

MASTER CONTRACT

between the

JEFFERSON LOCAL BOARD OF EDUCATION

and the

WEST JEFFERSON EDUCATION ASSOCIATION/OEA/NEA

July 1, 1994, through June 30, 1995

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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 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 having less than 120 days in the same position, 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 shall 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 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. Good Faith

All sessions of the negotiation meetings shall be in "good faith." Good faith requires the parties to make a sincere effort to reach agreement upon matters under consideration, but requires neither party to agree nor to make a concession. The parties agree to grant to their respective representatives the power and authority necessary to negotiate within the spirit of these provisions on the matters under consideration.

10. Amendments

- a. This Negotiations Procedural Agreement is subject to amendment by utilizing its provisions.
- b. If any provision(s) of this Agreement be 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 of a 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(ies) 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. Resolvment 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 needing to be informally resolved. Time and date shall be noted.

E. FORMAL PROCEDURE

Level I - Administration

A copy of the written grievance shall be submitted on the approved form to the aggrieved's immediate administrator within fifteen (15) 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. Both the aggrieved and 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 determines 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 (2) 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.
 - 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 his/her 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 the first day of school for the coming school year.
- B. The names of bargaining unit members 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 members 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 his/her 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.

- C. 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.
- D. 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.
- E. 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 bargaining unit member.

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 by their immediate supervisor or building level principal 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

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* | 1 or 2 years |
| 3. Third Contract* | 1 or 2 years |
| 4. Fourth Contract and thereafter | 3 years |

* As determined by the Board of Education

E. CONTINUING CONTRACT

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, within ten (10) days of written notice, 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 up to a maximum of five (5) persons.
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

The base salary (Step 0) on the Index attached as Appendix 'A' shall be as follows:

1. July 1, 1994 through June 30, 1995, shall be \$19,138.
2. If the November, 1994 levy passes, those bargaining unit members who did not receive a salary increase as a result of being placed on their 1994-95 step using the current salary schedule, will receive a 4% increase calculated on on-half (1/2) of their base salary. This amount will be divided into eight (8) equal installments to be paid during the January, 1995 through August, 1995 payroll periods. In the event the November, 1994 levy does not pass, a 3% increase would be paid instead of a 4% increase.

B. PAYROLL PRACTICES

1. Pay Plan

Twelve (12) equal installments, September through August. Payments will be made on 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 (New Employees)

- 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 teaching experience at a state chartered school up to, but not to exceed, ten (10) years.

4. Column Placement: BS: 150 hr.; MA: MA+30

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 (30) 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 scheduled conference/planning time shall be at the rate of \$11.75 per occurrence inclusive of elementary staff when they must cover their own students when special teachers (i.e. physical education, music, art, and librarians) are absent. Special teachers shall not be used as substitutes in regular classrooms, except in extreme emergencies.

The building administrator shall approve in advance all substitutes being used during individual scheduled conference time. It is required that all time used by an individual for substitute purposes be turned in to the building principal by the 12th day of each month to be included on the individual's payroll check on the 22nd of that month.

G. EXTRA DUTY SALARY SCHEDULE

G. EXTRA DUTY SALARY SCHEDULE		<u>1</u>	<u>2</u>	<u>STEPS</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 Football						
	H.S. Head Boys' Basketball						
	H.S. Head Girls' Basketball						
	H.S. Head Wrestling						
II.	H.S. Assist. Football (3)*	.10	.11	.12	.13	.14	.15
	H.S. Vocal/Instrumental Music 9-12						
	Physical Fitness (split four ways)						
	H.S. Assist. Boys' Basketball						
	H.S. Assist. Girls' Basketball						
III.	Freshman Head Football	.08	.09	.10	.11	.12	.13
	Freshman Head Boys' Basketball						
	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. Co-Ed Tennis						
	M.S. Vocal/Instrumental Music 6-8						
	H.S. Head Co-Ed Golf						
	H.S. Head Soccer						
IV.	M.S. Future Problem Solving	.06	.07	.08	.09	.10	.11
	H.S. Future Problem Solving						
	H.S. Flag Corps Director						
	M.S. Head Football (8th)						
	M.S. Head Boys' Basketball (8th)						
	H.S. Cheerleader Advisor (Football)						
	H.S. Cheerleader Advisor (Basketball)						
	H.S. Yearbook Publication						
	M.S. Athletic Director						
	M.S. Head Volleyball (8th)						
	M.S. Head Girls' Basketball (8th)						
	H.S. Assistant Wrestling						
	M.S. Head Co-Ed Baseball						
	M.S. Head Co-Ed Track						
	M.S. Head Boys' Wrestling						
	H.S. Assist. Volleyball						
	Freshman Assist. Boys' Football						
V.	H.S. Assist. Boys/Girls Track	.04	.05	.06	.07	.08	.09
	(# as needed)						
	Frey Elementary Safety Patrol						
	Norwood Elementary Safety Patrol						
	H.S. Assist. Boys' Baseball						
	H.S. Newspaper						
	H.S. Cross Country Co-Ed						
	M.S. Assist. Boys' Football (7th)						
	M.S. Assist. Boys' Basketball (7th)						
	M.S. Assist. Girls' Volleyball (7th)						
	M.S. Assistant Co-Ed Track						
	H.S./M.S. Music Assistant						
	H.S. Debate/Drama Advisor						
	M.S. Assist. Girls' Basketball						
	H.S. Freshman Volleyball						

*represents the # of contracts issued

EXTRA DUTY SALARY SCHEDULE - CONTINUED

		<u>STEPS</u>					
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
VI.	Norwood Yearbook Advisor	.02	.03	.04	.05	.06	.07
	Frey Yearbook Advisor						
	H.S. Yearbook Accountant						
	H.S. Student Council Advisor						
	M.S. Yearbook Advisor						
	M.S. Newspaper Advisor						
	H.S. Class Advisor: Freshman						
	Sophomore						
	Junior						
	Senior						
	BOLD/Peer Listening Advisor						
	Just Say No Advisor						
	H.S. National Honor Society Advisor						
	M.S. Cheerleading Advisor (Football)						
	M.S. Cheerleading Advisor (Basketball)						
	H.S. Freshman Cheerleading Advisor (Football)						
	H.S. Freshman Cheerleading Advisor (Basketball)						
	H.S. Soccer						
VII.	Ski Club**						.03 of Yearly Base
	Elementary Musicals (1 Fall/1 Spring)						
	5th Grade Spelling Contest Advisor (Norwood)						
	5th Grade Spelling Contest Advisor (Frey)						
	5th Grade Math Contest Advisor (Norwood)						
	5th Grade Math Contest Advisor (Frey)						
	M.S. Math Contest Advisor						
	M.S. Spelling Contest Advisor						
	FHA						
	M.S. Student Council Advisor						
	Art Show Director						
	Assist. Art Show Director (split two ways)						

**should the membership exceed thirty, a second contract will be issued.

All percentages are based on the zero step of the current teacher salary schedule.

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 year's 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 as deemed necessary by the Superintendent.
7. Coaches and activity directors cannot draw two (2) 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.
9. A formal application must be developed and used for filling all extra-curricular activity positions.
10. The Board of Education reserves the right not to fill a position.

H. EXTENDED SERVICE

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

Example: If a bargaining unit member has twenty (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's meeting the qualification as set forth through the State Teacher's Retirement System (STRS) and/or School Employee's Retirement System (SERS) 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 twenty-five percent (25%) of the employee's accumulated sick leave at the time of his/her retirement. Employees who have ten (10) through nineteen (19) years of service shall qualify for thirty percent (30%) of their accumulated current sick leave upon retirement. Employees with twenty (20) or more years of service will receive thirty-five (35%) of earned sick leave upon retirement or separation from the Jefferson Local School System. All percentages will be calculated on a maximum of 250 days.

Those employees retiring must submit a written application for severance pay to the Treasurer's office within ninety (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 State Teacher's Retirement System (STRS) and/or School Employee's Retirement System (SERS).

- 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/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) 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 eighty-five dollars (\$85) per quarter hour or one-hundred twenty-five dollars (\$125) 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 238 quarter hours or 162 semester hours. The total hours allotted for the year will be divided equally among each quarter: Fall, Winter, Spring and Summer. The Superintendent or Treasurer will provide the WJEA president with a breakdown on a quarterly basis of how much was applied for, how much was approved and the dollar amount remaining in each account. 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). CEU's other than those granted at a convention or conference which is board paid will be reimbursed at 100%.

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 or grade sheet and proof of payment 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 - \$20,000.
- b. For bargaining unit members on Steps 6-10 - \$30,000.
- c. For bargaining unit members on Step 11 and above - \$45,000.

2. Comprehensive Major Medical

\$100.00 single deductible.

\$200.00 family deductible.

3. Prescription Drug

The Board shall administer a self-funded program with a \$2.00 deductible for generic drugs only and a \$5.00 deductible for name brand drugs. A mail order program for maintenance drugs is advised. After the first filling of a maintenance drug prescription, the mail order program should be utilized. This has a \$2.00 deductible.

4. Dental Insurance

5. Optical Insurance

- a. \$10.00 per person deductible for exam.
- b. Lenses and frames every twenty-four (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</u>	<u>Family/Year 1*</u>	<u>Individual/Year 1*</u>
Major Medical	\$36.00	\$18.00
Dental	5.00	2.50
Life	.00	.00
Vision	4.00	2.00
Prescription Drug	<u>.00</u>	<u>.00</u>
TOTAL	\$45.00	\$22.50

* After "Year 1 (1991-92 school year)" employees will pay the base rate plus 10% of each successive rate increase. If an increase occurs, the matter will be referred to a review board comprised of representatives of the administration and the Association.

7. Change of Carriers

The Board may change carriers for any of the coverages listed in 1. through 5. above provided that the coverage is equal to or greater than that in effect on January 1, 1991.

1994

8. COBRA BENEFITS

Bargaining unit members shall be eligible to participate in the district's insurance program(s) as provided for under COBRA when severing from the district, provided that the bargaining unit member does so at his/her expense. Active employment status will be determined by the court.

9. FAMILY MEDICAL LEAVE ACT OF 1993

Bargaining unit members shall be governed by the Family Medical Leave Act of 1993 provided that the benefits of the law supplant and do not detract from the collective bargaining agreement.

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 250 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 member's accumulated sick leave. The individual bargaining unit members shall authorize, in writing to the Treasurer of the Board, the number of days to be deducted from their account and who will be receiving the transferred 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 may not use more than three (3) days of unrestricted leave in a row, or on the day immediately before or after a legal holiday, or during the first or last week of school year, unless there are extraordinary circumstances as approved by the Superintendent. If they elect this option, they lose the use of the remaining two (2) days as unrestricted, unless there is an emergency situation with approval from the Superintendent. The three (3) days in a row option cannot be taken in May. No more than ten (10) percent of the bargaining unit members may be absent from any building on unrestricted leave at any one time. Notice to use unrestricted sick leave is to be given at least two (2) working days prior to absence.

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 legal 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. In emergency situations, the bargaining unit member shall call in his/her absence. Upon return to work, the bargaining unit member shall complete the proper form(s) for being absent.

Definition of Immediate Family

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

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 member's quarantine.

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. ATTENDANCE IN COURT

Absence in Response to Subpoena or Jury Summons:

1. A professional staff member who is summoned for jury duty and/or subpoenaed to appear in court during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance, provided the professional staff member meets the following:
 - a. Notifies the superintendent within two (2) days after receipt of the jury summons or subpoena.
 - b. Submits a statement signed by the professional staff member to the Treasurer stating:
 - 1) the date and time in attendance at the proceeding, and
 - 2) the actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
 - c. Remits to the Office of the Treasurer the amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons.

C. CHILD CARE LEAVE

(For the purpose of this section, maternity shall also include paternity and shall be applied equally and in a non-discriminatory manner on the basis of sex.)

A member of the bargaining unit shall be granted leave in accordance with the following provisions:

1. Sick Leave for Maternity Purposes

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.

2. Interim Maternity Leave

Any bargaining unit member whose accumulated sick leave days are insufficient to cover the period of leave set forth in this article shall be granted an interim maternity leave without pay not to exceed six (6) weeks following the termination of pregnancy. If such a member is unable to resume her duties because of complications or disabilities arising out of such pregnancy, said member shall be placed on maternity leave in accordance with the provisions of paragraph C. 1. of this article.

3. Adoption

A unit member adopting a child will be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

The unit member shall provide written notice to the Superintendent of his/her intent to adopt at the time of application with the adoption agency. A request for adoption leave shall be filed with the local Superintendent at the earliest possible date prior to the effective date of said leave. The request shall state the beginning and the ending date of such leave. Adoption leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.

D. 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.

E. ASSAULT LEAVE

In case of an assault on a bargaining unit member, arising out of and in the course of the bargaining unit member's employment, including co-curricular activities, which results in the bargaining unit member's being disabled from performing his/her duties as determined by the bargaining unit member's physician, psychologist, psychiatrist, therapist, or other diagnostic agent licensed by the State, the Board shall grant, without charge to sick leave, up to a maximum of ten (10) days of absence. Additional days may be granted if the situation warrants as determined by the Superintendent. The board may require a second opinion examination and certificate from a physician, psychologist, psychiatrist, therapist, or other diagnostic agent licensed by the State, mutually agreed upon by the member and the Board, and paid by the Board, indicating that the bargaining unit member is disabled from performance of duties and the nature and duration of such disability.

Bargaining unit members applying for assault leave shall be required to submit an application for Worker's Compensation. Should Worker's Compensation be approved and the bargaining unit member is reimbursed for salary on days absent while on assault leave and sick leave, said reimbursement shall be assigned to the Treasurer of the Board.

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 he/she had when he/she 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 (1/2) 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 bargaining unit member 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, 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

Professional leave for up to two (2) conferences/conventions 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(s) mentioned above shall be limited to:

- a. Professional workshops, seminars, and/or conventions.
 - b. Visitation to other school districts.
 - c. Notification should be submitted in writing, on the approved form, to the individual's building principal ten (10) calendar days prior to use of professional leave.
 - d. When there is more than one application for attendance at any particular conference, seminar, workshop, assembly, or other professional improvement session, consideration shall be given to district-wide representation in approving or disapproving application.
 - e. Travel expenses within the state are limited to mileage rates as established by the Board of Education for use of staff member's personal auto.
 - f. Registration fees for each bargaining unit member shall be paid by the Board. The amount of funds available for the 1994-95 school year shall be \$2,212.00. The funds will be allotted on a first come, first served basis. One-half of the allotted funds can be used in the timeframe of July 1st through January 31st. All funds not used will be carried over to the second timeframe, February 1st through June 31st. Funds from this account cannot be used for any extra-curricular workshops, clinics, etc.
2. If attendance at a convention, seminar, or workshop is requested by the administration, these shall not count against the professional leave days outlined above.

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 article is to make available to all professional staff members and other interested parties an explanation of the evaluation process of Jefferson Local Schools.

The Board and Association agree to establish a joint committee for the purpose of reviewing our teacher evaluation program with emphasis on the evaluation instrument, job description, and the appropriate criteria for evaluation. The committee will be composed of three (3) bargaining unit members and three (3) administrators. Recommendations, if any, shall be submitted to the Board and Association for approval.

The evaluation process focuses upon the following:

1. Observation/analysis with the emphasis on in-classroom behavior.
2. Concern of both the evaluator and evaluatee.
3. Concept to help improve student learning due to changes in the teacher's behavior.
4. The assumption that every teacher can improve and will be given the opportunity to do so.
5. Recognition and reinforcement of the teacher's strengths.
6. The assessment of the performance of teachers for the purpose of contract renewal, certificate recommendations, granting tenure, or dismissal.

Procedure for Evaluation

1. Evaluation

Evaluations of teachers shall be based on objective observations of the work performance and shall be conducted openly and with full knowledge of the teacher. All administrative observations and/or evaluations shall be performed only by properly certified administrators.

2. Pre-Conference

A pre-conference will be held between the administrator and the teacher prior to each observation. This may take either of 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.

At this time, the date and time for the observation will be discussed.

3. Observation

The administrator will observe a minimum of thirty (30) minutes using the Observation Form developed by the Evaluation Committee.

4. Post-Conference

A mutually agreeable conference to discuss the report will be conducted within ten (10) working days following the second 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 evaluation instrument. Signatures will not indicate agreement but rather that a discussion (post-conference) has been held and both parties have read the contents. The teacher shall have the right to submit a written response to the evaluation which shall be attached to the file copy. Suggestions for improvement may be given in writing at the time of the post-conference.

5. Disagreement

If disagreement exists, one of the following alternatives may occur:

- a) another observation may be held
- b) rebuttal comments may be placed in the file, or
- c) the results of the evaluation may be appealed to the superintendent

6. All Teachers Whose Contracts Are Up For Renewal

Two evaluations, each consisting of a minimum of two classroom observations, will be held. Teachers in their first year in the district will have their first evaluations completed by October 15, all other teachers' first evaluations will be completed by December 31. The second evaluations will be completed by March 15.

7. Teachers Whose Contracts Are Not Up For Renewal

All other teachers will have an evaluation at least once each year. Teachers may request an administrative evaluation or select one of the following alternatives:

a. Peer Observation

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

b. Video Tape Observation

Teachers may arrange for video taping of a class. The tape will be reviewed by either the teacher, selected teachers, or an administrator.

c. Student Evaluation

The teacher may develop an evaluation form or select from samples already prepared. Samples are available in the office. The form must be mutually agreeable to the teacher and his/her administrator.

d. Self-Evaluation

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

e. Other

Other evaluative individuals and methods may be used which are acceptable to both the administrator and teacher. These may include personnel from the Madison County Board of Education and local universities.

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

a. Teachers must declare which of the methods of evaluation will be used by October 15, and

b. A conference must be scheduled with the administrator to present the results of the evaluation no later than March 15.

8. Evaluation At Other Times

- a. Administrators reserve the right to observe and complete an evaluation as needed.
 - b. The teachers may request an additional administrative evaluation.
9. The procedures set forth in this article shall supersede those established in 3319.111 ORC for the evaluation of teachers on limited contract.

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 may 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 is extended 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. Notification of vacancies which occur during holidays or summer will be mailed to all unit members listed in items b. 1, 3, and 3 up to and including July 22nd.

Provided they are properly certified, teachers will be given an opportunity by May 15th of each year to request or indicate an interest in a transfer to another grade, subject, or building by means of a form provided by the central office.

For vacancies occurring between July 22nd and the beginning of the school year, attempts will be made to contact any teachers who have indicated on the intent form to the Superintendent an interest in a possible transfer.

3. Transfer Procedures

- a. Unit members shall have ten (10) days from receipt of notification of vacancies to apply for positions posted, with the exception of those vacancies occurring between July 22nd and the beginning of the school year.
- b. Transfers shall be made on a voluntary basis insofar as 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. The bargaining unit member shall be given the position unless the applicant has received two chronic and significant negative annual evaluations as evidenced by the adopted evaluation procedure.

D. BARGAINING UNIT MEMBER SUPERVISORY AND REPORTING RESPONSIBILITIES

Bargaining unit members 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 be either 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 be either 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 be either 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 hours and twenty minutes inclusive of lunch.
2. The bargaining unit member year shall be 184 days (except 185 days for new bargaining unit members), effective in the 1994-95 school year. Twelve (12) hours of inservice shall be included within the 184 days.

Inclusive in the seven (7) hours and twenty (20) minute day, there will be scheduled a minimum of thirty (30) minute non-interrupted planning time exclusive of the thirty (30) minute duty-free lunch period. There will be a

minimum of 200 minutes of planning time per week.

3. Bargaining unit members shall obtain permission from their administrator in order to arrive later than or leave earlier than their regularly scheduled time.
4. 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 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 meeting shall not exceed three (3) per year.
5. The make-up of calamity days shall be jointly decided by the WJEA and the district.

F. CLASS SIZE

1. Elementary School

Classes which exceed twenty-nine (29) pupils on the first day of school 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 the first day of school will be assigned to that class within the building which has the least number of pupils.

2. Middle School

Classes which exceed thirty (30) pupils on the first day of school 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) pupils as an alternative to the reorganization of classes within the school building. Pupils enrolled after the first day of school will be assigned to that class within the building which has the least number of pupils. 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 the first day of school 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 the first day of school will be assigned to that class within each appropriate area having the fewest number of pupils. High school classes will be structured so that no teacher will have more than 160 students per day.

4. Included, or special needs students shall be weighted as follows:

2 recognized handicaps	= 3
3-4 recognized handicaps	= 4
5 or more recognized handicaps	= 5

Recognized handicaps shall be determined by the student's I.E.P. or in the event no I.E.P. exists, by the district's assessment.

All teachers with "special needs" or included students in their classrooms shall be trained on school time to deal with the "special needs" of these students during inservice training.

5. General Provisions

- a. For purposes of this section, "pupil" does not include special education pupils mainstreamed into elementary classes for less than fifty percent (50%) 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.
- b. The teacher maximum pupil load and class size limits do not apply to teachers of physical education, health, musical performance classes, art, enrichment classes, and classes where enrollment is subject to permission of the instructor.
- c. Teachers in grades 6-12 shall be guaranteed at least one (1) period per day for planning purposes.
- d. No teacher in grades 6-12 shall be required to have more than four (4) preparations per day. This will include enrichment classes.

G. INSERVICE PROGRAMS

A committee shall be established to plan inservice programs. This committee shall consist of one (1) member of the administrative staff and one (1) teacher representing each building. All certificated staff shall attend the two (2) full days of inservice built into the schedule not to exceed twelve (12) hours. Additional inservice may be provided with attendance optional.

The building principal may excuse any staff member from building level inservice 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 from each building, one (1) OAPSE 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 members serving on the committee shall be appointed by the WJEA, and likewise for OAPSE. The initiation of the calendar development shall be on February 1st of each year. It will be the responsibility of this committee to determine the calendar and make-up of calamity days. The calendar and make-up schedule for the upcoming school year shall be submitted to

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 Superintendent.
- 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. Public access to a bargaining unit member's personnel file shall be as follows:
 - 1. The party must direct said request for access to the Superintendent or his/her designee. The Superintendent or his/her designee shall arrange a conference with the requesting party to determine the reason for said request.
 - 2. The Superintendent or his/her designee shall notify the school district's statutory legal advisor for guidance and direction relative to said request.
 - 3. Upon authorization by the school district's statutory legal advisor to provide access, the bargaining unit member or, in his/her absence, the Association President, shall be notified of said request.
 - 4. The bargaining unit member and/or his/her representative may be present at the time the personnel file is opened to a member of the public.
 - 5. Copies of the contents of said personnel file may be removed from central office only by official legal authorization.
- D. Procedures outlined in "C" above shall be waived for 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.
- 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 duration of this Agreement shall be as of 12:01 A.M. on July 1, 1994 through midnight June 30, 1995.

In witness whereof, we affix our signatures on this 31 day of Oct., 1994.

For the West Jefferson Education
Association/OEA/NEA

Deborah Kay Omen
President

Nancy Bellwitz
Member

Lydia K. Appel
Member

Elizabeth L. Hyman
Member

For the Jefferson Local Board of
Education

John A. Dore
President

Andrew A. White
Vice President

Darren M. Ungar
Treasurer

James P. [Signature]
Superintendent

SALARY SCHEDULE INDEX

<u>STEP</u>	<u>BACH</u>	<u>BS+150</u>	<u>MAST</u>	<u>MA+30</u>
0	1.000	1.0450	1.0900	1.1350
1	1.0450	1.0900	1.1350	1.1800
2	1.0900	1.1350	1.1800	1.2250
3	1.1350	1.1800	1.2250	1.2700
4	1.1800	1.2250	1.2700	1.3150
5	1.2250	1.2700	1.3150	1.3600
6	1.2700	1.3150	1.3600	1.4050
7	1.3150	1.3600	1.4050	1.4500
8	1.3600	1.4050	1.4500	1.4950
9	1.4050	1.4500	1.4950	1.5400
10	1.4950	1.5400	1.5850	1.6300
11	1.5400	1.5850	1.6300	1.6750
12	1.5850	1.6300	1.6750	1.7200
13	1.6300	1.6750	1.7200	1.7650
14	1.6750	1.7200	1.7650	1.8100
15	1.7200	1.7650	1.8100	1.8550
16	1.8100	1.8550	1.9000	1.9450

FLAT RATE LONGEVITY STEPS:

20	700.00	700.00	700.00	810.00
23				810.00
25	700.00	700.00	810.00	810.00
27		700.00	810.00	810.00
29			810.00	810.00

