

Spence

MASTER CONTRACT

ITEMS OF AGREEMENT REACHED THROUGH NEGOTIATIONS
between the
JEFFERSON LOCAL BOARD OF EDUCATION
and the
WEST JEFFERSON EDUCATION ASSOCIATION

January 1, 1985
through
December 31, 1987

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ARTICLE I NEGOTIATIONS PROCEDURE

A. Preamble

Recognizing that providing a high quality education for the children of the Jefferson Local School District is the primary purpose of this school district and that good morale in the staff is necessary for the best education of the children, we hereby declare that:

1. The Board of Education, under law, has the final responsibility for establishing the policies of the district.
2. The Superintendent and his/her staff have the responsibility of carrying out said policies.
3. The Board of Education recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board of Education and its staff.

The Board of Education of the Jefferson Local School District hereby adopts the following Master Contract covering recognition of a staff organization and the methods by which negotiations shall take place with said organization.

B. Recognition

1. The Jefferson Local Board of Education hereby recognizes the West Jefferson Education Association as exclusive bargaining agent for a unit composed of all classroom teachers, librarians, and educational service personnel under regular contract to the Board. This recognition shall continue provided the Association represents a majority (50% + 1) of the professional staff as defined in this Article. No provision in this Agreement will deny any certificated professional staff member his/her individual right to be heard through administrative channels.
2. If a majority (50% + 1) of the professional staff as defined in paragraph 1. of this section are not utilizing payroll deduction to pay for their Association dues, then the Board may request that the Association submit evidence that it represents a majority (50% + 1) of said professional staff. Such request shall be in writing and signed by the Board President after the Board has taken official action to request such evidence. The written request shall be submitted to the Association President. The Association President shall have forty-five (45) calendar days from the date of receipt of such written request to submit a letter in affidavit form attesting to the total membership of the Association. The letter shall be signed by the Association President or his/her designee and submitted to the Board's Treasurer. Failure to provide such a letter within the prescribed time or failure of the Association to achieve the required level of membership shall require the Association to conduct a representative election. Said election shall be conducted within thirty (30) contractual days following the expiration of the time limit for submission of the letter attesting to the total membership of the Association. In any such election there shall be a provision to choose "no representative" and a majority of those voting shall

The recommendations of the Advisory Panel shall be submitted to the negotiating teams for consideration. If agreement is not reached within five (5) working days, or a mutually agreed upon date, the Advisory Panel's report shall be submitted to the Board, Superintendent, Association, and be made public. The Association shall take action upon the recommendation of the Advisory Panel within fifteen (15) days after the receipt of said recommendation. The Board shall take action upon the recommendations of the Advisory Panel at a special or regular meeting conducted within fifteen (15) days of the action taken by the Association.

9. Amendments

- a. This Negotiations Procedural Agreement will be effective with the effective date of the Master Contract of which this Agreement is part. If the Master Contract expires before a successor Master Contract has been agreed to between the parties, this Negotiations Procedural Agreement will continue in full force and effect.
- b. This Negotiations Procedural Agreement is subject to amendment by utilizing its provisions.
- c. If any provision(s) of this Agreement is rendered contrary to law, the provision(s) shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect. In the event the determination that a provision(s) of this Agreement is contrary to law, this shall be reason for immediate reopening of negotiations on that provision(s).

ARTICLE II GRIEVANCE PROCEDURE

A. Statment of Basic Purpose

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level and in the shortest period of time provided for resolving such grievances which may arise from time to time. Such procedures shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any unit member initiating or participating in the grievance procedure.

B. Grievance Defined

1. A Type I grievance is an alleged violation, misapplication or misinterpretation of the terms of the written negotiated agreements between the Board and the WJEA.
2. A Type II grievance is an alleged violation, misapplication, or misinterpretation of established Board policy, established administrative procedures and practices, or individual employment contracts or employment conditions. Type II grievances may be processed to advisory arbitration only.

C. General Provisions

1. An individual grievance shall be initiated by the person so aggrieved.
2. The "grievant" shall mean the teacher, teachers, or the WJEA filing the grievance. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers.
3. A grievance shall be reduced to writing and include: a) the alleged violation including approximate date and time; b) relief sought; and c) date of initiating procedure.
4. The Association shall be available to assist any teacher or group of teachers in preparing the proper and complete information necessary to expedite the procedure.
5. A consultant of choice may be used by all or any party involved in the grievance procedure at all levels. If the consultant for the teacher is an organizational consultant, he/she shall be the only official representative of the recognized teacher organization.
6. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendation stated in the previous level.
8. Failure of the administration to respond in the time limit stated shall give the grievant the right to appeal to the next level.
9. A grievance may be initiated at Level II (Superintendent's Level) when it has been determined by the building principal in writing that the subject is not within his/her realm of responsibility or control.
10. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board of Education.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a teacher or administrator from using other professional or legal rights in resolving a grievance.
13. The term "days," when used in this procedure, shall mean calendar days.
14. A grievance may be withdrawn at any level without prejudice or record.

15. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file nor shall the employee be placed in jeopardy or be subject to reprisal for having followed this Grievance Procedure.
16. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all parties, including witnesses entitled to be present, to attend and will be held, insofar as possible, at other than assigned instructional times of the personnel involved. It is recognized that this provision may have to be waived in respect to any arbitration hearing.
17. Any investigation or other handling or processing of any grievance by the grievant shall be conducted, insofar as possible, so as to result in no interference of the instructional program and related work activities of the teaching staff.

D. Informal Procedure

Either the teacher with the grievance or the WJEA Building Representative, or both, should discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally. However, a written note or statement shall be given to the principal indicating that the item of discussion is a grievance needed to be informally resolved. Time and date shall be noted.

LEVEL I - ADMINISTRATION

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within twenty-one (21) days of becoming aware of the alleged violation, or within ten (10) days of the completion of the informal procedure if followed.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within seven (7) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within seven (7) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolving the grievance.

LEVEL II - SUPERINTENDENT

If the aggrieved is not satisfied with the suggestions for resolution received in Level I, he/she may within seven (7) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance. The written grievance submitted to the Superintendent will contain a concise statement of the facts upon which the grievance is based, the disposition by the administration at Level I, and a statement of the questions still unresolved to the satisfaction of the aggrieved.

The meeting shall be within seven (7) days of the request.

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

Within seven (7) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance.

LEVEL III - ARBITRATION

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may within seven (7) days of such written response, make written request to the Board and the Association that the grievance be submitted to arbitration.

Attorneys may be used, providing they are not from a competitive teacher organization, by either party at the arbitration level of this procedure.

The arbitrator shall be selected by the Association and Superintendent.

If the Association and Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall hold such meetings, as he/she determine necessary to make a fair and impartial ruling on the grievance as stated.

The ruling of the arbitrator shall be made in writing to the aggrieved and the Board.

The ruling of the arbitrator shall be final and binding on all parties to the limit of the grievance as stated insofar as the grievance is found to be a Type I grievance as defined herein. In the case of any Type II grievance, the ruling of the arbitrator shall be advisory only. To the extent any ruling is advisory, the Board shall act on said ruling at their next regular Board meeting after receipt thereof by the Treasurer of the Board and the decision of the Board thereon shall be final and binding on all parties to the limit of the grievance as stated.

Cost of the arbitrator shall be shared equally by the aggrieved and the Board.

GRIEVANCE FORM

Level of Grievance

(Circle)

Mr. / Mrs. / Ms. _____

Position

Name of Grievant

Date Submitted _____

School _____

Principal _____

Grievant accompanied by:

Section for Grievant: Briefly state the problem, indicating the provisions of Agreement allegedly violated.

If additional space is needed, use other side

Did grievant have oral discussion with principal? Yes _____ No _____

What remedy is sought?

Date

Grievant's Signature

ARTICLE III REDUCTION IN FORCE

When for financial reasons or reasons set forth in ORC 3319.17, the Board determines that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction in keeping with provisions of this Article. If this Article is to be implemented, the Association must be notified by March 1.

A. Contracts to be suspended will be chosen as follows:

1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
2. Seniority will be defined as the length of continuous service as a certified employee under a regular contract in this district.
 - a. Absence due to reduction in force will not interrupt seniority and time spent on such a leave shall count toward seniority.
 - b. If two or more teachers have the same length of continuous service, seniority will be determined by:
 1. The one who has service in the district while employed by the County Board of Education.
 2. The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or chartered schools.
 3. The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.
 4. The date of the Board meeting at which the teacher was hired and then by;
 5. Any remaining ties will be broken by lot.
3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification without altering their seniority status. Any such election must be made within fifteen (15) calendar days of the time the teacher is notified he/she will be affected providing he/she will be holding a valid teaching certificate or evidence thereof by January 1 for the coming school year.*

*If this article is to be implemented for the 1983-84 school year, all certified employees may provide evidence of additional certification by August 15, 1983

- B. The names of teachers whose contracts are suspended in a reduction of force will be placed on a recall list for twelve (12) months from the date of reduction. Teachers on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified.
 3. If a vacancy occurs, the Board will send an announcement, by certified mail, to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within ten (10) calendar days. The most senior responding will be given the vacant position.
 4. A teacher on the recall list will, upon resuming active employment status, return to status with the same seniority, accumulation of sick leave, the salary schedule placement as he/she had at the time of layoff. Seniority will continue to accrue during the time a teacher is on the recall list.
 5. A teacher has the right to be placed on the substitute list.
 6. A teacher has the right to exercise their conversion privileges on any and all group insurance plans in effect at the time without interruption of benefits.
 7. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in order of seniority when teaching positions for which they are qualified, are made available.
- D. No later than fifteen (15) calendar days prior to the Board taking action on a reduction in force, the Association President shall be given the district's seniority list for each area of certification.
- E. No later than ten (10) calendar days prior to the Board taking action on a reduction in force, the Association President shall be given a list of those teachers whose contracts are to be suspended, and each affected teacher shall be notified by the Board.
- F. The Administration will provide letters of recommendation for teachers affected by reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the teacher.

ARTICLE IV FAIR DISMISSAL

A. Statement of Purpose

The Board and the recognized organization recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights should be accorded all teachers and should be embodied in every type of contractual agreement between the Board and the teacher.

The employment status of any teacher should not be altered to his/her detriment (suspension, non-renewal of contract, or dismissal) except as provided by law.

B. Clarification of Terms and Conditions

1. The term "teacher" shall refer to a member(s) of the bargaining unit.
2. Termination of a contract shall be defined as the ending of a contract before the expiration time period specified.
3. Non-renewal of a contract shall be defined as a decision of the Board not to issue a new contract to a teacher when the time specified in the teacher's present contract expires.
4. Nothing in this policy shall be construed to deny the individual teacher the right to redress through the courts of law.

C. New Employees

New employees should be informed as to the evaluation criteria used to assess their employment status.

D. Positive Assistance

Each unit member shall be provided definite, positive assistance to correct performance problems and time to incorporate the recommended changes and shall be apprised of their professional competency through the appropriate evaluation procedure.

E. Termination of a Contract

The contract of a teacher may be terminated by the Board as outlined in Section 3319.16 of the Ohio Revised Code.

F. Non-Renewal of Limited Contract

The non-renewal of employment of a professional employee will be accomplished as provided in Section 3319.11 of the Ohio Revised Code.

ARTICLE V SALARY AND FRINGE BENEFITS

A. Teacher Salary Agreement

- 1) The base B.S. shall be \$13,700 effective January 1, 1985.
- 2) The base B.S. shall be \$14,200 effective January 1, 1986.
- 3) The base B.S. shall be \$14,900 effective January 1, 1987.
- 4) The current salary index shall remain in effect January 1, 1985 through December 31, 1987
- 5) Duty-Free Lunch Period - Teachers shall receive a minimum of a thirty-minute uninterrupted, duty-free lunch period each working day. Teachers shall not be required to take assignments during their lunch period nor during their scheduled conference and planning periods.
- 6) Teachers asked to participate in school committees outside of the regular school day are under no contractual obligation to participate. The Association encourages all members of the bargaining unit to participate in a reasonable number of school improvement activities. The lack of interest or involvement by Association members in improvement activities shall not have an adverse affect on the Association members. These meetings are provided to allow teachers to voluntarily contribute to the overall decision-making process of the district.
- 7) Teachers will be granted a semi-annual adjustment in salary if they have completed course work for monetary advancement on the current salary schedule. Evidence of this advancement must be given to the Superintendent's office on or before the 10th day of September or on or before the 10th day of January each year.

JEFFERSON LOCAL SCHOOLS (Madison County)

Years of Experience	Index	B.A.	Index	BS+15	Index	150 HR.	Index	M.A.	Index	MA+15	Index	MA+30
0	100.0	13700	104.5	14317	109.0	14933	113.5	15550	118.0	16166	122.5	16783
1	104.5	14317	109.0	14933	113.5	15550	118.0	16166	122.5	16783	127.0	17399
2	109.0	14933	113.5	15550	118.0	16166	122.5	16783	127.0	17399	131.5	18016
3	113.5	15550	118.0	16166	122.5	16783	127.0	17399	131.5	18016	136.0	18632
4	118.0	16166	122.5	16783	127.0	17399	131.5	18016	136.0	18632	140.5	19249
5	122.5	16783	127.0	17399	131.5	18016	136.0	18632	140.5	19249	145.0	19865
6	127.0	17399	131.5	18016	136.0	18632	140.5	19249	145.0	19865	149.5	20482
7	131.5	18016	136.0	18632	140.5	19249	145.0	19865	154.0	21098	158.5	21715
8	136.0	18632	140.5	19249	145.0	19865	149.5	20482	158.5	21715	163.0	22331
9	140.5	19249	145.0	19865	149.5	20482	163.0	22331	167.5	22948	172.0	23564
*10	149.5	20482	154.0	21098	158.5	21715	167.5	22948	176.5	24181	181.0	24797
11	154.0	21098	158.5	21715	163.0	22331	172.0	23564	181.0	24797	185.5	25414
12	158.5	21715	163.0	22331	167.5	22948	176.5	24181	185.5	25414	190.0	26030
13	163.0	22331	167.5	22948	172.0	23564	181.0	24797	190.0	26030	194.5	26647
14	167.5	22948	172.0	23564	176.5	24181	194.5	26647	199.0	27263	203.5	27880
15	172.0	23564	176.5	24181	181.0	24797						
*16	181.0	24797	185.5	25414	190.0	26030						
FLAT RATE LONGEVITY STEPS:												
20	550.0	25347	550.0	25964	550.0	26580	550.0	27197	550.0	27813	660.0	28540
25	550.0	25897	550.0	26514	550.0	27130	660.0	27857	660.0	28473	660.0	29200
30	550.0	26447	660.0	27174	660.0	27790	660.0	28517	660.0	29133	660.0	29860

EFPEC. 1/85

JEFFERSON LOCAL SCHOOLS (Madison County)

Years of Experience	Index	B.A.	Index	BS+15	Index	150 HR.	Index	M.A.	Index	MA+15	Index	MA+30
0	100.0	14200	104.5	14389	109.0	15478	113.5	16117	118.0	16756	122.5	17395
1	104.5	14839	109.0	15478	113.5	16117	118.0	16756	122.5	17395	127.0	18034
2	109.0	15478	113.5	16117	118.0	16756	122.5	17395	127.0	18034	131.5	18673
3	113.5	16117	118.0	16756	122.5	17395	127.0	18034	131.5	18673	136.0	19312
4	118.0	16756	122.5	17395	127.0	18034	131.5	18673	136.0	19312	140.5	20590
5	122.5	17395	127.0	18034	131.5	18673	136.0	19312	140.5	20590	145.0	21229
6	127.0	18034	131.5	18673	136.0	19312	140.5	20590	145.0	21229	149.5	21868
7	131.5	18673	136.0	19312	140.5	20590	145.0	21229	149.5	21868	154.0	22507
8	136.0	19312	140.5	20590	145.0	21229	149.5	21868	154.0	22507	158.5	23146
9	140.5	20590	145.0	21229	149.5	21868	154.0	22507	158.5	23146	163.0	24424
*10	149.5	21229	154.0	21868	158.5	22507	163.0	23146	167.5	23785	172.0	24424
11	154.0	21868	158.5	22507	163.0	23146	167.5	23785	172.0	24424	176.5	25063
12	158.5	22507	163.0	23146	167.5	23785	172.0	24424	176.5	25063	181.0	25702
13	163.0	23146	167.5	23785	172.0	24424	176.5	25063	181.0	25702	185.5	26341
14	167.5	23785	172.0	24424	176.5	25063	181.0	25702	185.5	26341	190.0	26980
15	172.0	24424	176.5	25063	181.0	25702	185.5	26341	190.0	26980	194.5	27619
*16	181.0	25702	185.5	26341	190.0	26980	194.5	27619	199.0	28258	203.5	28897
FLAT RATE LONGEVITY STEPS:												
20	550.0	26252	550.0	26891	550.0	27530	550.0	28169	550.0	28808	660.0	29557
25	550.0	26802	550.0	27441	550.0	28080	660.0	28829	660.0	29468	660.0	30217
30	550.0	27352	660.0	28101	660.0	28740	660.0	29489	660.0	30128	660.0	30877

EFFEC. 1/86

JEFFERSON LOCAL SCHOOLS (Madison County)

Years of Experience	Index	B.A.	Index	BS+15	Index	150 HR.	Index	M.A.
0	100.0	14900	104.5	15571	109.0	16241	113.5	16912
1	104.5	15571	109.0	16241	113.5	16912	118.0	17582
2	109.0	16241	113.5	16912	118.0	17582	122.5	18253
3	113.5	16912	118.0	17582	122.5	18253	127.0	18923
4	118.0	17582	122.5	18253	127.0	18923	131.5	19594
5	122.5	18253	127.0	18923	131.5	19594	136.0	20264
6	127.0	18923	131.5	19594	136.0	20264	140.5	20935
7	131.5	19594	136.0	20264	140.5	20935	145.0	21605
8	136.0	20264	140.5	20935	145.0	21605	149.5	22276
9	140.5	20935	145.0	21605	149.5	22276	154.0	22946
*10	149.5	22276	154.0	22946	158.5	23617	163.0	24287
11	154.0	22946	158.5	23617	163.0	24287	167.5	24958
12	158.5	23617	163.0	24287	167.5	24958	172.0	25628
13	163.0	24287	167.5	24958	172.0	25628	176.5	26299
14	167.5	24958	172.0	25628	176.5	26299	181.0	27640
15	172.0	25628	176.5	26299	181.0	27640	185.5	28310
*16	181.0	26969	185.5	27640	190.0	28310	194.5	28981
FLAT RATE LONGEVITY STEPS:								
20	550.0	27519	550.0	28190	550.0	28860	550.0	29531
25	550.0	28069	550.0	28740	550.0	29410	660.0	30191
30	550.0	28619	660.0	29400	660.0	30070	660.0	30851

EFFEC. 1/87

Extra Curricular Activity Index (1980 Agreement)

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I. H.S. Athletic Director						
M.S. Athletic Director	.145	.155	.165	.175	.185	.195
H.S. Head Boys' Football						
H.S. Head Boys' Basketball						
II.	.13	.14	.15	.16	.17	.18
III. H.S. Head Boys' Baseball						
H.S. Head Boys' Wrestling						
H.S. Head Boys' Track						
H.S. Assist. Boys' Football (3)	.10	.11	.12	.13	.14	.15
H.S. Assist. Boys' Basketball						
H.S. Instrumental Music						
M.S. Instrumental Music						
IV. H.S. Vocal Music						
M.S. Vocal Music						
Freshman Head Boys' Football						
Freshman Head Boys' Basketball						
H.S. Head Girls' Basketball	.085	.09	.10	.11	.12	.13
H.S. Head Girls' Volleyball						
H.S. Head Girls' Track						
H.S. Cheerleader Advisor						
M.S. Head Boys' Football (8th)						
M.S. Head Boys' Wrestling						
M.S. Head Girls' Volleyball						
M.S. Head Girls' Basketball						
M.S. Head Boys' Basketball (8th)						
V. Freshman Assist. Boys' Football						
H.S. Head Girls' Softball						
H.S. Assist. Girls' Volleyball	.07	.075	.08	.085	.09	.095
H.S. Flag Corp Director						
M.S. Assist. Boys' Football						
M.S. Assist. Boys' Basketball (7th)						
VI. H.S. Assist. Boys' Baseball						
H.S. Assist. Boys' Track						
H.S. Assist. Girls' Track						
H.S. Head Tennis (Boys/Girls)	.04	.05	.06	.07	.08	.09
H.S. Head Golf (Boys/Girls)						
H.S. Head Cross Country (Boys/Girls)						
H.S. Class Play						
H.S. Newspaper						
H.S. Yearbook Publication						
H.S. In-The-Know Advisor						
H.S. Assist. Girls' Basketball						

Extra Curricular Activity Index Continued (1980 Agreement)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	(
VII. M.S. Boys' Intramurals:							
Fall (1/3 sport)							
Winter (1/3 sport)							
Spring (1/3 sport)							
M.S. Girls' Intramurals:							
Fall (1/3 sport)							
Winter (1/3 sport)	.02	.03	.04	.05	.06	.07	
Spring (1/3 sport)							
H.S. Yearbook Accountant							
Norwood Elementary Safety Patrol							
Frey Elementary Safety Patrol							
M.S. Cheerleader Advisor							
M.S. Yearbook							
M.S. Newspaper							
Ski Club							
Senior Class Advisor (4%)							
Junior Class Advisor (4%)							
Sophomore Class Advisor (2%)							
Freshman Class Advisor (2%)							

C. Substitute Teaching Compensation for Regular Teachers

Effective January 1, 1985 compensation to regular teachers who substitute during their conference/planning period shall be at the rate of \$10.00 per period inclusive of elementary staff when they must cover their own students when special teachers (i.e. physical education, music, art, and librarians) are absent.

The building administrator shall approve in advance all substitutes being used during individual conference periods. It is required that all time used by an individual for substitute purposes be turned in to the building principal by the 15th day of each month to be included on the individual's payroll check on the 22nd of that month.

D. Extra Duty Salary Schedule

	<u>Years</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
I.	H.S. Athletic Director	.145	.155	.165	.175	.185	.195
	H.S. Head Boys' FB						
	H.S. Head Boys' BB						
II.		.12	.13	.14	.15	.16	.17
III.	H.S. Head Boys' Wrestling	.10	.11	.12	.13	.14	.15
	H.S. Head Girls' BB						
	H.S. Asst. Boys' FB (3)						
	H.S. Asst. Boys' BB						
	H.S. Inst. Music 5-12						
	H.S. Cheerleading Advisor						
	Physical Fitness (+ 4)						
IV.	H.S. Vocal Music 6-12	.08	.09	.10	.11	.12	.13
	Freshman Head Boys' FB						
	Freshman Head Boys' BB						
	H.S. Head Girls' Volleyball						
	H.S. Head Boys' Track						
	H.S. Head Girls' Track						
	H.S. Head Boys' Baseball						
	H.S. Head Girls' Softball						
	H.S. Head Co-Ed Tennis						
V.	Freshman Asst. Boys' Football	.06	.07	.08	.09	.10	.11
	H.S. Asst Girls' BB						
	H.S. Flag Corp. Director						
	H.S. Yearbook Publication						
	Middle School Faculty Manager						
	M.S. Head Boys' Football (8th)						
	M.S. Head Boys' Wrestling						
	M.S. Head Boys' BB (8th)						
	M.S. Head Girls' Volleyball						
	M.S. Head Girls' BB						
	H.S. Asst. Wrestling Coach						

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
VI. H.S. Asst. Boys' Baseball	.04	.05	.06	.07	.08	.09
H.S. Asst. Girls' Volleyball						
H.S. Asst. Boys' Track						
H.S. Asst. Girls' Track						
H.S. Head Gold (Boys/Girls)						
H.S. Head Cross Country (Boys/Girls)						
H.S. Class Play						
H.S. Newspaper						
M.S. Boys' and Girls' Track						
M.S. Asst. Boys' Football						
M.S. Asst. Boys' BB (7th)						
M.S. Cheerleading Advisor						
Freshman Cheerleading Advisor						
Norwood-Frey Elementary Safety Patrol						
VII. H.S. Yearbook Accountant	.02	.03	.04	.05	.06	.07
H.S. Student Council Advisor						
M.S. Yearbook						
M.S. Newspaper						
Class Advisor						
VIII. Ski Club	.03 of Yearly Base (No steps per building)					
Elementary Musicals (Music Teacher K-5)						
IX. Ad Hoc Supervisors -- (Those people who are needed, but not responsible by a current contract for the activity in question.) These people will be chosen at the discretion of the administration and may be paid at the rate of \$10.00 per hour for up to three hours per event. All must be approved by the Superintendent. The Superintendent could approve an event in excess of three hours for an extenuating circumstance, however this must always be approved in advance of the activity by the Superintendent. These supervisors could be used for security, supervision, chaperoning, and any other activity approved in advance by the Superintendent.						

GENERAL PROVISIONS

1. Those activities which are performed during the school day are not to be considered for compensation. ESP people should be working 8 hour days.
2. Each year in a given activity will be accepted as one (1) year of experience in that activity for placement on the salary schedule.
3. If transferring in, or if reinstated in the same activity, each years experience as head coach, director, or activity advisor will be accepted as one (1) year of experience in that activity for placement on the salary schedule.
4. When moving from assistant to head positions, each two (2) years of experience as an assistant in a given activity will be accepted as one (1) year of experience in that activity for placement on the coaches scale. Partial years will be dropped.

5. Activities that are additions to the present salary schedule will be determined by the Administration and approved by the Board of Education.
6. When there is an adjustment in the time factor allocated for an activity or an increase or decrease in the responsibility (load): The activity will be re-evaluated and placed in the appropriate category.
7. Coaches and activity directors cannot draw two salaries in the same activity at the same time.
8. Any activity supervisor in a changed category which would result in a cut in percent of pay shall remain frozen in that category for salary purposes until he/she leaves that position.

All other persons will be paid according to the effective schedule.

9. A formal application must be developed and used for filling all extra-curricular activity positions.

E. Extended Service

The extended service figure will be based on the teacher's base salary multiplied by the number of days the person is on extended service.

Example: If a teacher has 20 days extended service, this would equal a month's salary.

F. Severance Pay Policy

1. Definition of "Retirement"

Retirement is defined herein as a person meeting the qualification as set forth through the State Teacher's Retirement System and/or State Employee's Retirement System at the time a person severs employment with the Jefferson Local Schools.

Effective January 1, 1983 an employee who has zero (0) years through nine (9) consecutive years of service will receive 25% of the employee's accumulated sick leave at the time of their retirement. Employees who have ten (10) through nineteen (19) years of service shall qualify for 30% of their accumulated current sick leave upon retirement. Employees with 20 or more years of service will receive 35% of earned sick leave upon retirement or separation from the West Jefferson School System. All percentages will be calculated on a maximum of 225 days.

Those employees retiring must submit a written application for severance pay to the Treasurer's office within 90 days after the issuance of the employee's last check.

2. Severance Benefits Extended, 1977

Severance benefits may be available up to eighteen (18) months after separation.

In accordance to severance pay policy, an employee who has separated himself/herself from public school teaching in the Jefferson Local School District but does not immediately qualify for retirement as set forth through the Ohio Teacher's Retirement System and/or the Ohio Employee's Retirement System, may qualify for severance pay should he/she comply with the following:

- a) Submit written application for severance pay as prescribed in the before mentioned policy.
- b) Qualify within eighteen (18) months for retirement as defined through the Ohio Teacher's Retirement System and/or State Employee's Retirement System.
- c) Be certified by the Treasurer as meeting all other qualifications set forth in the current severance pay policy adopted by the Jefferson Local Board of Education.

3. Statement of Clarification

For clarification purposes, please refer to Ohio Revised Code, section 124.38 as stated below:

"The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten years of the date on which the employee was last terminated from public service."

G. Payment for College/University Expenses

Effective January 1, 1985 the Board of Education shall pay \$50 per quarter hour or \$75 per semester hour, provided the course work is within the teacher's area of certification or in the field of education, up to a maximum for the bargaining unit of 120 quarter hours or its semester equivalent. Reimbursement will be based on the needs of the school district as approved by the Superintendent. The hours are to be divided into 30 hours each quarter: Fall, Winter, Spring and Summer. Hours not utilized in fall, winter, and spring will accumulate and will be applied to the number of hours allotted for summer studies.

We hereby propose that as a further incentive for Professional Growth other than attendance in a classroom setting that an annual allowance of \$25 for books and materials that are relevant to the teaching position.

H. Fringe Benefits

Effective January 1, 1985, the Board will agree to no changes in the current fringe benefits for the duration of this contract.

The fringe benefit package for the professional staff shall be set in the following manner on a monthly rate for premium payment by the Jefferson Local Board of Education. All premium payments will be paid only for insurance programs adopted by the Board of Education and only for employees who are actively enrolled in said insurance programs.

1. Life Insurance

The Board of Education shall pay 100% of the cost of a \$15,000 life insurance policy for any teacher on steps 0 through 5; a \$25,000 life insurance policy for any teacher on steps 6 through 10; and a \$40,000 life insurance policy for any teacher on steps 11 and above.

2. Major Medical/Basic Hospitalization

The Board of Education shall pay 100% of the cost of the Major Medical coverage for both single and family policies (\$50 deductible for single, \$100 deductible for family.)

The Board of Education shall pay 100% of the cost of the Blue Cross/Blue Shield coverage for both single and family policies.

3. Prescription Drug

The Board of Education shall pay 100% of the cost of the Prescription Drug coverage for both single and family policies.

4. Dental Insurance

The Board of Education shall pay 100% of the cost of Dental coverage for both single and family policies.

5. Optical Insurance

The Board shall pay 100% of the cost of Optical Insurance for both single and family policies which shall include: a \$10.00 per person deductible for exam, lenses and frames every 24 months. Full coverage for necessary contact lenses; \$60 cosmetic contact lenses allowance.

I. State Teachers Retirement System (STRS)

A. The Board shall make available to certificated staff members the STRS pick-up effective January 1, 1985.

B. The pick-up will be of no cost to the Board and is solely for the purpose of reducing current tax for certificated staff members and will remain in effect as long as Internal Revenue Ruling 81-36 remains substantially unchanged.

- C. Certificated staff members are individually responsible for reviewing the relationship between the pick-up and their other tax deferral arrangements, if any.

ARTICLE VI LEAVES OF ABSENCE

A. Personal Leave

Certificated employees shall be granted three (3) days per year for personal reasons. Any unused personal leave days at the end of each school year shall be paid at 50% of the employee's average daily rate of pay to be paid in the employee's June 22 paycheck. The request shall be made to the appropriate principal sufficiently in advance as to provide said principal time to procure a substitute. No more than ten percent (10%), rounded up, of the certificated staff reporting to a principal shall be approved for personal leave on any one day. It shall be the responsibility of the principal to notify the Treasurer's office of each approved personal leave day.

Except in cases of emergency, no personal leave days would be approved on the last day preceding a school holiday, the first day immediately following a school holiday, the last two (2) days of school, and the first two (2) days of school.

B. Approved Reasons for Absence

Each employee of the Board of Education shall attend faithfully the duties of his/her position and shall not be absent therefrom except for:

- 1) personal illness as covered by sick leave regulations; or,
- 2) not more than three (3) days per year over and above the 15 days granted for sick leave for personal reasons requiring only that the appropriate principal be given sufficient notice so as to obtain a substitute and that lessons for the day(s) be available for the substitute teacher.

C. Notification of Absence

An employee who is absent or expects to be absent from duty shall notify the responsible principal as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such notification impossible.

D. Sick Leave

Each certificated employee of the Board of Education shall be entitled to one and one-fourth (1 1/4) days sick leave for each complete month of service.

Certificated employees who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave based on the time actually worked on the same basis as that granted to full-time employees.

Effective January 1, 1983, sick leave shall be accumulated at the rate of one and one-fourth (1 1/4) days per month to a total allowable of 225 days. Effective January 1, 1984 the accumulation total will increase to 240 days.

Use of Sick Leave

Employees may use sick leave upon approval of the local superintendent for absence due to personal illness, maternity reasons, injury, exposure to contagious disease which could be communicated to students or other employees, and illness or death in employee's immediate family.

A Board of Education shall require a teacher or non-teaching school employee to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Definition of Immediate Family

For purposes of this agreement, immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, and spouse's parents. Also included are other relatives or dependents not listed above who make their home with the employee.

Cumulative Sick Leave

Any balance of sick leave unused in any year shall be certified and accumulated over a period of successive years for additional absence in any subsequent year over and above the 15 days allowed each year.

Beginning January 1, 1983, sick leave shall be accumulated at the rate of one and one-fourths (1 1/4) days per month to a total allowable amount of 225 days. Beginning January 1, 1984, the total allowable amount of sick leave will increase to 240 days.

This accumulation will operate only over a continuous and/or consecutive service period, except where a leave of absence has been granted or where an employee new to the school system transfers accumulated sick leave for a previous position. It shall be the employee's responsibility to see that such transfer is made.

After any period of absence, leave shall again accumulate on the adjusted total.

Holidays (during sick leave)

When holidays, or other days not in session approved by the Board of Education, are included in the period of absence due to illness, such days shall not be charged against the accumulated sick leave

Illness Leave

An employee may request a leave of absence without pay for a period of time up to one (1) school year due to physical inability to perform required duties.

Such request for leave shall be submitted in writing accompanied by a doctor's statement relative to the condition. Such leave may be approved by the Board of Education for any period up to one (1) school year

The leave of absence for medical reasons shall not prejudice the employee's position on the salary schedule, seniority or sick leave provided the employee returns to the same or similar position. Sick leave shall not accumulate during the period of leave.

Quarantine

Full salary will be paid for absence due to the quarantine of an employee's residence provided that the employee has accumulated sick leave credit. Such days shall be deducted from the accumulated sick leave credited to the employee.

E. Death in the Immediate Family

Full salary will be paid for absence due to a death in the immediate family. A maximum of ten (10) days for each occurrence per school year may be used providing the staff member will have earned sufficient sick leave by the end of the contract year.

Funerals

The superintendent may grant a leave of absence, with pay not to exceed one (1) day, to attend a funeral of anyone not in the immediate family when it is clearly the obligation of the employee to attend such a funeral.

F. Obedience to Legal Process (Court Leave)

The Superintendent shall grant a leave of absence when an employee is required to exercise obedience to legal process not due to a law violation by the employee. The Board of Education shall pay the employee the difference between the employee's regular daily compensation and the remuneration received for jury service as required by the Ohio Revised Code.

G. Maternity Leave

If requested by the unit member, a leave of absence shall be granted for the remainder of the semester. The bargaining unit member may elect to receive one (1) additional semester of unpaid leave before returning to her position. This leave would begin at the point the doctor has certified that the employee is able to return to work.

H. Absence for Military Service

An employee who leaves his/her position to serve in the armed services of the United States, as defined by law, shall be considered to be on special leave of absence and he/she shall be entitled to return to the service of the Jefferson Local Schools under terms of pertinent status, except that said employee must return to service with the school before one (1) year or such other period as established by law has elapsed from date of discharge. Upon such return, the employee shall be returned to service in the school without loss of professional or financial status.

I. Assault Leave

~~Certificated employees shall be granted leave for recuperation in case of~~

in the following criteria:

- a. The teacher must have taught in the Jefferson Local School District for a period of five (5) consecutive years before being eligible to apply for sabbatical leave.
 - b. The teacher must gain administrative and Board approval prior to said leave.
 - c. A pre-arranged plan must be made and presented to the administration for consideration on or before May 15. At the conclusion of said leave, the teacher must provide evidence that the plan was followed.
2. Subject to the provisions of Section 1. above, sabbatical leave shall be granted for the following reasons:
- a. Professional Growth - Professional growth shall be defined as follows: A teacher having a Bachelor's degree in his/her current teaching area may enroll full time as an undergraduate student or graduate student at an accredited college or university. Exception - no person shall be approved for professional growth who does not hold basic certification in their basic teaching area. An example would be a teacher not having a degree and/or who is teaching on a temporary, shall not be granted leave to gain credit towards a standard or provisional certificate.
 - b. Research - Research involvement in foundation projects or other recognized research.
 - c. Personal Research - This includes material for book, thesis or dissertation.
 - d. Exchange Teaching Program - This is defined as a recognized teacher training program between two schools, one being the local school and the other being an overseas school.
 - e. Travel - The type of travel that would benefit the teacher in his/her subject area taught, general professional growth and cultural growth.
 - f. Or for other reasons deemed to have value for the school system as determined by the Board of Education.

3. If previous and acceptable arrangements have been made as described under dependent on l-c, a teacher may then return from sabbatical leave and be reinstated in the same teaching capacity he/she had when he/she requested the leave or an equivalent position. The teacher shall also be reinstated on the same salary and benefit schedule according to years of experience and training.
4. After five (5) years teaching in the Jefferson Local Schools, a qualified teacher may request a sabbatical leave any year. Once the leave has been granted, a teacher may apply again for a similar leave after five (5) years of continuous teaching in the Jefferson Local School District.
5. A sabbatical leave shall not exceed one (1) year in duration.
6. A teacher on sabbatical leave shall be carried as employed by the Jefferson Local Schools and entitled to one-half of the base B.S. on the five (5) year step and full payment of all benefits regularly offered certificated employees.
7. Following such an approved leave, the teacher shall be required to return to service in the district for a period of at least one (1) school year. Failure to return shall cause the teacher to be liable to the Board for reimbursement of all partial salary payments made under this provision.

K. Physical Examination on Request for a Return from Leave of Absence

In case a leave of absence has been for personal illness, the employee shall be required to have such health examinations as may be necessary to determine mental and physical capabilities to perform the duties required by the position. The certification of fitness may be made by the family physician. However, the Board of Education reserves the right to appoint the physician to perform a mental examination at Board expense.

L. Return from Leave of Absence

Return from leave of absence prior to the stipulated expiration date thereof may be allowed by the superintendent, subject to the limitation of these rules and regulations, whenever the need for such leave no longer exists and when a suitable vacancy is available provided, however, that approval by the Board of Education shall be required for such termination of leave of absence. A teacher on leave of absence which expires during the school year may be returned to service at the expiration date if a suitable vacancy is available. If such a vacancy is not available, an appointment will be made as soon as possible thereafter.

M. Professional Leave

Up to two (2) days of professional leave shall be granted per contractual year with pay upon written notification to the Superintendent by the individual staff member. The following provisions shall govern the use of professional leave.

1. The use of the professional leave day mentioned above shall be limited to:
 - a. Professional workshops, seminars, and/or conventions conducted within the county or within adjacent counties.
 - b. Visitation to other school districts within the county or within adjacent counties.
 - c. Notification should be submitted in writing to the individual's building principal ten (10) calendar days prior to use of professional leave.
 - d. Travel expenses within the county or adjacent counties are limited to mileage rates as established by the Board of Education for use of staff member's personal automobile.
2. There will be no time or expense limitation if attendance at a convention, seminar, or workshop is required by the school.

ARTICLE VII TEACHING (WORKING) CONDITIONS AND EMPLOYMENT PRACTICES

A. Teacher Evaluation Program

Forward

The purpose of this pamphlet is to make available to all professional staff members and other interested parties an explanation of the evaluation instrument of Jefferson Local Schools. An orientation meeting will be held to explain the program to the staff members who will be involved during the school year. Revision and clarification will always be in order and review should be accepted as an effort toward improvement of the program.

This evaluation instrument focuses upon the performance review which occurs in the classroom. It is based upon:

Observation/analysis with the focus on in-classroom behavior.
Concern of both the evaluator and evaluatee.

Philosophy

It is the responsibility of the Jefferson Local Schools to create an atmosphere favorable for all staff members and administrators to perform their duties in such a manner as to better meet the educational needs of students. The Jefferson Local Schools feel this goal can be achieved by an effective evaluation program.

This evaluation program will be established to utilize a procedure from a dual point of view. The procedure is so designed that the appraisee has an early indication of deficiencies and thus ample opportunity for remediation. In those situations in which a person's performance is completely satisfactory the procedure provides the assurance of a job well done which the appraisee deserves to receive from his/her evaluator.

Reports, observation and other information related to evaluation shall be placed in a "shared" appraisal file so that teachers will have access to and can use all the information.

Through an open approach, apprehension about evaluation is unnecessary and the teacher may assume responsibility for using the information to increase his/her effectiveness.

Evaluation should be a continuous and cooperative enterprise between the staff members and the evaluator. The end result being professional growth for each staff member participating in the evaluative process.

Objectives

1. To improve the quality of classroom instruction.
2. To provide a means for professional growth.
3. To provide for a sequential procedure for evaluation.
4. To facilitate and improve communication and understanding among administration and staff.
5. To assess the performance of teachers for the purpose of contract renewal, certificate recommendations, granting tenure, or dismissal.
6. To provide verbal and written recognition for accomplishments.

Procedure for Performance Review

A. Performance Review

A valuable part of the total evaluation program includes the performance review which uses clinical supervision as its basis. Each performance review shall contain the following elements and guidelines:

1. Pre-Conference

Pre-conference will be held between the administrator and the teacher. This may take two (2) forms:

- a) may be written, describing the objectives of the lesson and outlining what the administrator will observe or,
- b) may be oral with a discussion of the purpose and intent of the lesson and an overview of what will take place during the observing period.

2. Observation

Notification will be given to the teacher that a formal observation will be held. The administrator will observe a complete lesson. Notes will be taken regarding teacher behavior, student behavior and classroom interaction.

3. Post-Conference

A post-conference will be held as soon as possible following the teacher observation. This conference will consist of a discussion of the observed lesson and the completion of the evaluation instrument. Both parties will place their signatures upon the observation instrument. Signatures will not indicate agreement but rather that a discussion (post-conference) has been held and both parties have read the contents.

4. Suggestions for Improvement

Suggestions for improvement shall be given in writing at the time of post-conference.

5. Disagreement

If disagreement exists one of the following alternatives must occur:

- a) another performance review may be held,
- b) rebuttal comments may be placed in the file, and
- c) the results of the performance review may be appealed to the Superintendent.

B. Evaluation Timetable

1. First Year Teachers in the school system.

A formal evaluation will be held for every first year teacher. Two administrative observations are the minimum. The first will take place no later than October 15 and the second no later than March 15.

2. Second Year Teachers in the school system.

A performance review will be held a minimum of once during the school year. This observation will be held no later than March 15.

3. Teachers with more than two (2) Years Service in the school system.

Teachers with more than two (2) years service in the school system will be observed by an administrator once every three (3) years. The other two years shall be used by the teacher to formulate his/her own evaluation instrument. These evaluations will occur no later than March 15th. Alternatives to administrator observation are indicated below:

a. Peer Observation

Another teacher or department member may observe. Strengths and weaknesses should be identified and documented.

b. Video Tape Observation

Teachers may contact the audio-video director or a fellow teacher to tape a class. The tape will be reviewed by the teacher or selected teachers or administrator for review.

c. Student Evaluation

Develop an evaluation form or select from those already prepared to be completed by students. A number of these may be found in the office. Summarize the results and attempt to implement changes for improvement.

d. Self-evaluation

The teacher may use already prepared or develop a self-evaluation form. Self-evaluation forms may be used to set goals, objectives, or targets for improvement. The teacher then must interpret success or lack of success in achieving the stated objectives.

e. Use of Outside Professionals

The Madison County Board of Education and local universities are staffed with very capable individuals who may help teachers evaluate their performance in certain subject areas.

f. Other

Other evaluative tools may be used which are acceptable to both administrators and teachers.

If one of the above alternatives is used, the procedure is as follows:

- a. Teacher must declare which of the methods of evaluation will be used by October 15.
- b. Schedule an administrative conference and present the results of the evaluation no later than March 15.

4. Teachers going on Continuing Contracts

Teachers going on continuing contracts will be observed a minimum of once during the year preceding the issuance of that contract by March 15th.

5. Transferring Teachers

Transferring teachers will receive one performance review during the initial year in a position.

Transfers defined:

- a) change of building within the system
- b) change of grade level
- c) change of subject matter area

6. Returnees from Leave

Returnees from leaves of absence will also receive one observation during the year of their return.

7. Substitutes

Substitutes will be observed at least once when they have reached twenty (20) days of continued service in a given classroom.

C. Performance Review at other Times

1. Teachers may request a performance review be held during any year.
2. Administrators reserve the right to observe and complete a performance review as needed.
3. The teacher may request a second evaluation. This is the teacher's responsibility and not the responsibility of the evaluator.

Procedure

I. Personal Attitudes and Characteristics

1. Possesses emotional stability.
2. Takes initiative in meeting responsibility.
3. Displays acceptable personal appearance.
4. Exhibits enthusiasm in dealing with the school community.
5. Possesses effective communicative skills.

II. Professional Attitudes and Characteristics

1. Adheres to school board policies and regulations.
2. Works well with all personnel and accepts responsibility.
3. Exhibits behavior that is relatively free from religious, social and racial prejudices.
4. Displays promptness and dependability.
5. Shows evidence of professional growth.
6. Responds constructively to supervision.

III. Classroom Management

1. Maintains effective classroom control.
2. Exhibits good rapport with students.
3. Is reasonable, impartial, and consistent in dealing with students.
4. Maintains a pleasant and stimulating instructional environment.
5. Plans daily and long range work effectively.
6. Maintains adequate records.

IV. Knowledge of subject matter

1. Demonstrated knowledge of subject matter and skills of courses for grades taught.
2. Displays knowledge of curriculum teaching materials and methods.
3. Displays knowledge and utilizes the graded course of study.

V. Teaching Techniques and Instructional Skills

1. Encourages development of individual interests and goals.
2. Uses a variety of instructional materials and classroom activities.
3. Utilizes a variety of evaluative tools.
4. Displays skills in motivating students.

Definition of Terms

I. Personal Attitudes and Characteristics

1. Possesses emotional stability

- a. Accepts criticism or recognition constructively.
- b. Displays stable emotional behavior.
- c. Exhibits realistic expectations of self and others.
- d. Demonstrates a positive and a constructive outlook.

2. Takes initiative in meeting responsibility

- a. Complies with school routine and rules.
- b. Shows mature control in handling emergencies.
- c. Completes assigned duties.
- d. Operates effectively in absence of direct supervision.
- e. Exemplifies dependability.

3. Displays acceptable personal appearance

- a. Exhibits poise and good grooming.
- b. Maintains good general appearance.
- c. Dresses appropriately, avoids extremes in style.

4. Exhibits enthusiasm in dealing with the school community

- a. Uses contacts with parents, staff members and administrators to build strong working relationships.
- b. Takes an interest in community affairs.
- c. Utilizes community resources as opportunity permits.
- d. Effectively interprets the school program to the public as occasion permits.

5. Possesses effective communicative skills

- a. Speaks clearly, distinctly and correctly.
- b. Shows ability to encourage and to interpret student questions and communication (is a good listener).
- c. Exhibits correct written communication skills.

II. Professional Attitudes and Characteristics

1. Adheres to school board policies and regulations

- a. Understands and correctly applies policies and procedures to the school community.
- b. Expresses opinions of policy matters to the school administrator and supports final decisions.

2. Works with all personnel and accepts responsibility
 - a. Shares abilities and knowledge with fellow teachers.
 - b. Works cooperatively with other staff members and is tolerant of their ideas and methods.
 - c. Maintains confidentiality regarding student/staff data.
3. Exhibits behavior that is relatively free from religious, social and racial prejudices
4. Displays promptness and dependability
 - a. Is punctual and regular in attendance (regular school, and school related meetings).
5. Shows evidence of professional growth by involvement in one or more of the following areas:
 - a. Attends workshops, seminars, in-service, seeks out professional ideas and journals, shares ideas with peers, attempts to seek out effective classroom procedures, serving on committees.
 - b. Strives constantly to improve and be critical of his/her teaching skills.
 - c. Attempts to be aware of current trends in education.
6. Responds constructively to supervision
 - a. Responds willingly to suggestions for improvement.
 - b. Works effectively with administration/staff.

III. Classroom Management

1. Maintains effective classroom control
 - a. Develops an atmosphere of mutual respect and cooperation as evidenced by pupil-pupil, pupil-teacher interactions.
 - b. Uses constructive, effective and consistent methods of discipline.
 - c. Demonstrates the ability to handle most discipline problems.
2. Exhibits good rapport with students
 - a. Communicates openly and appropriately with students.
 - b. Seeks to understand pupil behavior before making evaluative judgments.
3. Is reasonable and is impartial in dealing with students
 - a. Shows reasonableness.
 - b. Deals with causes as well as inappropriate behavior.
 - c. Deals with behavioral problems on an individual basis.
 - d. Establishes rules and enforces those rules in classroom.

4. Maintains a pleasant and stimulating instructional environment
 - a. Attends to the physical conditions and comfort of the student.
 - b. Cares for equipment and materials under his/her charge.
 - c. Attempts to provide additional resource materials.
 - d. Provides effective housekeeping procedures.
 - e. Promotes a pleasant classroom atmosphere.
5. Plans daily and long range work effectively
 - a. Shows evidence of daily and future planning.
 - b. Develops lesson plans with expected student performance in mind.
 - c. Uses preparation time effectively.
6. Maintains adequate records
 - a. Maintains accurate, up-to-date, and legible records of pupil attendance.
 - b. Assigns grades consistent with school or departmental policies.
 - c. Gives students fair and understandable evaluation of their work through multiple criteria.
 - d. Respects the confidentiality of records.

IV. Knowledge of subject matter

1. Demonstrates knowledge of subject matter and skills of courses for grade(s) taught
2. Displays knowledge of curriculum, teaching materials and methods
 - a. Follows graded course of study.
 - b. Possesses adequate subject matter background.
 - c. Uses instructional vocabulary and materials suitable for students.

V. Teaching Techniques and Instructional Skills

1. Encourages development of individual interest and goals
 - a. Makes use of special services and facilities for those children whose needs cannot be adequately met in the classroom.
 - b. Stresses practical application of the material.
2. Uses a variety of instructional materials and classroom activities
 - a. Allows for flexibility in utilization of available educational resources such as: field trips, audio-visual aids, community resources, library materials.
 - b. Shows efficiency in operating AV equipment.
3. Utilizes a variety of evaluative tools
 - a. Uses multiple criteria for evaluation of students.
 - b. Evaluates L. D., EMR, S.B., etc. to the students' individual ability.
4. Displays skills in motivating students

TEACHER EVALUATION SUMMARY REPORT
JEFFERSON LOCAL SCHOOLS
WEST JEFFERSON, OHIO 43162

Last Name	First Name	Middle Initial	Date
From	To		
Duration of Observation			
School Building		Grade-Subject Taught	

TO THE TEACHER: Evaluation of teaching is a continuous constructive process for the improvement of the quality of instruction. This observation instrument is based on the evaluation of five major competency areas. The basic competency areas have been evaluated during the course of the school year.

TO THE BUILDING PRINCIPALS: Based on evidence observed, please write summary comments indicating the evaluation of this teacher in the competency areas described below. Please use short phrases. If written legibly in ink, it is not necessary to type. Any comments or suggestions for improvement may be listed on this form or written separately.

1. PERSONAL ATTITUDES AND CHARACTERISTICS: (Possesses emotional stability, takes initiative in meeting responsibilities, displays acceptable personal appearance, exhibits enthusiasm in dealing with the school community, possesses effective communicative skills.)

2. PROFESSIONAL ATTITUDES AND CHARACTERISTICS: (Adheres to school board policies and regulations, works with all personnel and accepts responsibility, exhibits behavior that is relatively free from religious, social and racial prejudices, displays promptness and dependability, shows evidence of professional growth, responds constructively to supervision.)
3. CLASSROOM MANAGEMENT; (Maintains effective classroom control, exhibits good rapport with students, is reasonable and is impartial in dealing with students, maintains a pleasant and stimulating instructional environment, plans daily and long range work effectively, maintains adequate records.

4. KNOWLEDGE OF SUBJECT MATTER; (Demonstrates knowledge of subject matter and skills of courses for grade(s) taught, displays knowledge of curriculum, teaching materials and methods.)

5. TEACHING TECHNIQUES AND INSTRUCTIONAL SKILLS: (Encourages development of individual interests and goals, uses a variety of instructional materials and classroom activities, utilizes a variety of evaluative tools, displays skills in motivating students.)

COMMENTS

COMMENTS MUST INCLUDE: Instrument used, length of time, and extenuating circumstances.

Teacher Comments

Principal Comments:

Teacher Comments:

Principal Comments:

I have examined and discussed this report with the principal.

____ Agree ____ Disagree

Teacher

Date

I have examined and discussed this report with the teacher.

____ Agree ____ Disagree

Principal

Date

B. Changes in Administrative Structure

The WJEA shall be officially notified of any proposed changes to the administrative structure which require Board approval, at least two (2) weeks prior to official Board action, in order that the Association have the opportunity to officially react to proposed changes prior to Board adoption.

In the event that a new superintendent is hired during the term of this contract, it shall be the responsibility of the W.J.E.A. to inform the incoming superintendent of the provisions of this section.

C. Posting of Vacancies

In order for the teachers of the Jefferson Local School District to achieve personal goals, all positions will be posted as soon as the administration is made aware (notified in writing) of said openings or vacancies.

Whenever a position (teaching, non-teaching and extra-curricular) in the school district becomes available, notification of such vacancies shall be posted in the principals' offices, teacher's lounges, and in writing to the President of the WJEA.

In the event that vacancies occur during the summer, all positions will be posted on the bulletin board in the Treasurer's office, which may be reviewed when monthly paychecks are picked up. Those checks to be mailed will include notification of vacancies. During the months of June, July, and August, all vacancies will be mailed to the WJEA President or his/her designee.

Vacancies will not be filled for a period of ten (10) days after the date of posting.

D. Teacher Supervisory and Reporting Responsibilities

Teachers will assist the school administrators in supervision responsibility for the restroom areas, hallways and other areas of the school buildings outside of the teachers' classroom.

However, it shall be the responsibility of the administrators to set a schedule of staff members having these responsibilities stating specific times and places teachers have these assignments. The administration shall make every effort to make such schedules equitably distributed as to teachers and as to the nature of the assignment(s).

The WJEA and the Board agree as follows:

1. At the secondary level, during the assigned thirty (30) minute duty-free lunch period and during any assigned conference/planning period(s) supplemental duties will either be voluntary or subject to a supplemental contract.

2. At the elementary level, during the thirty (30) minute duty-free lunch period, during the period when a teacher's total class is with a special area teacher, or during any other time when teachers have no regular assigned classroom duty, supplemental duties will either be voluntary or subject to a supplemental contract.
3. At both elementary and secondary levels, any duties outside the regular teacher work day shall either be voluntary or the subject of a supplemental contract.
4. All supplemental contracts under this provision shall be paid at the teacher's hourly rate. Said rate will be pro-rated according to the actual time worked. No teacher can be required to accept a supplemental contract for such duties to be performed during his/her lunch period.

Therefore:

- a. The Association and Board agree that teachers shall, under normal circumstances, be in the building fifteen (15) minutes prior to regularly scheduled school opening for children.
- b. The Association and Board agree that, under normal circumstances, teachers will remain in school at least fifteen (15) minutes beyond the regularly scheduled time of student dismissal.
- c. The Association and Board agree that, under normal circumstances, teachers shall obtain permission from their administrator in order to arrive at school later than the time in a. above or to leave school prior the time in b. above. However, teachers shall be free to leave school during their lunch period.
- d. The Association and Board agree that teachers will cooperate by being present at no more than two (2) regular building staff meetings per month scheduled for not more than one (1) hour duration as called by building principals as a part of their professional responsibilities contracted for. Teachers shall be given a minimum of twenty-four (24) hours notice of said meetings with an agenda provided by building principals in advance. It is further agreed that, under emergency situations, as determined by the Board of Education or school administration, building staff meetings may be scheduled as needed beyond the two regular building staff meetings per month.

E. Class Size

During the first two weeks of September each year, the building principal shall examine the class load of the building faculty. If, in the judgment of the building principal or the general building faculty, class enrollment adjustments are necessary, the following procedures shall be followed:

The maximum class load shall be no more than that recommended by the State Department of Education in the Minimum Standards. This guideline shall adhere whenever possible at all levels, K-12.

The intent of this policy is to resolve inequities which may occur or now exist in class size. It is not the intent of this policy to substantially alter existing class size policies or to treat the upper limits herein as required upper limits.

1. Elementary Guidelines K-5 (only)

These guidelines are to be applied within the total elementary program:

- a. All new students to the elementary grades shall be assigned, if possible, to the classroom in each building that has the smallest number of students.
- b. During the first two weeks of school, students may be transferred between classrooms at a grade level to equitably distribute class loads within a single building.
- c. In the event that class size in one building at a particular grade level exceeds twenty-eight (28) per classroom and the number per classroom in another building is averaging below twenty-five (25), children shall be considered for transfer to the other building with the lower number of students enrolled.
- d. In the event a class size may reasonably be expected to or does exceed twenty-eight (28) students for longer than ten (10) instructional days, but not to exceed thirty-three (33) students for said period, the Board shall employ an instructional aide to work under the supervision of the particular teacher(s) involved for no less than three (3) hours. Said employment of such aide shall be for the purpose of assisting the teacher with the additional effort, preparation, supervision, record keeping, etc.
- e. If the class size exceeds thirty-three (33) students, the Board shall employ an instructional aide as above for the full day.
- f. Any time a grade level exceeds twenty-five (25) students above State Standard loads, the Board shall employ an additional teacher.

2. Secondary Guidelines 6-12 (only)

- a. Regular duties of teachers at the 6-12 grade levels shall include a maximum pupil instructional load of 150 students per day.
- b. Student assignments in excess of 150 students per day shall be considered a problem to be handled by the building principal and the faculty member(s) involved for working out a change in student assignments.
- c. If the problem cannot be handled by the building principal to the satisfaction of the teacher, the Superintendent shall then be informed and asked to help resolve the student load situation.

- d. The Superintendent will meet with the building principal and teacher(s) and examine all possible solutions and decide upon the best course of action, recognizing the financial and structural restraints of the secondary school(s) involved.
- e. If the Superintendent cannot arrive at a satisfactory solution with the aid of the building principal and teacher(s) involved, the he/she shall inform the Board of Education of all reasonable alternatives previously considered and ask for formal board consideration of this matter within the constraints and financial ability of the school district to relieve the class size situation.
- f. The Board of Education shall study all reasonable alternatives including consideration for employment of either an additional instructional aide and/or teacher for the purpose of reducing the class size situation.

3. Activity-Type Classes

Teachers of activity-type classes such as typewriting, physical education, music, etc., shall have class loads which do not exceed these guidelines by more than 10%. Classes held in laboratory type settings shall, in addition to the above, be limited to the number of work stations available in the room. Special classes for emotionally, physically and/or mentally handicapped shall be limited by State Standards.

F. In-service Programs

All certificated staff shall attend in-service programs provided by the Board of Education. A committee shall be established to plan these programs. This committee shall consist of three (3) members of the administrative staff and three (3) members of the W.J.E.A. representing each instructional level. These programs shall consist of a minimum of twelve (12) hours and a maximum of eighteen (18) hours for in-service (said in-service to be determined by the in-service committee); however, one full day of in-service shall be built into the calendar plus one full day of in-service shall be built into the calendar as an optional day.

The building principal may excuse any staff member from building level in-service upon proper written request.

G. Calendar

There shall be an Advisory Calendar Committee established which shall consist of one (1) administrator, one (1) teacher, one (1) non-teaching employee, one (1) parent, and one (1) board member. This committee shall function in an advisory capacity to the Superintendent of Schools and the Board of Education. The teacher serving on the committee shall be appointed by the WJEA. The initiation of the calendar development shall be on February 1st of each year. The calendar shall be adopted at the regular March board of education meeting.

B. Implementation and Duration

1. This contract shall be effective January 1, 1985, and shall continue in full force and effect through December 31, 1987, except as provided in the Negotiations Procedural Agreement.
2. The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this contract and with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed, or unless otherwise provided for elsewhere in this contract.
3. Provisions in this contract shall supersede any related rules, regulations and procedures. All prior negotiated agreements not contained in this contract are null and void.
4. Upon adoption and ratification of this contract by the Association and the Board, it shall become binding on all parties.
5. If any provision(s) of this contract shall be found contrary to law, then this provision(s) shall be deemed invalid, except to the extent permitted by law, but all other provisions herein shall continue in full force and effect. In the event it is determined that a section(s) of this Contract is contrary to law, this shall be reason for the reopening of negotiations on that section(s).

6. In witness whereof the parties have caused this contract to be executed on the day and year first mentioned above.

WEST JEFFERSON EDUCATION ASSOCIATION

WEST JEFFERSON BOARD OF EDUCATION

President Date

President Date

Vice-President

Superintendent

Recording Secretary

Treasurer

Treasurer