

MASTER CONTRACT

BETWEEN THE

JEFFERSON LOCAL BOARD OF EDUCATION

AND THE

WEST JEFFERSON EDUCATION ASSOCIATION/OEA/NEA

JULY 1, 1988 THROUGH JUNE 30, 1991

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 within the staff is necessary for the best education of the children, the parties agree that:

1. The Board of Education, under law, has the final responsibility for establishing its policies.
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.

B. RECOGNITION

The Jefferson Local Board of Education hereby recognizes for the purpose of professional negotiations the West Jefferson Education Association/OEA/NEA (hereinafter referred to as the Association.) This Association shall be the sole and exclusive negotiating agent for all certificated personnel (except, casual day-to-day substitutes, supervisors as defined in statute 4117.01 (F) and management level personnel as defined in statute 4117.01 (K) of the Ohio Revised Code, presently employed or who will be employed by the Board of Education during the term of this Collective Bargaining Agreement.

C. SCOPE OF NEGOTIATIONS

The scope of bargaining between the Board of Education and the Association shall be established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 (A) states that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the West Jefferson Education Association and the Board of Education of the Jefferson Local School District.

D. NEGOTIATIONS PROCEDURES

1. Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Representation shall be

limited to four (4) representatives each of the Board team and the Association team. The parties may call upon professional and lay consultants to assist in all negotiations provided there shall be no more than two (2) such consultants from each side present at any one session.

2. Submission of Issues

A mutually acceptable meeting date for the purpose of opening negotiations will be established between ninety (90) and one-hundred twenty (120) days prior to the expiration of the Master Contract. At this first meeting, all issues proposed by the Association shall be submitted to the representative(s) of the Board in writing. Following submission of the Association issues, the Board shall submit in writing any issues it wishes to negotiate to the Association representative(s) at this initial meeting. No additional issues shall be submitted by either party following this exchange. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

3. Negotiations Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both deal openly and fairly with each other on all matters. Following the initial meeting, as described in paragraph 2. above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours except by mutual agreement and shall be held at a time other than the regular school day unless otherwise agreed.

4. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time for caucus.

5. Progress Report

The parties agree that during the period of negotiations, information shall be released to the press only by head negotiators, in concert, and initialed by both.

6. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

7. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed total agreement shall be reduced to writing as a

tentative agreement and submitted to the Association and the Board for approval. The Association shall take action on the tentative agreement within fifteen (15) days, and the Board shall approve the tentative agreement within fifteen (15) days of approval by the Association. When approved by both parties, the Agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties.

8. Resolving Differences

In the event agreement is not reached thirty (30) days prior to expiration of the collective bargaining agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days then the Association and the Board of Education shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation service mutually agreed upon by both parties.

The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

In the event that agreement is not reached ten (10) days prior to the expiration of the existing agreement, then the Association shall have the right to notify the Board of Education and the State Employment Relations Board (SERB) of their right to strike as governed by Ohio Revised Code Statute 4117, and shall have the right to strike at the expiration of the contract provided no agreement is reached.

9. Amendments

- a. This Negotiations Procedural Agreement is subject to amendment by utilizing its provisions.
- b. 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. STATEMENT 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 bargaining unit member 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 bargaining unit members.
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 bargaining unit member or group of bargaining unit members 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 bargaining unit member is an organizational consultant, he/she shall be the only official representative of the recognized bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 certified staff.

D. INFORMAL PROCEDURE

Either the bargaining unit member 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 bargaining unit member 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. No unit member shall have his/her contract non-renewed or terminated for reasons listed above.

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. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, 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 bargaining unit members 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 bargaining unit member 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 bargaining unit member so affected may elect to displace a bargaining unit member 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 bargaining unit member 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.

- B. The names of bargaining unit member whose contracts are suspended in a reduction of force will be placed on a recall list for two (2) years from the date of reduction. Bargaining unit member on the recall list will have the following rights:
1. No new bargaining unit member will be employed by the Board while there are bargaining unit members on the recall list who are certified for the vacancy.
 2. Bargaining unit members 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 bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. All bargaining unit members 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 bargaining unit member 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 bargaining unit member is on the recall list.
 5. A bargaining unit member has the right to be placed on the substitute list.
 6. A bargaining unit member 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. Bargaining unit members 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 bargaining unit members whose contracts are to be suspended, and each affected bargaining unit member shall be notified by the Board.
- F. The Administration will provide letters of recommendation for bargaining unit members 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 bargaining unit members and should be embodied in every type of contractual agreement between the Board and the bargaining unit member

B. NEW EMPLOYEES

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

C. 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.

D. Limited contracts issued after the effective date of this Agreement to all members of the bargaining unit who do not qualify for a continuing contract shall have the following duration:

- | | |
|----------------------------------|---------|
| 1. First Contract | 1 Year |
| 2. Second Contract | 2 Years |
| 3. Third Contract and thereafter | 3 Years |

E. A bargaining unit member who becomes eligible for a continuing contract during the term of a multi-year limited contract shall be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code.

F. NON-RENEWAL OF LIMITED CONTRACTS

1. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the bargaining unit member, a written notification of the intent of the Superintendent to recommend to the Board of Education that the bargaining unit member will not be re-employed at the expiration date of the limited contract.

Reasons for the decision to non-renew must be stated in the letter. Evaluation data or other information in support of the recommendation will be made available to the bargaining unit member or designated representative upon request.

- a. In the event that the bargaining unit member desires a meeting with the Board, the bargaining unit member shall deliver or cause to be delivered, a written request to the Treasurer of the Board and Superintendent.
 - b. The Board will give the bargaining unit member at least twenty-four (24) hours written notice of the date, time and place of the meeting.
 - c. The meeting shall be of private nature and shall be conducted in executive session of the Board.
 - d. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by a representative(s).
2. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board.
3. When considering bargaining unit members for their fourth (4th) and succeeding contracts, the Board may non-renew a bargaining unit member only for just cause.

ARTICLE V

SALARY AND FRINGE BENEFITS

A. SALARY AND INDEX

1. The base salary (Step 0) on the Index attached as Appendix 'A' shall be as follows:
 - a) July 1, 1988 through June 30, 1989 shall be \$15,625.
 - b) July 1, 1989 through June 30, 1990 shall be \$16,350.
 - c) July 1, 1990 through June 30, 1991 shall be \$17,100.

Provided, however, that the beginning base salary shall not be less than that established for the state minimum salary schedule.

B. PAYROLL PRACTICES

1. Pay Plan

Twelve (12) equal installments, September through August. Payments will be made of the twenty-second (22nd) of each month.

2. Practices

- a. Deductions for any authorized deductions (other than payroll deductions for professional associations,, United Way, and political contributions) will be calculated and deducted in equal installments.
- b. During the school term, salary checks shall be issued no later than 10:00 A.M. on the appropriate dates applicable each month, except when a holiday falls within the four (4) business days prior to the pay date, then the checks shall be issued no later than the end of the school day. When a pay date falls on a Saturday, Sunday, or holiday, school or bank holiday, the salary checks shall be issued the last work day preceding the regular pay date. Salary checks shall be enclosed in an envelope and shall not be shown to others by those responsible for their distribution.
- c. During the summer months, salary checks shall be sent by First Class mail as that normal delivery will provide that the staff member will receive his/her check on the appropriate date each applicable month.

A bargaining unit member may waive this provision by giving notice to the Board's Treasurer that he/she will be picking up the salary check(s) at the school district's Central Office.
- d. All payroll deductions shall be transmitted to the receiving agency or institution within fifteen (15) days of pay day.

e. Direct Deposit

Each bargaining unit member will have the option of having his or her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system. Members desiring to begin or discontinue direct deposit must notify the Treasurer during the month of September of each year.

3. Credit for Experience

- a. Credit shall be given for military service in accordance with the Ohio Revised Code.
- b. Full credit shall be given for all years of prior teaching experience.

4. Column Placement

- a. BA+15 and 150 hours - graduate or undergraduate semester hours regardless of when earned, effective for those hired after the signed date of this Contract.
- b. MA+15 and MA+30 - graduate or undergraduate semester hours earned after the awarding of the MA.
- c. Bargaining unit members who qualify for a column placement advance shall receive the advancement at the next semi-annual pay increase.

5. Hourly Rate

- a. Tutors shall be placed on the salary schedule, Step 0, based on their training and experience. An hourly rate shall be based on this step, pro-rated on the workday. All fringe benefits shall also be pro-rated.
- b. Tutors shall be paid for all scheduled hours, regardless of student attendance.

C. DUTY-FREE LUNCH PERIOD

Bargaining unit members shall receive a minimum of a thirty-minute uninterrupted, duty-free lunch period each working day. Bargaining unit members shall not be required to take assignments during their lunch period nor during their scheduled conference and planning periods.

D. SCHOOL IMPROVEMENT ACTIVITIES

Bargaining unit members 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 bargaining unit members to voluntarily contribute to the overall decision-making process of the district.

E. COURSE WORK COMPLETION

Bargaining unit members 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.

F. SUBSTITUTE TEACHING COMPENSATION FOR BARGAINING UNIT MEMBERS

Bargaining unit members who substitute during their conference/planning period shall be at the rate of \$11.50 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.

G. 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 Dir.	.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'	.10	.11	.12	.13	.14	.15
	Wrestling						
	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 (2)						
	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						

	<u>Years</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
V.	Freshman Asst. Boys' Football 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 Future Problem Solving (5)	.06	.07	.08	.09	.10	.11
VI.	H.S. Asst. Boys' Baseball 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 (2) Norwood-Frey Elementary Safety Patrol M.S. Asst. Girls' Basketball M.S. Asst. Girls' Volleyball	.04	.05	.06	.07	.08	.09
VII.	H.S. Yearbook Accountant H.S. Student Council Advisor M.S. Yearbook M.S. Newspaper Class Advisor M.S. Cheerleading Basketball Assistant	.02	.03	.04	.05	.06	.07
VIII.	Ski Club Elementary Musicals (Music Teacher K-5 Per Musical) Fifth Grade Spelling Contest Advisor (2) Fifth Grade Math Contest Advisor (2) M.S. Math Contest Advisor (2) F.H.A. (2) M.S. Spelling Advisor	.03 of Yearly Base (No steps per buildi					
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 seven (7) 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.

H. EXTENDED SERVICE

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

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

I. SEVERANCE PAY

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 240 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

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."

J. PAYMENT FOR COLLEGE/UNIVERSITY EXPENSES

The Board of Education shall pay seventy-five dollars (\$75) per quarter hour or one hundred twelve dollar and fifty cents (\$112.50) per semester hour provided the course work is within the bargaining unit member's area of certification or in the field of education, up to a maximum for the bargaining unit of 270 quarter hours or 180 semester hours. The hours are to be divided into 65 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. Each bargaining unit member is limited to four (4) courses per year. The Superintendent may, at his/her discretion, authorize additional hours for a bargaining unit member(s).

A written response shall be forwarded to bargaining unit members within fourteen (14) days of the receipt of the request, indicating approval or disapproval of course work.

Bargaining unit members shall receive their reimbursement check within thirty (30) days following the submission of transcript to the Treasurer of the Board.

K. FRINGE BENEFITS

The fringe benefit package for bargaining unit members shall include the following offered in a cafeteria style:

1. Life Insurance

- a. For bargaining unit members on Steps 0-5 - \$15,000.
- b. For bargaining unit members on Steps 6-10 - \$25,000.
- c. For bargaining unit members on Step 11 and above - \$40,000.

2. Major Medical/Basic Hospitalization

\$50.00 single deductible.

\$100.00 family deductible.

3. Prescription Drug

The Board shall administer a self-funded program with a \$2.00 deductible and drug card with prescriptions filled through one drug chain.

4. Dental Insurance

5. Optical Insurance

- a. \$10.00 per person deductible for exam.
- b. Lenses and frames every 24 months.
- c. Full coverage for necessary contact lenses.
- d. \$60.00 cosmetic contact lens allowance.

In all cases, the coverage for the above immunerated insurance shall be equal to or greater than those coverages in effect during calendar 1987.

6. Payment of Premiums

Bargaining unit members choosing to enroll in any of the insurance coverages provided herein shall pay the following monthly amounts towards such coverages:

<u>Insurance Plan</u>	<u>Family</u>			<u>Individual</u>		
	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>
Major Medical	\$21.00	\$21.00	\$21.00	\$10.50	\$10.50	\$10.50
Dental	\$ 5.00	\$ 5.00	\$ 5.00	\$ 2.50	\$ 2.50	\$ 2.50
Life	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$. 0.00	\$ 0.00
Vision	<u>\$ 4.00</u>	<u>\$ 4.00</u>	<u>\$ 4.00</u>	<u>\$ 2.00</u>	<u>\$ 2.00</u>	<u>\$ 2.00</u>
TOTAL	\$30.00	\$30.00	\$30.00	\$15.00	\$15.00	\$15.00

7. Change of Carriers

The Board may change carriers for any of the coverages listed in 1. thru 5. above provided that the coverage is equal to or greater than that in effect on January 1, 1988.

L. STATE TEACHERS RETIREMENT SYSTEM (STRS)

1. The Board shall make available to certificated staff members the STRS pick-up.
2. 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.
3. Certificated staff members are individually responsible for reviewing the relationship between the pick-up and their other tax deferred arrangements, if any.

- M. As a further incentive for Professional Growth other than attendance in a classroom setting, an annual allowance of twenty-five dollars (\$25) for books and materials that are relevant to the teaching position shall be provided to each bargaining unit member.

ARTICLE VI

LEAVES OF ABSENCE

A. SICK LEAVE

Each bargaining unit member shall be granted one and one-half (1 1/2) days sick leave for each complete month of employment. Sick leave shall accumulate during active employment on a continuous year to year basis. Maximum sick leave accumulation shall be 240 days.

An employee new to the school system may transfer accumulated sick leave from a previous position. It will be the bargaining unit member's responsibility to see the transfer is made.

Bargaining unit members 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.

When a bargaining unit member has exhausted all of his/her accumulated sick leave and additional days are still needed then he/she may request through the Association that the additional days be transferred from other bargaining unit members accumulated sick leave. The Association President shall submit the request to a committee comprised of the following positions: the building administrator, Association President, and the PTA President. This committee will review the request and make a determination of acceptance or denial based upon criteria established by this committee. Upon approval of any request, the committee shall notify, in writing, the Treasurer of the Board; the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board Treasurer to transfer the days.

Use of Sick Leave

Bargaining unit members may use sick leave for absence due to personal illness, maternity reasons, injury, exposure to contagious disease which could be communicated to students or other employees, and illnesses, injury, or death in the bargaining unit member's immediate family. Notwithstanding the foregoing, up to five (5) days of sick leave shall be unrestricted and no reason need be given.

Bargaining unit members shall be required to furnish a written, signed statement on forms prescribed by the 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.

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.

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 bargaining unit member.

Cumulative Sick Leave

Bargaining unit members shall be compensated for unused sick leave under either of the two (2) plans listed below:

A. PLAN ONE

A bargaining unit member may elect to maintain his/her current sick leave accumulation shall be accumulated to a maximum of 240 days.

B. PLAN TWO

A bargaining unit member may elect to be compensated for accrued and unused sick leave if he/she has accumulated thirty-six (36) days or more of unused sick leave by September 1 of the current year and has used no more than five (5) days in the current school year.

- 1) Each eligible bargaining unit member shall submit a signed voucher provided by the Treasurer requesting payment for all unused sick leave between July 1 and June 30 of that year.
- 2) Unused sick leave days accumulated between July 1 and June 30 will be reported in the paycheck and will be paid in the July check of that year.
- 3) Not later than July 30, the Treasurer shall remit to each bargaining unit member a sick leave check equal to unused sick leave days for that year times twenty-five percent (25%) of his/her regular daily pay.
- 4) Failure to submit a voucher by June 30 of each year will indicate a choice to accumulate the sick leave days.
- 5) All days purchased by the Board shall be removed from the individual's total sick leave accumulation.

This section shall supersede Section 3319.141 of the Ohio Revised Code.

Illness Leave

A bargaining unit member 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 bargaining unit member's position on the salary schedule, seniority or sick leave provided the bargaining unit member 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 bargaining unit member's residence provided that the bargaining unit member has accumulated sick leave credit. Such days shall be deducted from the accumulated sick leave credited to the bargaining unit member.

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.

B. 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.

C. 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

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.

E. ASSAULT LEAVE

Certificated employees shall be granted leave for recuperation in case of physical/psychological assault on their person by student or adult while on approved school business. The number of days needed shall be documented by a physician upon return to duty.

Such leave shall not be subtracted from the bargaining unit member's accumulated sick leave, nor shall the leave be counted as absence when determining accumulated sick leave.

F. SABBATICAL LEAVE

1. Sabbatical leave will be made available to bargaining unit members in the following criteria:
 - a. The bargaining unit member 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 leave is subject to approval by the Board.
 - 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 1-c., a teacher may then return from sabbatical leave and be reinstated in the same capacity they had when they requested the leave or an

equivalent position. The bargaining unit member shall also be reinstated on the same salary and benefit schedule according to years of experience and training.

4. After five (5) years in the Jefferson Local Schools, a qualified bargaining unit member may request a sabbatical leave any year. Once the leave has been granted, a bargaining unit member may apply again for a similar leave after five (5) years in the Jefferson Local School District.
5. A sabbatical leave shall not exceed one (1) year in duration.
6. A bargaining unit member 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 bargaining unit member 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 to be liable to the Board for reimbursement of all partial salary payments made under this provision.

G. 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.

H. 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 bargaining unit member 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.

I. 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.

J. ASSOCIATION LEAVE

The Association President and/or his/her designee(s) shall be granted three (3) days Association Leave per year.

ARTICLE VII

WORKING CONDITIONS AND EMPLOYMENT PRACTICES

A. 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.

The Board and Association agree to establish a joint committee for the purpose of reviewing our teacher evaluation program with emphasis on the instrument of evaluation, the frequency of evaluations, and the appropriate criteria for evaluation. Recommendations, if any, shall be submitted to the Board and Association.

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.

Concept to help improve student learning due to changes in the bargaining unit member's behavior.

The assumption that every bargaining unit member can improve and that most want to improve.

The instrument is the evaluation system which shall be used throughout the system that will cause consistency of all of our certified staff. It is to be used in a positive and constructive manner to help us all improve for the benefit of each boy and girl that we serve in the Jefferson Local Schools.

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 bargaining unit members will have access to and can use all the information.

Through an open approach, apprehension about evaluation is unnecessary and the bargaining unit member 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 bargaining unit members 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 bargaining unit member. 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 bargaining unit member that a formal observation will be held. The administrator will observe a complete lesson. Notes will be taken regarding bargaining unit member behavior, student behavior and classroom interaction.

3. POST-CONFERENCE

A post-conference will be held as soon as possible following the bargaining unit member 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 in the school system.

A formal evaluation will be held for every first year bargaining unit member. 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 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. MORE THAN TWO (2) YEARS SERVICE in the school system.

Bargaining unit members 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 bargaining unit member 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 bargaining unit member or department member may observe. Strengths and weaknesses should be identified and documented.

b. Video Tape Observation

Bargaining unit members may contact the audio-video director or a fellow bargaining unit member to tape a class. The tape will be reviewed by the bargaining unit member or selected bargaining unit members 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 bargaining unit member 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 bargaining unit member 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 bargaining unit members evaluate their performance in certain subject areas.

f. Other

Other evaluative tools may be used which are acceptable to both administrators and bargaining unit members.

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

- a. Bargaining unit member 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. CONTINUING CONTRACTS

Bargaining unit members 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 BARGAINING UNIT MEMBERS

Transferring bargaining unit members 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. Bargaining unit members 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 bargaining unit member may request a second evaluation. This is the bargaining unit member'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 bargaining unit members.

- 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 BARGAINING UNIT MEMBER: Evaluation 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 bargaining unit member 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.

Bargaining Unit Member Comments

Principal Comments:

Bargaining Unit Member Comments:

Principal Comments:

I have examined and discussed this report with the principal.

____ Agree ____ Disagree

Bargaining Unit Member

Date

I have examined and discussed this report with the bargaining unit member.

____ 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.

C. VACANCIES AND TRANSFERS

1. Voluntary and Involuntary

Transfers may be made at the request of the bargaining unit member; or upon the initiative of the Superintendent. Requests for transfers must be renewed each year.

2. Posting of Unit/Non-Unit Vacancies

If any position is created or becomes vacant and can be filled by a unit member holding proper certification, procedures for notifying staff shall be as follows:

a) A position is considered vacant when:

- 1) An employee dies.
- 2) An employee resigns.
- 3) An employee retires.
- 4) An employee is terminated.
- 5) An employee is transferred.
- 6) An employee is promoted.
- 7) A new position is created.
- 8) An employee's disability leave extends beyond its designated limitations.

b) Notification of vacancies shall be forwarded within five (5) working days to:

- 1) Association President.
- 2) All unit members. (Vacancies shall be posted and prominently displayed in a location where all members will be assured of notification.)
- 3) All unit members on leave of absence (to be notified by mail).

c) Vacancies which occur during holidays or summer will be mailed to all unit members listed in items B. 1, 2, and 3.

d) Notification of vacancies shall include the following:

- 1) Positions available.
- 2) Qualifications and requirements for the job.
- 3) Deadline for application.
- 4) Effective starting date.
- 5) Any additional pertinent information.

e) Nothing in this section shall require the filling of any position.

3. Transfer Procedures

- a) Unit members shall have ten (10) days from receipt of notification of vacancies to apply for positions posted.
- b) Transfers shall be made on a voluntary basis insofar as is possible.
- c) All transfers shall be made in a fair and equitable manner and shall not be arbitrary or capricious.
- d) Vacant positions may be filled from outside the bargaining unit only if no qualified applicants apply from within the unit.

D. BARGAINING UNIT MEMBER SUPERVISORY AND REPORTING RESPONSIBILITIES

Bargaining unit member will assist the school administrators in supervision responsibility for the restroom areas, hallways and other areas of the school buildings outside of the bargaining unit member's 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 bargaining unit members have these assignments. The administration shall make every effort to make such schedules equitably distributed as to bargaining unit members and as to the nature of the assignment(s).

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 bargaining unit member's total class is with a special area teacher, or during any other time when bargaining unit members 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 bargaining unit member 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 bargaining unit member's hourly rate. Said rate will be pro-rated according to the actual time worked. No bargaining unit member can be required to accept a supplemental contract for such duties to be performed during his/her lunch period.

E. SCHOOL DAY AND SCHOOL YEAR

1. The bargaining unit member day shall not be longer than seven (7) hours inclusive of lunch.
2. The bargaining unit member year shall be 185 days.
3. Bargaining unit members shall normally not be required to arrive earlier than fifteen (15) minutes before the start of the student day nor remain longer than fifteen (15) minutes after the end of the student day.
4. Bargaining unit members shall obtain permission from their administrator in order to arrive or leave earlier than the fifteen (15) minutes cited above. However, bargaining unit members shall be free to leave school during their lunch period.
5. Bargaining unit members will be 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. Bargaining unit members 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 (2) regular building staff meetings per month. Such emergency meetings shall not exceed three (3) per year.

F. CLASS SIZE

1. Elementary School

Classes which exceed twenty-nine (29) pupils on October 15 will be reduced so that no class will exceed twenty-nine (29) pupils except that if the bargaining unit member and principal agree, a given class may exceed twenty-nine (29) pupils as an alternative to reorganization of the classes within the school building. Pupils enrolling after October 15 will be assigned to that class within the building which has the least number of pupils. At the end of the second and third grading period, any class having more than thirty (30) pupils will be reduced in size to thirty (30) or less, unless the bargaining unit member and principal agree otherwise.

2. Middle School

Classes which exceed thirty (30) pupils on October 15 will be reduced so that no class will exceed thirty (30) pupils except that if the bargaining unit member and principal agree, a given class may exceed thirty (30) as an alternative to the reorganization of classes within the school building.

Pupils enrolled after October 15 will be assigned to that class within the building which has the least number of pupils. At the end of the second, third and fourth grading periods, any class having more than thirty (30) pupils will be reduced in size to thirty (30) or less, unless the bargaining unit member and principal agree otherwise. Middle school classes will be structured so that no teacher will have more than 160 students per day.

3. High School

Classes which exceed thirty-three (33) pupils on October 15 will be reduced so that no class will exceed thirty-three (33) pupils, except that if the bargaining unit member and the principal agree, a given class may exceed thirty-three (33) pupils as an alternative to reorganization of the classes within the given school. Pupils enrolling after October 15 will be assigned to that class within each appropriate area having the fewest number of pupils. At the end of the second, third and fourth grading periods, any class having more than thirty-three (33) pupils will be reduced in size to thirty-three (33) or less unless the bargaining unit member and principal agree otherwise. High school classes will be structured so that no teacher will have more than 160 students per day.

4. For purposes of this section, "pupil" does not include special education pupils mainstreamed into elementary classes for less than fifty per cent of the teacher's instructional time. "Class" includes only those regular classes assigned to a single teacher which, by reason of the nature of the subject matter, are subject to limitation as to size.
5. The teacher maximum pupil load and class size limits do not apply to teachers of physical education, musical performance classes and classes where enrollment is subject to permission of the instructor.
6. Teachers in grades 6-12 shall be guaranteed at least one (1) period per day for planning purposes.
7. No teacher in grades 6-12 shall be required to have more than three (3) preparations per day.
8. This provision will be first effective for the 1988-89 school year.

G. INSERVICE 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.

H. CALENDAR

There shall be an Advisory Calendar Committee established which shall consist of one (1) administrator, one (1) bargaining unit member 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 bargaining unit member 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.

ARTICLE VIII

PERSONNEL FILES

- A. The official personnel file of each bargaining unit member shall be confidential and shall be maintained in the office of the Board.
- B. A bargaining unit member shall have access to his/her personnel file upon request. A representative of a bargaining unit member shall have access to said unit member's personnel file when said unit member requests such access in writing to the Superintendent of his/her designee.
- C. Access to the personnel file of a bargaining unit member by others shall be limited to Board members, Central Office administrators, immediate building principal,, administrators directly supervising the affected bargaining unit member, other administrators considering that unit member for possible transfer or promotion, or the designee of the unit member.
- D. At no time, under any circumstances,, shall the personnel file of a bargaining unit member be opened to the public.
- E. A bargaining unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.
- F. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the unit member shall not be placed in a bargaining unit member's personnel file.
- G. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, untimely, inappropriate, and/or inaccurate. The unit member shall have the right to request that the obsolete, untimely, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the bargaining unit member shall have the right to initiate a grievance at Level III.

ARTICLE IX

IMPLEMENTATION AND DURATION

- A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.
- B. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy(ies) or practice(s) then the terms of this Agreement shall prevail.
- C. The printing and distribution of the Master Contract shall be provided at Board expense.
- D. The duration of this Agreement shall be as of 12:01 A.M. on July 1, 1988 through midnight June 30, 1991.

In witness whereof, we affix our signatures on this _____ day of _____, 19____.

For the West Jefferson Education
Association/OEA/NEA

For the Jefferson Local Board of
Education

President

President

JEFFERSON LOCAL SCHOOL DISTRICT

SALARY SCHEDULE INDEX

<u>STEP</u>	<u>BACH</u>	<u>BA+15</u>	<u>150. HR</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.0000	1.0450	1.0900	1.1350	1.1800	1.2250
1	1.0450	1.0900	1.1350	1.1800	1.2250	1.2700
2	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150
3	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600
4	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050
5	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500
6	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950
7	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400
8	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850
9	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300
10	1.8100	1.8550	1.9000	1.9450	1.9900	2.0350

FLAT RATE LONGEVITY STEPS:

20	550.00	550.00	550.00	550.00	550.00	660.00
25	550.00	550.00	550.00	660.00	660.00	660.00
30	550.00	660.00	660.00	660.00	660.00	660.00

JEFFERSON LOCAL SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Effective: July 1, 1988

<u>STEP</u>	<u>BACH</u>	<u>BA+15</u>	<u>150 HR</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
0	15,625	16,328	17,031	17,734	18,438	19,141
1	16,328	17,031	17,734	18,438	19,141	19,844
2	17,031	17,734	18,438	19,141	19,844	20,547
3	17,734	18,438	19,141	19,844	20,547	21,250
4	18,438	19,141	19,844	20,547	21,250	21,953
5	19,141	19,844	20,547	21,250	21,953	22,656
6	19,844	20,547	21,250	21,953	22,656	23,359
7	20,547	21,250	21,953	22,656	23,359	24,063
8	21,250	21,953	22,656	23,359	24,063	24,766
9	21,953	22,656	23,359	24,063	24,766	25,469
10	23,359	24,063	24,766	25,469	26,172	26,875
11	24,063	24,766	25,469	26,172	26,875	27,578
12	24,766	25,469	26,172	26,875	27,578	28,281
13	25,469	26,172	26,875	27,578	28,281	28,984
14	26,172	26,875	27,578	28,281	28,984	29,688
15	26,875	27,578	28,281	28,984	29,688	30,391
16	28,281	28,984	29,688	30,391	31,094	31,797

FLAT RATE LONGEVITY STEPS:

20	28,831	29,534	30,238	30,941	31,644	32,457
25	29,381	30,084	30,788	31,601	32,304	33,117
30	29,931	30,744	31,448	32,261	32,964	33,777

JEFFERSON LOCAL SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Effective: July 1, 1989

<u>STEP</u>	<u>BACH</u>	<u>BA+15</u>	<u>150 HR</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
0	16,350	17,086	17,822	18,557	19,293	20,029
1	17,086	17,822	18,557	19,293	20,029	20,765
2	17,822	18,557	19,293	20,029	20,765	21,500
3	18,557	19,293	20,029	20,765	21,500	22,236
4	19,293	20,029	20,765	21,500	22,236	22,972
5	20,029	20,765	21,500	22,236	22,972	23,708
6	20,765	21,500	22,236	22,972	23,708	24,443
7	21,500	22,236	22,972	23,708	24,443	25,179
8	22,236	22,972	23,708	24,443	25,179	25,915
9	22,972	23,708	24,443	25,179	25,915	26,651
10	24,443	25,179	25,915	26,651	27,386	28,122
11	25,179	25,915	26,651	27,386	28,122	28,858
12	25,915	26,651	27,386	28,122	28,858	29,594
13	26,651	27,386	28,122	28,858	29,594	30,329
14	27,386	28,122	28,858	29,594	30,329	31,065
15	28,122	28,858	29,594	30,329	31,065	31,801
16	29,594	30,329	31,065	31,801	32,537	33,272

FLAT RATE LONGEVITY STEPS:

20	30,144	30,879	31,615	32,351	33,087	33,932
25	30,694	31,429	32,165	33,011	33,747	34,592
30	31,244	32,089	32,825	33,671	34,407	35,252

JEFFERSON LOCAL SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Effective: July 1, 1990

<u>STEP</u>	<u>BACH</u>	<u>BA+15</u>	<u>150 HR</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
0	17,100	17,870	18,639	19,409	20,178	20,948
1	17,870	19,639	19,409	20,178	20,948	21,717
2	19,639	19,409	20,178	20,948	21,717	22,487
3	19,409	20,178	20,948	21,717	22,487	23,256
4	20,178	20,948	21,717	22,487	23,256	24,026
5	20,948	21,717	22,487	23,256	24,026	24,795
6	21,717	22,487	23,256	24,026	24,795	25,565
7	22,487	23,256	24,026	24,795	25,565	26,334
8	23,256	24,026	24,795	25,565	26,334	27,104
9	24,026	24,795	25,565	26,334	27,104	27,873
10	25,565	26,334	27,104	27,873	28,643	29,412
11	26,334	27,104	27,873	28,643	29,412	30,182
12	27,104	27,873	28,643	29,412	30,182	30,951
13	27,873	28,643	29,412	30,182	30,951	31,721
14	28,643	29,412	30,182	30,951	31,721	32,490
15	29,412	30,182	30,951	31,721	32,490	33,260
16	30,951	31,721	32,490	33,260	34,029	34,799

FLAT RATE LONGEVITY RATES:

20	31,501	32,271	33,040	33,810	34,579	35,459
25	32,051	32,821	33,590	34,470	35,239	36,119
30	32,601	33,481	34,250	35,130	35,899	36,779