Board action at any point in the life of the teacher's limited contract.

6.10 Experience Credit

For salary placement only, the Board shall grant service in accordance with qualifications up to five (5) years to those teachers hired into the district after July 1, 1977.

6.11 Mileage

The Board shall pay for authorized automobile expense an amount equal to the per mile allowance being utilized by the Internal Revenue Service. The Board shall modify the mileage allowance up or down in accordance with the allowance in effect by the Internal Revenue Service at January 1 of each year of this Contract. The modification will be made effective January 1 of each year and continue through December 31 of each year.

6.12 Teacher Evaluation

I. OTES/OSCES Members

In accordance with Ohio Revised Code Section 3319.111,3319.112 and 3319.113 the Board's adopted standards-based teacher and counselor evaluation policies are ~~is~~ included in this Master

Agreement, by reference, for application to OTES/OSCES members. Any effects of those policies on terms and conditions of employment must be bargained by the parties in accordance with law.

All matters contained within the Board policies on OTES/OSCES shall be considered grievable under the grievance procedure contained within this contract.

The Board policies and guidelines will be provided to all OTES/OSCES teachers as contained in the Jackson-Milton OTES/OSCES Evaluation Handbook, which will also be accessible to bargaining unit members online.

The Evaluation Committee will ensure the evaluations systems remain in compliance with state law by making recommendations regarding the evaluation system when required by law to do so.

A. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher and counselor evaluation policies and related guidelines, and to regularly review the effectiveness of the policies and related procedures and process, including forms, for the evaluation of OTES/OSCES members in the District.

In addition, the Evaluation Committee will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES/OSCES members.

Nothing herein shall be deemed to alter or otherwise affect the obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

2. Committee Composition

a. The committee shall be comprised of at least four (4) Association members appointed by the Association president and up to four (4) administrators appointed by the Superintendent. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs within the District.

3. Committee Operation

a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

b. Members of the committee will receive training in all aspects of OTES/OSCES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning

their work.

c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

d. Committee agendas will be developed by the committee.

e. All decisions of the committee, as set forth herein, will be achieved by consensus.

f. At the initial committee meeting, the committee will develop the guidelines and ground rules by which the committee will operate.

g. Members of the committee will receive necessary release time for committee work and training as determined by the committee.

h. The committee may establish sub-committees to assist with their work.

i. Sub-committees will be jointly appointed by the committee.

j. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

4. Compensation

Any work authorized by the committee and performed outside of the contractual work day will be paid at $20 per hour.

5. Committee Authority

a. The committee is responsible for jointly developing, reviewing and recommending changes to the Board policy for teacher evaluation and assisting in the evaluation of teacher-submitted SLO's according to Board Policy and ODE requirements.

b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

II. Evaluation of Non-OTES/OSCES Members

The following procedures will remain in place for the evaluation of non-OTES/OSCES bargaining unit members until replaced by appropriate procedures developed by the parties.

A. Evaluation of non-OTES/OSCES bargaining unit members shall be for the purpose of:

1. Improving the quality of the instructional program of the school.
2. To maintain an accurate, objective record of a unit member's performance.

B. The non-OTES/OSCES professional staff member shall be responsible for achieving reasonable objectives only when all other objectives upon which they depend have been reasonably met, including:

1. Appropriate class size.
2. Adequate supportive facilities (space, media, books, supplies, equipment).
3. Adequate teaching environment.
4. Adequate supportive personnel (guidance, media, health, clerical, administrative).
5. Recognition of and allowance for significant pupil characteristics and individual differences and capabilities.

C. In accordance with Section E below, the first observation shall be prearranged with the individual. The second observation shall be unscheduled. Observations shall be performed by those administrative personnel designated by the Superintendent, who are specified in ORC 3319.111. A copy of the completed evaluation shall be given to the unit member.

D. Self-evaluations by unit members are encouraged. Electronic devices such as audio and video tape machines or the school intercom shall not be used by the administration for evaluation. Unit members who wish, may use such electronic devices, and any disk, tape, record, etc. shall be seen and heard only by the unit member.

E. Non-OTES/OSCES unit members shall be evaluated once during the school year. Unit members receiving evaluations indicating deficiency shall be given specific written performance objectives which need to be achieved in order to correct the cause of the evaluation of deficiency. Upon the request of either party, a conference shall be held between the unit member and evaluator/observer to discuss the evaluation. The unit member may request a peer evaluation(s). The peer shall reduce his/her comments to writing and give them to the unit member and a copy to the Superintendent.

1. Each evaluation shall consist of two (2) observations. The observer shall be the same person completing the evaluation form. Each observation shall consist of thirty (30) continuous minutes and shall be recorded on the observation form. No observation shall occur earlier than three (3) weeks following a previous observation.

No observation shall take place on the day before or the day after a legal holiday when school is not in session, winter and spring breaks nor Thanksgiving. The unit member shall be given a copy of the observation form within two (2) work days after the day on which the observation took place. Upon request of either party, the unit member and evaluator/observer, shall have a conference to discuss the observation(s) and/or evaluation.

2. The unit member shall receive a copy of the evaluation twenty-four (24) hours in advance of the conference which shall be held at a mutually agreeable time.

3. At the end of the conference, or if a conference is not held, the unit member and evaluator/observer shall sign the evaluation form. The unit member's signature shall indicate that

he/she has seen the evaluation but does not necessarily agree with it. A copy of the signed evaluation shall be placed in the unit member's file.

4. At the time a unit member signs an evaluation, he/she shall have the option of attaching a statement to the evaluation explaining his/her position concerning any evaluation item.

F. The same evaluation form and procedures shall be used for non-OTES unit members and may be used for probationary teachers.
A copy of the evaluation form and observation form to be used shall be given to each member of the bargaining unit at the beginning of each year.

To the extent that it does not conflict with the requirements of the statute, this evaluation procedure supersedes and replaces the evaluation procedures in ORC 3319.111 for non-OTES/OSCES teachers.

6.13 Working Conditions

6.131 Lunch

All members of the certified staff shall have at least a thirty (30) minute duty-free uninterrupted lunch period each day. Unit members may leave the building during this time.

6.132 Teacher Lounge

The Board shall provide a smoke free lounge in each building. Space shall be provided for the safe storage of personal articles. Space shall be provided for the storage of instructional supplies.

6.133 Substituting

Teachers who voluntarily assume all or part of the responsibility of an absent teacher shall be paid at the rate of $25.00 per hour or portion thereof in secondary, and $25.00 per hour or portion thereof in elementary. If a volunteer is not available, a teacher shall be assigned to substitute during his/her planning time from a roster containing the names of all unit members except school counselors. In unavoidable circumstances, co-teachers and/or title teachers in the classroom might be used to cover another teacher's classroom if a substitute could not be obtained.

This roster shall contain a place to check each unit member who has been given such assignment. The Principal shall always first seek volunteers from the volunteer roster. Whenever a volunteer is not available, the Principal may go to the master schedule. The selection of teachers from the roster or master schedule shall be rotated so that such substituting is equalized among all of the teachers in the building.

To aid the Board in obtaining substitutes to fill the casual vacancy of a unit member on leave, the unit member may obtain his/her own substitute, contact teachers to advise them that a substitute will be needed or notify the principal or other administrator of teachers who are available to

substitute. Whenever possible, such recommended substitutes shall be utilized. However, if such substitute is objectionable to the principal, he/she may be rejected.

6.134 Temperature

The Board shall make a reasonable effort to maintain a temperature range of 68 degrees to 76 degrees Fahrenheit in all areas in which teachers are assigned duties within the school buildings.

6.135 Materials (Supplies) and Equipment

A. Materials

All teaching materials necessary for a bargaining unit member to perform his/her contractual duties shall be available to the bargaining unit member on or before the first day of the school year.

B. Equipment

Each building shall have a copy machine available each period of the school day which shall be assigned for use by bargaining unit members.

6.14 Work Day

6.141 Hours

The work day of each member of the bargaining unit shall not exceed seven (7) hours fifteen (15) minutes including the duty-free lunch period.

6.142 Conference Days

The first conference day of each year shall be held on the Thursday before NEOEA day, with no school on the Wednesday before Thanksgiving.. The second conference day shall be held the Thursday preceding Presidents' Day after the regular school day with no school on the subsequent Friday. Conference hours for the middle/high school shall be from 3:00 PM to 9:00 PM. Conference hours for the elementary shall be from 3:45 PM to 9:45 PM.

Each unit member shall schedule a one-half (1/2) hour break for dinner.

If there is a need to modify this schedule, the building principal and a representative of the JMEA shall meet to make the necessary changes.

6.143 Planning Time

A school week shall include planning periods as follows:

A. Grades 6-12 – A minimum of one (1) forty minute period per day. No bargaining unit member shall have more than five (5) different preparations.

B. Grades K-5– A minimum of two hundred (200) minutes per week in blocks of not less than thirty (30) consecutive minutes. The K-5 principal may require a teacher to attend one (1) IAT or IEP meeting per week during his/her planning time without additional compensation. Additional meetings required by the principal shall be compensated at fifteen dollars ($15.00) per meeting.

C. Elementary (Grades K-5) teachers shall not be assigned lunch nor recess duty. This time shall be utilized for grade level planning, cooperative planning between regular education and special education teachers, intervention assistance team meetings, attending to individual student academic or behavioral problems, and communicating with parents. Teachers are to do these as time will allow. A building level committee will assist the principal in the cooperative scheduling of these activities.

6.144 After School Meetings/Meet the Teacher Night

A. Meetings Outside Workday

The Administration may call meetings outside the regular school day, not to exceed eight (8) hours per school year excluding Meet the Teacher Night. Such meetings shall be contiguous to the school day and are available to be used for IAT and IEP meetings.

Each member of the bargaining unit is required to attend Meet the Teacher Night, each of which shall be held for ninety (90) minutes. A joint committee at each building of administrators and JMEA members shall create a syllabus describing the expectations for bargaining unit members at Meet the Teacher Night and Blue Jay Expo.

The Meet the Teacher Night is for grades K-12 and shall be held in the evening of the second in-service day meeting prior to the start of the school year.

6.15 Work Year

The work year for each member of the Bargaining Unit shall not exceed one hundred eighty-three (183) days. One hundred eighty (180) days shall be days of instruction. The remaining three (3) days shall be utilized as follows:

A.	In-Service Days	Two (2) days scheduled for the week prior to the start of the student instructional year.
B.	Teacher Enrichment Day	One day as scheduled on NEOEA Day.

During the first In-Service Day at least thirty (30) minutes will be allotted during the workday for JMEA to meet with members..

Teachers may complete all check-out responsibilities on the last day of school for students, but shall not complete the check-out later than five (5) days after the last student day. If there is no

early dismissal on the last day of school, the teacher day may be extended for no more than one (1) hour in order to complete check-out responsibilities, if needed.

The Teacher Enrichment Day may be completed on any date in August, prior to the beginning of the school year. To count toward the Enrichment Day, it will be the responsibility of the teacher to submit a form (Board provided) indicating the activities completed on that day (workshop, room preparation, seminar, etc.). Teachers choosing to utilize the date of NEOEA Day for Teacher Enrichment will submit the form after completing activities on that day.

6.152 School Calendar

Prior to establishing the calendar for any school year, the Superintendent shall meet with a committee of the JMEA for the purpose of receiving recommendations.

6.153 Calamity Days

When the Superintendent/designee closes schools or a building due to inclement weather or other calamity, members of the certified staff will not be required to report for duty. If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five (5) days lost. Any subsequent days missed due to a calamity will be made up with students in attendance unless otherwise determined by the Superintendent. Make-up days will not result in additional compensation for teachers.

6.16 Class Size Ratio – District Wide

The ratio of teachers to pupils on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with the State Minimum Standards for Kindergarten through Twelfth Grade.

6.161 Elementary Class Size

A. No regular class in the elementary schools, Grades K-5, except for band and choir, shall have more than thirty (30) pupils. The number of pupils in each class for K-6 shall be equalized. Whenever, in order to accomplish equalization, it becomes necessary to transfer teachers from one grade level to another, it shall be in accordance with Article VI, Section 6.02 D.

B. When a class size is such that it exceeds the limits set forth in this section and a solution is not available by transfer in the building where it occurs, the Superintendent will have a twenty (20) working day period in which to cure the situation by some alternative action.

C. Special education pupils who spend more than half of their instructional time inside the regular class shall be counted in the calculation of class size in their regular class.

D. Elementary specialist teachers (art, music, and physical education) shall meet with and teach students from one regular classroom teacher at a time. Small classes of self-contained special

education students may be combined into teaching groups of up to a maximum of thirty (30) students per group provided the elementary specialist agrees to the compatibility of the students.

6.162 Elementary Class Load

No elementary specialist, Kindergarten through 5th Grade, (art, music, or physical education teacher) shall be assigned to teach more than thirty (30) pupils per period.

6.163 Middle/High Class Size (Grades 6 through 12)

No regular class in the middle/senior high school shall have more than thirty-one (31) pupils, except for band, choir and theater arts. Study halls shall not exceed thirty-six (36) pupils, assuming that there is adequate seating available for all pupils.

6.164 Middle/High School Class Load

In order to improve course offerings and curriculum, the teaching load for middle/high school teachers (grades 6-12) shall not exceed six (6) teaching periods [thirty (30) per week], one (1) planning period, and one (1) duty period per day or seven (7) teaching periods [thirty-five (35) per week], one (1) planning period and no duty period. The class sizes will be made as equal as possible.

If a teacher, in order to accommodate an increased enrollment or to work out schedule difficulties, needs to take on more than four (4) different teaching preparations per day, he/she will be compensated at a rate of five percent (5%) of the base.

6.165 Special Education Class Load

No special education unit shall have more than the maximum number of pupils permitted by the Operating Standards for Ohio's Schools Serving Children with Disabilities in effect as of the effective date of this Contract.

6.166 Implementation Student Enrollment

Class size will be based upon a student count taken at the end of the first full week in October.

6.17 Resident Educator Program

6.171 Definitions

A. Mentor Teachera- a teacher who will provide formative assistance to a Resident Educator teacher.

B. Resident Educator Teacher – a teacher in the first two years of employment under a teaching or educational personnel certificate who will be provided formative assistance by a Mentor Teacher in years 1 and 2.

C. Formative Assistance – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

D. Lead Mentor – a teacher who will facilitate and coordinate the activities of the program and will serve as chairperson of the screening committee.

6.172 Program Development and Screening Committee

A committee comprised of two (2) teachers appointed by the Association; and two (2) administrators, (plus the Superintendent), shall meet to develop the Resident Educator program and shall also act as a screening committee to select teachers who will act as mentor teachers. To be considered, applicants must meet selection criteria, must be volunteers, and must submit a written request for consideration to the screening committee.

6.173 Minimal Selection Criteria for Mentor Teachers

The criteria will be in the following sequence:

A. Same subject area in grades 6-12 and the same grade level in K-5. If none is available, then;

B. Same certification in the same department area of certification as the Resident Educator for grades 6-12, i.e. Language Arts, Science, Social Studies, Mathematics, Fine Arts, Physical Education, Special Education, Business Education and the same area at Elementary K-5. If none is available, then;

C. The applicant should hold a valid teaching certificate at the same building level, i.e. high school, middle school or elementary school whenever possible.

6.174 Responsibilities

The mentor teacher, in concert with the Resident Educator, shall develop a formative assistance plan for the assigned Resident Educator. Such plan shall include skill enhancement and those areas defined by the Committee's writing and development.

6.175 Restrictions

A. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.

B. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

C. All interaction, written or oral, between the mentor teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from his/her role as mentor teacher.

6.176 Protections

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

B. A Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

6.177 Program Review/Revisions

Mentor teachers shall meet with the Planning/Screening Committee as a group prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15. Association and Board representatives shall meet to discuss the recommendations prior to the next school year. Any changes in the program must be mutually agreed to by the Committee established in Section 6.172.

In addition to meeting for program evaluation purposes, mentor teachers shall meet on a periodic basis for coordination purposes, as provided in the outline of the plan to be developed by the Planning/Screening Committee.

6.18 Student Grades

No grade, awarded by a bargaining unit member to a student, shall be changed unless the administrator making the change does the following:

A. Sign the student record to indicate the grade was changed and by whom; and

B. Gives a written, signed statement to the Board, with a copy to the teacher, indicating why the grade was changed, when the grade was changed and by whom.

6.19 Discipline Procedure

A. Just Cause

The Board may discharge or otherwise discipline an employee only for just cause.

B. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the employee's personnel file.

C. Progressive Discipline

1. Formal disciplinary action taken shall be commensurate with the employee's offense, including the repetition of an action, without progressing to the next step.

2. The steps:

a. First Step – Written reprimand;
b. Second Step – Suspension(s) two (2) days with or without pay;
c. Third Step – Suspension(s) five (5) days with or without pay;
d. Fourth Stepa- Discharge (Only the Board of Education shall have the authority to discharge an employee.)

3. A member may be placed on paid administrative leave pending the outcome of an investigation. The member will be advised of the allegations.

D. Due Process Procedure

1. Except in cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

a. Notice of Allegation and Conference

A written notice setting forth the allegations, which, if substantiated, could result in disciplinary action, shall be sent to the employee by certified mail or service may be made by personal delivery. Said notice shall include the time and place of a conference to discuss said allegations.

b. Conference

The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). Said conference shall be held as soon as possible. The Superintendent will provide the Union President with a status update(s) during an ongoing investigation.

c. Notification of Disposition

The employee and the Association President shall be notified immediately by certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

E. Privacy of Proceedings

No employee shall be reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential.

6.20 Student Intervention/Special Education

A. Intervention assistance teams will meet when a teacher notifies the building principal of a student who he/she believes may need intervention assistance. Such meeting will be convened promptly, but in no case later than within nine (9) weeks of such request. The referring teacher may request follow-up meeting(s) on the IAT as appropriate.

B. Students who are to be placed in special education classrooms shall have been properly identified under IDEA and have a proper IEP.

C. The Board will cooperate with teachers who have special education students in their classrooms in accessing training, in-service programs, materials, and professional assistance to enable the teacher to implement the student's IEP. When preparing schedules, a reasonable effort will be made to effect common planning time for classroom teachers and special education teachers to provide time for them to develop strategies to meet the student's special needs.

D. Teachers shall not be required to perform any medical procedures on students with the exception of first aid, nor shall they be required to perform custodial care (e.g. diapering, toileting, lifting, etc).

E. Students whose IEP is only for speech therapy are excluded from these provisions.

6.21 Job Sharing

Any unit member(s) who has been employed by the district for at least three (3) years, may, upon such terms as may be jointly agreed among the individual unit member(s) involved, the Association, and the Superintendent, share a single position for which proper certification/license is held. The individual sharing a position with a unit member can be another current unit member or a long-term substitute. To be eligible for job-sharing the conditions and procedures listed below will apply.

1. The job-sharing application must be received by the Superintendent, no later than April 15 preceding the job-sharing school year. The unit member may withdraw his/her application no later than July 10. Within ten (10) school days of receipt of the application, the committee named in item six (6) below shall meet and determine if the unit member filing the application qualifies for job-sharing.

2. The job-sharing partner must be found no later than August 1 preceding the job sharing year. The unit member and partner must comply with the provisions and conditions set forth in this section (6.21).

3. The job-sharing arrangement shall be for one year and may be renewed for another one year period. If it is not renewed, the unit member(s) will be returned to the position held prior to job sharing.

4. The search for a long-term substitute, who is to be the job-sharing partner or who is to fill the resulting vacant position when two current unit members are to share one position, will be the responsibility of the administration. The administration will actively search for such long-term substitute using its usual mechanism for finding individuals to fill any vacancy.

5. The criteria for determining if job-sharing will occur are as follows:

   a. An acceptable long-term substitute must be available.
   b. The cost of the job-sharing (unit member and long-term substitute) or [two (2) current unit members and a long-term substitute] will be no greater than if the applicant(s) stayed in his/her current position(s) unless agreed to by the Board of Education.
   c. The job-sharing partners must agree on the division and responsibilities of each job-share.

6. Whether or not the criteria have been met shall be determined by a committee of three (3) unit members selected by the JMEA and two (2) administrators selected by the Superintendent. Unless all members of the committee have had consensus-training, the Federal Mediation and Conciliation Service (FMCS) will be asked to provide such training prior to the committee convening.

6.22 Instructional Planning

Teachers will submit lesson plans weekly to the Administration using the technology and forms as determined by the individual teacher. However, all lesson plans will include the following:

- Procedures
- Standards
- Objectives
- Assessments

6.23 Elementary Tutor Pilot/Intervention Support Tutors

The District will maintain the program utilizing tutors to support elementary teachers with students in need of intervention, subject to adequate Title 1 funding. In addition to a full-time teacher with exclusive Title I responsibilities, the District will employ "Intervention Support Tutors" (IST's) as needed, under the following employment conditions:

A. IST's will be employed on an hourly basis at $30.00 per hour, with a minimum of 22 hours and a maximum of 29 hours per week.

B. IST's will be entitled to five (5) paid sick leave days, proportionate to their regularly scheduled work days, but will not have personal leave days.

C. IST's are eligible for life insurance in accordance with 7.012.

D. IST's are employed under one-year limited contracts which shall expire automatically without further notice and/or recourse under law or this Agreement. IST's waive any and all rights to any expectancy of continued employment as a condition of employment.

E. IST's have no right to displace regular teachers and are not entitled to leaves except as set forth above, Non-resident Student Attendance rights, Experience Credit, Teacher Evaluation (unless required under OTES), Job Sharing, any attendance incentives, severance pay, and/or tuition reimbursement.

F. IST's are subject to all other rights and responsibilities under this Agreement except as set forth herein.

G. IST's are not subject to the assignment or bumping procedures in this Agreement.

ARTICLE VII – BENEFITS

7.01 General Provisions – Insurance

A. The Board of Education agrees to pay basic hospitalization, surgical and major medical benefits for all members of the bargaining unit and their eligible dependents. Spousal coordination of benefits will be implemented effective July 1, 2009.

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County School Employees Insurance Consortium ("MCSEIC"). The Board shall provide health, dental, prescription, and vision insurance through the MCSEIC and such coverage shall be the standardized MCSEIC specifications. Changes to and/or renewals of the MCSEIC Plan shall be implemented upon the Plan's effective date and a written copy of the Plan shall be provided to the Association President within thirty (30) days of said change or renewal.

Life insurance will be provided through National Insurance Services in accordance with the terms and conditions of the policies selected.

If and when the Board receives a premium holiday from their insurance carrier or provider, bargaining unit members required to pay a premium percentage will not have to make such payment.[1]

B. All full-time bargaining unit members will pay 10% of the premium cost for the Plan provided through the M.C.S.E.I.C. which premium contribution will increase to thirteen percent

[1] As in the past, if the District receives an "assessment" due to excessive medical claims, the Board will continue to pay the full amount of such assessment with no additional charges to bargaining unit members.

(13%) on July 1, 2025; fourteen percent (14%) on July 1, 2026; and fifteen percent (15%) on July 1, 2027.

C. Each part-time member of the bargaining unit shall pay fifty percent (50%) of the cost of the premium(s) listed in (A) above.

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided on the effective date of this Contract. The Association shall be notified thirty (30) days in advance of any proposed change in carriers.

7.011 Prescription Drug

The Board of Education agrees to provide prescription drug insurance for all members of the bargaining unit and their eligible dependents. Prescription drug coverage will be through the Plan provided through the M.C.S.E.I.C.

7.012 Term Life Insurance

The Board shall provide group term life insurance in the amount of fifty thousand dollars ($50,000) plus an equal amount of accidental death and dismemberment coverage for each member of the bargaining unit now or hereinafter employed.

The Plan shall provide for conversion to Full Life at the option of each bargaining unit member at the time of retirement.

7.013 Dental Insurance

Dental coverage shall be in accordance with the Plan provided through the M.C.S.E.I.C.

7.014 Vision

The Board shall provide vision insurance through the Plan provided by the MCSEIC, without reimbursement for any co-pays.

7.015 Section 125 Plan

Bargaining unit members are encouraged to take advantage of a tax-savings section 125 plan. Monthly medical premium contributions and other applicable benefits provided through the section 125 plan are pre-taxed and not subject to taxation. Bargaining unit members must contact the Treasurer's office if interested.

7.02 Workers' Compensation

Teachers and school employees are covered by the Workers' Compensation Law which provides compensation for workers and their dependents for death, injuries, or occupational diseases

occasioned in the course of such workman's employment. The application forms are available in the Treasurer's office.

7.03 Attendance Award

A. Members of the bargaining unit who do not use any sick leave for an entire school year shall be paid an additional $200.00 the second pay of June. Time covered is from the first day of the teacher work year to the last teacher work day of the year.

B. Members of the bargaining unit may convert unused personal leave to sick leave by the second pay in July or the unit member may elect to be paid $100 per unused personal day. The unit member shall notify the Treasurer of his/her election regarding unused personal leave on or before the last day of school for staff. Failure to notify the Treasurer by the aforementioned date shall result in the staff member's unused personal day(s) converted to a sick day(s). Such payment shall not be prorated for unused half-days.

C. Bargaining unit members who do not use any personal or sick leave after April 30 until the end of the teacher work year will receive an additional $175, payable in the second payroll in June.

7.04 Severance Pay

7.041 Entitlement to Severance Pay

Upon the retirement of an employee who has not less than ten (10) years of employment with the state or political subdivision of the state and who has qualified for retirement from a State of Ohio employees retirement system, such employee shall be entitled to receive cash payment equal to his/her per diem salary rate at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick days earned by the employee, as certified by the Treasurer, providing that such resulting number of days to be paid shall not exceed thirty (30) days. For employees who are qualified for retirement from a State of Ohio employees retirement system with not less than ten (10) years of continuous service with the District, the number of days paid shall not exceed seventy-five (75) days. Severance shall be paid in three (3) equal annual installments with the second pay in July.

7.042 Severance Payment to Estate of Deceased Member

If a member of the bargaining unit dies while employed by the Board, and at the time of death had ten (10) or more years of employment in the District, the deceased employee's named beneficiary shall be paid severance in accordance with Section 7.04.

7.05 Tuition Reimbursement

The Board shall reimburse an employee for the satisfactory completion of course work at a college or university. The aggregate amount for all unit members utilizing this benefit shall be $30,000 per year. Reimbursement will be made annually on June 15. Payment will be determined by dividing the aggregate fund amount by the number of members seeking reimbursement, with no

individual payment to exceed any teacher's actual cost. In addition, no bargaining unit member will be reimbursed more than $4,000 in any fiscal year.

Course work

In order to be reimbursed:

1. The course(s) must be taken at an accredited institution.

2. The course(s) must be in the area of the unit member's certification(s) or a related area. Teachers are advised to seek pre-approval of any courses where there is a question as to whether or not it is a related area.

3 Receipts and official transcripts (reflecting a grade of "B" or higher or when no grades are offered, a designation of satisfactory) must be received in the office of the District Treasurer, no later than June 15th of each year to qualify for reimbursement.

4. Reimbursement shall be for tuition and related fees only, including costs related to obtaining a transcript (excluding parking, textbooks, mileage, and meals). Tax consequences are the responsibility of the teacher should the IRS maximum limitations be exceeded.

The list of applicants shall be maintained by the District's Treasurer, and shall be available to any unit member upon request. Since the amount of reimbursement paid will not be known until late in the year, the number of individuals receiving reimbursement may vary from year to year.

ARTICLE VIII – COMPENSATION

8.01 Salary

1.	2025a-2026	4% on B.A. base In addition, for all currently employed bargaining unit members who were also employed during the 2020-2021 contract year and who reported to work for a minimum of 100 days during that year will receive additional compensation in the form of a one-time, non-salary schedule based employee stipend in the amount of $1,000, payable through a regular payroll occurring on or before June 30, 2022.
2.	2026-2027	4% on B.A. base
3.	2027-2028	4% on B.A. base

4.	Effective with the 2022-2023 contract year, a full step at year 30 on the current salary schedule will be added.

Bargaining unit members shall be paid a one-time stipend of $1,000 upon ratification to be issued during the first regularly scheduled payroll of December 2025.

Jackson-Milton Local Schools Salary Schedule
Effective July 1, 2025

Step		B.A.		B.A. + 15		M.A.		M.A. + 15		M.A. + 30
0	1.00	$ 41,554	1.05	$ 43,632	1.10	$ 45,710	1.15	$ 47,787	1.20	$ 49,865
1	1.05	$ 43,632	1.10	$ 45,710	1.15	$ 47,787	1.20	$ 49,865	1.25	$ 51,943
2	1.10	$ 45,710	1.15	$ 47,787	1.20	$ 49,865	1.25	$ 51,943	1.30	$ 54,021
3	1.15	$ 47,787	1.20	$ 49,865	1.25	$ 51,943	1.30	$ 54,021	1.35	$ 56,098
4	1.20	$ 49,865	1.25	$ 51,943	1.30	$ 54,021	1.35	$ 56,098	1.40	$ 58,176
5	1.25	$ 51,943	1.30	$ 54,021	1.35	$ 56,098	1.40	$ 58,176	1.45	$ 60,254
6	1.30	$ 54,021	1.35	$ 56,098	1.40	$ 58,176	1.45	$ 60,254	1.50	$ 62,331
7	1.35	$ 56,098	1.40	$ 58,176	1.45	$ 60,254	1.50	$ 62,331	1.55	$ 64,409
8	1.40	$ 58,176	1.45	$ 60,254	1.50	$ 62,331	1.55	$ 64,409	1.60	$ 66,487
9	1.45	$ 60,254	1.50	$ 62,331	1.55	$ 64,409	1.60	$ 66,487	1.65	$ 68,564
10	1.50	$ 62,331	1.55	$ 64,409	1.60	$ 66,487	1.65	$ 68,564	1.70	$ 70,642
11	1.55	$ 64,409	1.60	$ 66,487	1.65	$ 68,564	1.70	$ 70,642	1.75	$ 72,720
12	1.60	$ 66,487	1.65	$ 68,564	1.70	$ 70,642	1.75	$ 72,720	1.80	$ 74,798
13	1.65	$ 68,564	1.70	$ 70,642	1.75	$ 72,720	1.80	$ 74,798	1.85	$ 76,875
14		$ 68,564	1.75	$ 72,720	1.80	$ 74,798	1.85	$ 76,875	1.90	$ 78,953
15		$ 68,564		$ 72,720	1.85	$ 76,875	1.90	$ 78,953	1.95	$ 81,031
16		$ 68,564		$ 72,720		$ 76,875	1.95	$ 81,031	2.00	$ 83,108
17	1.675	$ 69,603	1.775	$ 73,759	1.875	$ 77,914	1.975	$ 82,070	2.025	$ 84,147
23	1.70	$ 70,642	1.80	$ 74,798	1.90	$ 78,953	2.00	$ 83,108	2.05	$ 85,186
26	1.725	$ 71,681	1.825	$ 75,836	1.925	$ 79,992	2.025	$ 84,147	2.075	$ 86,225
27	1.75	$ 72,720	1.85	$ 76,875	1.95	$ 81,031	2.05	$ 85,186	2.10	$ 87,264
30	1.80	$ 74,798	1.90	$ 78,953	2.00	$ 83,108	2.10	$ 87,264	2.15	$ 89,342

Jackson-Milton Local Schools Salary Schedule
Effective July 1, 2026

Step		B.A.		B.A. + 15		M.A.		M.A. + 15		M.A. + 30
0	1.00	$ 43,216	1.05	$ 45,377	1.10	$ 47,538	1.15	$ 49,699	1.20	$ 51,860
1	1.05	$ 45,377	1.10	$ 47,538	1.15	$ 49,699	1.20	$ 51,860	1.25	$ 54,021
2	1.10	$ 47,538	1.15	$ 49,699	1.20	$ 51,860	1.25	$ 54,021	1.30	$ 56,181
3	1.15	$ 49,699	1.20	$ 51,860	1.25	$ 54,021	1.30	$ 56,181	1.35	$ 58,342
4	1.20	$ 51,860	1.25	$ 54,021	1.30	$ 56,181	1.35	$ 58,342	1.40	$ 60,503
5	1.25	$ 54,021	1.30	$ 56,181	1.35	$ 58,342	1.40	$ 60,503	1.45	$ 62,664
6	1.30	$ 56,181	1.35	$ 58,342	1.40	$ 60,503	1.45	$ 62,664	1.50	$ 64,825
7	1.35	$ 58,342	1.40	$ 60,503	1.45	$ 62,664	1.50	$ 64,825	1.55	$ 66,985
8	1.40	$ 60,503	1.45	$ 62,664	1.50	$ 64,825	1.55	$ 66,985	1.60	$ 69,146
9	1.45	$ 62,664	1.50	$ 64,825	1.55	$ 66,985	1.60	$ 69,146	1.65	$ 71,307
10	1.50	$ 64,825	1.55	$ 66,985	1.60	$ 69,146	1.65	$ 71,307	1.70	$ 73,468
11	1.55	$ 66,985	1.60	$ 69,146	1.65	$ 71,307	1.70	$ 73,468	1.75	$ 75,629
12	1.60	$ 69,146	1.65	$ 71,307	1.70	$ 73,468	1.75	$ 75,629	1.80	$ 77,790
13	1.65	$ 71,307	1.70	$ 73,468	1.75	$ 75,629	1.80	$ 77,790	1.85	$ 79,950
14		$ 71,307	1.75	$ 75,629	1.80	$ 77,790	1.85	$ 79,950	1.90	$ 82,111
15		$ 71,307		$ 75,629	1.85	$ 79,950	1.90	$ 82,111	1.95	$ 84,272
16		$ 71,307		$ 75,629		$ 79,950	1.95	$ 84,272	2.00	$ 86,433
17	1.675	$ 72,387	1.775	$ 76,709	1.875	$ 81,031	1.975	$ 85,352	2.025	$ 87,513
23	1.70	$ 73,468	1.80	$ 77,790	1.90	$ 82,111	2.00	$ 86,433	2.05	$ 88,594
26	1.725	$ 74,548	1.825	$ 78,870	1.925	$ 83,192	2.025	$ 87,513	2.075	$ 89,674
27	1.75	$ 75,629	1.85	$ 79,950	1.95	$ 84,272	2.05	$ 88,594	2.10	$ 90,754
30	1.80	$ 77,790	1.90	$ 82,111	2.00	$ 86,433	2.10	$ 90,754	2.15	$ 92,915

Jackson-Milton Local Schools Salary Schedule
Effective July 1, 2027

Step		B.A.		B.A. + 15		M.A.		M.A. + 15		M.A. + 30
0	1.00	$ 44,945	1.05	$ 47,192	1.10	$ 49,440	1.15	$ 51,687	1.20	$ 53,934
1	1.05	$ 47,192	1.10	$ 49,440	1.15	$ 51,687	1.20	$ 53,934	1.25	$ 56,181
2	1.10	$ 49,440	1.15	$ 51,687	1.20	$ 53,934	1.25	$ 56,181	1.30	$ 58,429
3	1.15	$ 51,687	1.20	$ 53,934	1.25	$ 56,181	1.30	$ 58,429	1.35	$ 60,676
4	1.20	$ 53,934	1.25	$ 56,181	1.30	$ 58,429	1.35	$ 60,676	1.40	$ 62,923
5	1.25	$ 56,181	1.30	$ 58,429	1.35	$ 60,676	1.40	$ 62,923	1.45	$ 65,170
6	1.30	$ 58,429	1.35	$ 60,676	1.40	$ 62,923	1.45	$ 65,170	1.50	$ 67,418
7	1.35	$ 60,676	1.40	$ 62,923	1.45	$ 65,170	1.50	$ 67,418	1.55	$ 69,665
8	1.40	$ 62,923	1.45	$ 65,170	1.50	$ 67,418	1.55	$ 69,665	1.60	$ 71,912
9	1.45	$ 65,170	1.50	$ 67,418	1.55	$ 69,665	1.60	$ 71,912	1.65	$ 74,159
10	1.50	$ 67,418	1.55	$ 69,665	1.60	$ 71,912	1.65	$ 74,159	1.70	$ 76,407
11	1.55	$ 69,665	1.60	$ 71,912	1.65	$ 74,159	1.70	$ 76,407	1.75	$ 78,654
12	1.60	$ 71,912	1.65	$ 74,159	1.70	$ 76,407	1.75	$ 78,654	1.80	$ 80,901
13	1.65	$ 74,159	1.70	$ 76,407	1.75	$ 78,654	1.80	$ 80,901	1.85	$ 83,148
14		$ 74,159	1.75	$ 78,654	1.80	$ 80,901	1.85	$ 83,148	1.90	$ 85,396
15		$ 74,159		$ 78,654	1.85	$ 83,148	1.90	$ 85,396	1.95	$ 87,643
16		$ 74,159		$ 78,654		$ 83,148	1.95	$ 87,643	2.00	$ 89,890
17	1.675	$ 75,283	1.775	$ 79,777	1.875	$ 84,272	1.975	$ 88,767	2.025	$ 91,014
23	1.70	$ 76,407	1.80	$ 80,901	1.90	$ 85,396	2.00	$ 89,890	2.05	$ 92,137
26	1.725	$ 77,530	1.825	$ 82,025	1.925	$ 86,519	2.025	$ 91,014	2.075	$ 93,261
27	1.75	$ 78,654	1.85	$ 83,148	1.95	$ 87,643	2.05	$ 92,137	2.10	$ 94,385
30	1.80	$ 80,901	1.90	$ 85,396	2.00	$ 89,890	2.10	$ 94,385	2.15	$ 96,632

8.02 Supplemental and Extra-Curricular Pay

8.021 Supplemental Pay

The Board will compensate those members of the staff and others who have extra duty assignments according to the Supplementary Salary Schedule as shown below which is based on the B.A. base salary.

8.022 Extra-Curricular Pay

All extra-curricular contracts will be for a one year period only unless the Board takes action to renew them for the next year on or before May 31. Compensation for extra-duty positions will be according to the following schedule and will be computed on the B.A. base salary. Off-season conditioning programs are included in the percentage listed.

8.023 Supplemental Salary Schedule

HIGH SCHOOL	PERCENT
Assistant Athletic Director	14.0%[2]
Head Football	21.0%
Assistant Football	12.0%
Assistant Football	12.0%
Head Boys Basketball	21.0%
Assistant Boys Basketball	12.0%
Head Wrestling	21.0%
Assistant Wrestling	12.0%
Assistant Wrestling	12.0%
Head Girls Basketball	21.0%
Assistant Girls Basketball	12.0%
Head Volleyball	21.0%
Assistant Volleyball	12.0%
Head Boys Track	14.0%
Head Girls Track	14.0%
Assistant Track	12.0%

[2] The Assistant AD will be provided a monthly stipend of $50 (12 months) to address the volume of local travel (sporting events, league activities, community events, banking, etc.). Said stipends will be paid through the Athletic account 300 900 A via payroll. Travel to Columbus and vicinity will be paid at the IRS mileage rate in effect at the time of the travel.

Head Cross Country	14.0%	
Head Boys Baseball Manager	14.0%	
Assistant Boys Baseball	12.0%	
Head Girls Softball Manager	14.0%	
Assistant Girls Softball	12.0%	
Boys Golf	14.0%	
Girls Golf	14.0%	
Head Boys Soccer	14.0% (When a varsity sport)	
Head Girls Soccer	14.0% (When a varsity sport)	
Assistant Soccer	12.0% (When a varsity sport)	
Cheerleading Advisor	14.0%	
Band Director	14.0%	
	+ current extended time	
Assistant Band/Choir Director	9.0%	
Drug Free Coordinator (SADD)	7.0%	
Yearbook Advisor	9.0%	
Play Director (one play)	5.0%	
Speech and Debate Advisor	8.0%	
Student Council Advisor	7.0%	
Key Club	5.0%	
National Honor Society	5.0%	
Quiz Bowl Advisor	5.0%	
Class Advisor	9th 2%	10th 3%
	11th 6%	12th 4.5%
Art Club	3%	
SEVENTH AND EIGHTH GRADE	PERCENT	
Extended Service	Per Diem	
Football	10.0%	
Assistant Football	8.0%	
Boys Basketball	10.0%	

Assistant Boys Basketball	8.0%
Volleyball	10.0%
Assistant Volleyball	8.0%
Girls Basketball	10.0%
Assistant Girls Basketball	8.0%
Track	10.0%
Assistant Track	8.0%
Cross Country	10.0%
Wrestling	10.0%
Assistant Wrestling	8.0%
Cheerleading	10.0%
Student Council Advisor	8.0%
Middle School Science Club	3.0%
Middle School Math Club	3.0%
Drug Free Coordinator (STAND)	8.0%
Elementary Student Council Advisor	5.0%
Elementary Math Club Advisor	3.0%
Elementary Science Club Advisor	3.0%
Elementary Yearbook	4.0%
Elementary Reading Club Advisor	3%

Teachers who chaperone a trip(s) to Camp Fitch and/or Washington D.C that is not connected or related to supplemental duties/contract shall receive a one-time payment of one hundred dollars ($100.00) per night for the duration of the trip to be paid during the next regularly scheduled payroll following the trip. Depending on the number of students on the overnight trip and/or the number of volunteers to chaperone the trip, the Superintendent may limit the number of chaperones.

Each mentor teacher shall receive a 6% supplemental contract. The lead mentor teacher shall receive a 4% supplemental contract.

Additional assistant coaches may be requested by the head coach; e.g., based on the number of students.

Only regular Jackson-Milton employees (excluding those individuals employed with the District only through a supplemental contract) who are awarded supplemental contracts for extra-curricular activities will receive a longevity bonus according to the following schedule. The longevity bonus will be awarded based only on athletic and/or non-athletic experience through supplemental contracts (i.e., prior experience for athletics or non-athletics will be tracked and credited separately for purposes of calculating longevity in each category).

1st bonus at the 8th yeara- 5% of the individual supplemental salary.

2nd bonus at the 14th year – 5% of the individual supplemental salary. This 2nd bonus will be in addition to the 1st bonus of 5%.

3rd bonus at the 20th year – 5% of the individual supplemental salary. This 3rd bonus will be in addition to the 1st bonus and 2nd bonus listed above.

8.024 Extra Days – to be worked during the summer and/or during the school year with the prior approval of the principal.

Vocational Home Economics	Four (4) days
High School Band Director	Twenty (20) days
Work required outside of the workday/work year	$20 per hour with pre-approval
High School Guidance Counselor	Fifteen (15) days
Middle School Guidance Counselor	Six (6) days
Elementary Guidance Counselor	Six (6) days

8.025 Supervising Teachers

Since the services rendered by a Supervising Teacher in relation to supervision of student teachers are above and beyond the duties and responsibilities of a regular teacher, the Supervising teacher shall be paid by the District the amount received from the college/university for those services rendered. The District will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly. Board share of retirement will be deducted from gross amount prior to payment. At the discretion of the teacher, the money can be deposited in the building principal's account and used to buy supplies

8.03 Payroll Procedures

A. Teachers who accumulate sufficient university credit to qualify for the next level on the salary index shall notify the Board of same by September 15, in order to qualify for the additional increment. An official transcript should be sent as soon as possible to the Treasurer to verify the qualification.

B. Effective September 1, 2016, to qualify for the Bachelora+15, Mastersa+15 and the Masters +30 step the hours taken must be graduate hours from an accredited college or university in the United States (including current and future territories thereof) and must be in an area of studies related to the teacher's assignment and/or which will improve the teacher's skills in his/her current assignment and/or which will help prepare him/her for a future assignment. Graduate hours must be taken after the completion of the Degree. Graduate hours necessary for recertification or additional certification may be used to satisfy this provision. Verification that graduate hour classes meet the graduate hour criteria must accompany submitted transcripts for movement on the salary schedule.

C. All salaries shall be paid on a twelve-month basis, in twenty-six payments of approximately equal amounts.

1. Teachers shall receive their paychecks every other Friday.

2. Should the salary schedule change during the calendar year, teachers salaries will be recomputed to cover the change.

3. Whenever the calendar causes twenty-seven (27) pay periods in a calendar year, each unit member's annual salary shall be divided by twenty-seven- (27) and there shall be twenty-seven (27) pay periods in that year.

D. Payments shall be made on alternate Fridays unless a vacation occurs, in which case the check will be either mailed so as to be received by the proper Friday or payment will be made before the start of the vacation.

E. The per diem rate shall be determined by dividing the teaching salary by one hundred eighty-three (183) days.

F. Deductions:

1. Teacher retirement

2. Sick and accident insurance

3. Hospitalization and major medical coverage

4. Tax-free sheltered annuities shall be maintained with current companies. New companies will be added when there are ten (10) or more participants district wide including all District employees.

5. Professional dues – 10 monthly deductions per year

6. Federal income tax

G. Contracts calling for payment of salaries over a twelve-month period will not be altered by the Board of Education in order for an employee to receive his summer salary payments in advance. The Board may, however, waive this regulation at its discretion, if in their opinion an emergency exists.

H. Direct Deposit

Effective beginning with the 1997-98 school year, any member of the bargaining unit may elect to have his/her pay directly or electronically deposited into a financial institution of his/her choice for which direct or electronic deposit is available. Such deposit shall be on the regular pay day.

ARTICLE IX – EMPLOYEE DISCLOSURE

9.01 A. Employee Disclosure Requirements

Any employee who pleads guilty to or is convicted of any offense set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a municipal corporation or any substantively comparable statute of another State shall be required to disclose such conviction or plea of guilty to the School District. Failure to do so can result in disciplinary action up to and including termination. Convictions of, or pleas of guilty to the offenses described above are not an automatic bar to continued employment, but the Board has the right, on a case-by-case basis and for just cause, to terminate employees convicted of such offenses, in the future.

B. Disclosure of Employment Application

Pursuant to the Management Rights clause, the Board reserves the right to take appropriate disciplinary action with regard to employees who fail to truthfully fill out their employment application.

C. Disclosure of Arrest Warrants

Employees knowledgeable of outstanding arrest warrants must notify the School District of the warrant and resolve the warrant as expeditiously as possible. An employee may use a personal day or other unpaid leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

D. Pre-Employment Criminal Background Investigation

Pursuant to Section 3319.39 of the Ohio Revised Code, the employment of any employee is conditional until a criminal records check has been completed and reveals that the employee has not been convicted of any of the crimes listed in that statute.

Provided: This Section shall not apply to the above-described offenses for which a plea of guilty, or conviction was made prior to October 29, 1993, unless such plea or conviction was misrepresented on the employee application. Except as required on the employment application, employees shall not be required to disclose O.R.C. 3319.39 convictions or guilty pleas occurring between October 29, 1993 and July 1, 1999. However, such non-disclosure shall not insulate the employee from disciplinary action as set forth in Section 1, above, where such conviction or guilty plea has ultimately come to the attention of the District.

Provided further, that employees who are conditionally employed under the term of this Section shall otherwise be subject to the terms of this Agreement.

ARTICLE X – DRUG TESTING POLICY

10.01 When there is reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by two (2) referring supervisors who have received drug/alcohol abuse education, and provided to the appropriate personnel and the Union prior to testing.

10.02 An employee may be referred for such fitness for duty screening if two (2) referring supervisors who have received drug/alcohol abuse education have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood, or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and/alcohol rules.

10.03 An employee shall be entitled to the presence of a Union representative before testing is administered. An employee who refuses to take a drug or alcohol test may be discharged immediately by the District.

10.04 As concerns urine samples for drug testing, subject employees will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The District will insure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

10.05 The results of a drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the District and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician, or laboratory of his or her choosing for a re-testing. An employee shall be deemed to have failed an alcohol test if:

(1) The person has concentration of ten-hundredths (10/100) of one percent (1%) or more by weight of alcohol in his blood;

(2) The person has a concentration of ten-hundredths (10/100) of one (1) gram or more by weight of alcohol per two hundred ten (210) liters of his breath;

(3) The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his urine.

10.06 Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The District's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

10.07 The EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issued to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.

10.08 Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the District before returning to work.

10.09 An employee who fails a drug or alcohol test for the second time during his employment with the district may be discharged immediately by the District, subject to just cause and the provisions of the grievance procedure.

10.10 The District is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

10.11 The Union shall be indemnified and held harmless by the district for any violation of an employee's constitutional common law, or statutory rights.

ARTICLE XI – PROFESSIONALISM

11.01 Continuity of Instruction

The principal of each building will meet with the staff early in the school year to discuss the issue of teachers being out of the classroom. The purpose is to provide for the least disruption of continuity of education for students without denying teachers the benefits provided by the Contract.

Each year, the Superintendent and JMEA President will meet with the staff to encourage them not to use leaves of absence unless necessary and to avoid as much as possible taking leave days during the months of May and June.

11.02 Professionalism and Appropriate Dress

Bargaining unit members are expected to project a professional image that sets positive dress and grooming examples for students, compatible with an effective learning environment.

Clothing must be neat, clean, in good repair, and appropriate for on the job appearances at all times.

Jeans may be authorized in accordance with school spirit activities as determined by the building principal.

ARTICLE XII – EFFECTS OF THE AGREEMENT

12.01 Amendments

This Master Contract represents the full understanding and commitment between the parties and replaces all previous agreements, both written and/or implied. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed by the Board of Education and the Association.

12.02 Implementation

The Board shall change its personnel policies and practices as may be necessary in order to give full effect and force to this Master Contract. Should there be a conflict between this Contract and any such policy and practice, then the terms of this Contract shall prevail.

12.03 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

12.04 Severability

If any provision of this Master Contract or any application of this Master Contract to any individual member of the bargaining unit or group of members of the bargaining unit shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

12.05 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment provided for in this Contract, at not less than the level in effect as of the effective date of this Contract.

12.06 Agreement in Writing

Upon completion of this Contract, it shall be printed at the joint expense of the Association and the Board. Representatives of the Board and the Association shall proof the final copy to be submitted to the printer. Copies shall be distributed by the Association representatives to the teachers and by the Superintendent to the Board and the Administration. Members of the Board shall be entitled to five (5) copies each, and the Superintendent shall be entitled to at least twenty (20) copies. The Association shall be entitled to at least fifty (50) additional copies.

12.07 Duration of Contract

This Contract shall be effective at 12:01 A.M. on July 1, 2025, and shall continue in full force and effect until Midnight June 30, 2028.

JACKSON-MILTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By _____
Superintendent

By _____
Treasurer

By _____
President

JACKSON-MILTON EDUCATORS' ASSOCIATION

By _____
President

By _____

By _____

APPENDIX A
SICK LEAVE BANK FORMS
SICK LEAVE BANK

REQUEST FORM

Name of individual needing the leave_____

Name of the individual making the request_____
Relationship to individual receiving leave

Number of days needed____ Number of accumulated sick leave days remaining_____

Reasons for the need (Be Specific)_____

_____

_____

I certify that the information stated above is true to the best of my knowledge.

Signature of individual making the request_____ Date_____

For Committee Use Only

Comments:

Approved_____ **Disapproved_____**

SICK LEAVE BANK

NOTICE OF ACCEPTANCE/REJECTION

In the matter of the request of _____ for _____ days of leave from the sick leave bank, the JMEA Executive Committee states the following:

1. The Committee Accepts _____ Rejects _____ the request.

2. The number of days to be available are all days contributed and needed not to exceed a maximum of _____ days.

3. The dates on which leave days will be available are _____

IF THE COMMITTEE HAS "ACCEPTED" THE REQUEST, THIS NOTICE MUST BE SIGNED BY BOTH THE INDIVIDUAL MAKING THE REQUEST AND A MEMBER OF THE JMEA EXECUTIVE COMMITTEE PRIOR TO SUCH LEAVE BEING AVAILABLE.

Signature of individual making the request_____ Date_____

Signature of a JMEA Executive Committee member_____ Date_____

SICK LEAVE BANK

DEPOSIT AUTHORIZATION FORM

Name_____ Building_____

Number of days given (Not To Exceed Ten)_____

These days are to be used by _____ for approved leave.
Name of individual needing the leave

I understand that I am under no obligation to give these days and that I do so voluntarily. I also understand that these days will be used only for the person listed above and will be deducted from my accumulated sick leave only if needed.

I authorize the number of days stated above to be deducted from my accumulated sick leave.

Signature_____ Date_____

COMPOSITE RECORD OF SICK LEAVE BANK USE

This record is for leave requested by_____ No. of Days Approved_____

The individual needing the leave_____

_____

Dates for which leave was approved_____

_____

Name of Contributor	No. of Days Contributed	No. of Days Available, and Date Notice Was Given to the District's Treasur								

APPENDIX B
CONSENSUS STATEMENTS

During the collaborative and interest-based negotiations for a successor to the negotiated agreement between the Jackson-Milton Local School District Board of Education and the Jackson-Milton Educators Association, the parties reached consensus on the following non-contractual items:

1. While the parties acknowledged that the submission by teachers of weekly lesson plans utilizing technology is addressed in Article 6.22, issues surrounding the variety of formats being utilized, particularly at the elementary level, were of mutual concern. As such, the parties agreed that increased standardization of the lesson plan forms/templates used is beneficial to all. The JMEA agreed to provide suggestions for three templates for the elementary teachers in advance of the first District in-service for the 2013-2014 school year.

2. (2016) Providing Adequate Time for Intervention Specialists to Interact With Classroom Teachers

The parties to the collaborative bargaining for a successor agreement in 2016 addressed the concerns faced by an ongoing lack of available substitutes. All too often, this results in the removal/reassignment of special education intervention specialists and Title teachers to "cover" for absent faculty members. In turn, this not only removes these staff members from their regular duties, but puts pressure on other staff due to the inability to readily access the specific skill set these professionals in addressing the needs of children with disabilities. Consensus was reached that the District continue its efforts to aggressively seek a sufficient cadre of available substitutes. In addition, the Board committed to allowing for such internal disruption for subbing only as a last resort as well as ending the practice of routinely permitting those in a co-teaching situation to "waive off" a substitute except in short hour or short term circumstances. The parties also found agreement around the need for more open communication relative to the needs of the staff when absences occur and both the Association and the Board committed to reinforce with staff the importance of regular attendance and early notification of employee absence to facilitate the timely acquisition of substitutes.

Appendix C

JACKSON MILTON EDUCATORS' ASSOCIATION
And
JACKSON MILTON LOCAL SCHOOLS DISTRICT BOARD OF EDUCATION

GRIEVANCE FORM

Name of Grievant: _____

Work Location: _____

Assignment: _____

Date Cause of Grievance Occurred: _____

A. Statement of Grievance, including the Articles/Section(s) violated, misinterpreted, or misapplied:

B. Relief Sought:

_____ _____

Signature of Supervisor | Signature of Grievant or Association Representative

_____ _____

Date | Date