

MASTER CONTRACT  
BETWEEN THE  
JEFFERSON LOCAL BOARD OF EDUCATION  
AND THE  
WEST JEFFERSON EDUCATION ASSOCIATION/DEA/NEA

July 1, 1991 through June 30, 1994

## ARTICLE I

### NEGOTIATIONS PROCEDURE

- A. PREAMBLE - No Change
- B. RECOGNITION - No Change
- C. SCOPE OF NEGOTIATIONS - No Change
- D. NEGOTIATIONS PROCEDURES
  - 1. Negotiating Teams - No Change
  - 2. Submission of Issues - No Change
  - 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 - No Change
5. Progress Report - No Change
6. Exchange of Information - No Change
7. Reaching Agreement - No Change
8. Resolving Differences - No Change
9. Good Faith

All sessions of the negotiations 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. No Change, refer to page 44
- b. No Change

## ARTICLE II

### GRIEVANCE PROCEDURE

A. STATEMENT OF BASIC PURPOSE - No Change

B. GRIEVANCE DEFINED

1. No Change

2. No Change

C. GENERAL PROVISIONS

1. No Change

2. No Change

3. No Change

4. No Change

5. No Change

6. No Change

7. No Change

8. No Change

9. No Change

10. No Change

11. No Change

12. No Change

13. No Change

14. No Change

15. No Change

16. No Change

17. No Change

#### 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, on the approved form, 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 resolutions of the grievance.

Level III - Arbitration - No Change

GRIEVANCE FORM - No Change

ARTICLE III  
REDUCTION IN FORCE

EXPLANATION: 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. No Change
  2. No Change
  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 the first day of school for the coming school year.
- B. No Change
- D. Becomes "C" - No Change
- E. Becomes "D" - No Change
- F. Becomes "E" - No Change

## ARTICLE IV

### FAIR DISMISSAL

A. STATEMENT OF PURPOSE - No Change

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 - No Change

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*               | 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. No Change

F. NON-RENEWAL OF LIMITED CONTRACTS

1. No Change

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. No Change

c. No Change

d. No more than five persons.

2. No Change

3. No Change



## ARTICLE V

### SALARY AND FRINGE BENEFITS

- A. SALARY AND INDEX - Will be addressed when both parties agree on total dollars available.

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

- a. July 1, 1991 through June 30, 1992 shall be \$18,040.
- b. July 1, 1992 through June 30, 1993 shall be \$18,581.
- c. July 1, 1993 through June 30, 1994 shall be \$19,138.

B. PAYROLL PRACTICES

1. Pay Plan - No Change
2. Practices - No Change
3. Credit for Experience
  - a. No Change
  - b. Full credit shall be given up to ten years of prior teaching experience.
4. Column Placement - Will be addressed when both parties agree on total dollars available.
5. Hourly Rate - No Change

C. DUTY-FREE LUNCH PERIOD - No Change

D. SCHOOL IMPROVEMENT ACTIVITIES - No Change

E. COURSE WORK COMPLETION - No Change

F. SUBSTITUTE TEACHING COMPENSATION FOR BARGAINING UNIT MEMBERS - EXPLANATION

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

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

	<u>STEPS</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
I. High School Athletic Director	.145	.155	.165	.175	.185	.195
High School Head Football						
High School Head Boys' Basketball						
II. High School Head Girls' Basketball	.10	.11	.12	.13	.14	.15
High School Head Wrestling						
High School Assist. Football (3)*						
High School Vocal/Instrumental Music 9-12						
Physical Fitness (split 4 ways)						
H.S. Assist. Boys' Basketball						
III. Freshman Head Football	.08	.09	.10	.11	.12	.13
Freshman Head Boys' Basketball						
M.S. Head Girls' Volleyball						
H.S. Head Boys' Track						
H.S. Head Girls' Track						
H.S. Head Boys' Baseball						
H.S. Head Girls' Softball						
High School Co-Ed Tennis						
M.S. Voc./Instrumental Music (6-8)						
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. Assist. Boys' Football						
H.S. Assistant Girls' Basketball						
H.S. Yearbook Publication						
M.S. Athletic Director						
M.S. Head Volleyball (8th)						
M.S. Head Girls' Basketball (8th)						
H.S. Assist. Wrestling						
H.S. Head Co-Ed Golf						
M.S. Head Co-Ed Baseball						
M.S. Head Co-Ed Track						
M.S. Head Boys' Wrestling						

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. Assist. Girls' Volleyball						
	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. Assist. Co-Ed Track						
	H.S./M.S. Music Assistant						
	H.S. Debate/Drama Advisor						
	M.S. Assist. Girls' Basketball						
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)						
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						
	Assistant Art Show Director (split two ways)						

\* represents the # of contracts issued

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

## VIII.No Change

### GENERAL PROVISIONS

1. No Change
2. Each year in a given contracted activity will be accepted as one (1) year of experience in that activity for placement on the salary schedule.
3. No Change
4. No Change
5. No Change
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. No Change
8. No Change
9. No change
10. The Board reserves the right not to fill a position.

### H. EXTENDED SERVICE - No Change

### 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 State 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 percent (35%) of earned sick leave upon retirement or separation from the West Jefferson School System. All percentages will be calculated on a maximum of 246 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. No Change

3. No Change

## 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 270 quarter hours or 180 semester hours. The hours are to be divided into sixty-five (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). 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

1. No Change

2. Major Medical/Basic Hospitalization  
\$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. A \$5.00 deductible for name brand drugs. A mail order program for maintenance drugs will be required.. After the first filling of a maintenance drug prescription, the mail order program must be utilized. This has a \$2.00 deductible.

4. No Change

5. No Change

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>Family</u>	<u>Individual</u>
<u>Insurance</u>	<u>Year 1*</u>	<u>Year 1*</u>
Major Medical	*\$36.00	*\$18.00
Dental	\$ 5.00	\$ 2.50
Life	\$ 0.00	\$ 0.00
Vision	\$ 4.00	\$ 2.00
Prescription Drug	<u>\$ 0.00</u>	<u>\$ 0.00</u>
TOTAL	\$45.00	\$22.50

7. No Change

\*Year 1 - Employee will pay Base rate + 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.

L. No Change

M. No Change

## 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 246 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 fulltime 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 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, meaning that no reason need be given. Bargaining unit members may not use more than two (2) days of unrestricted leave in a row and cannot take unrestricted leave on the day immediately before or after a holiday unless there are extenuating circumstances as approved by the superintendent. Unrestricted leave cannot be taken during the first or last week of the school year. 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 10 days in advance.

charged against the accumulated sick leave.

Definition of Immediate Family - No Change

Cumulative Sick Leave - Omit

Illness Leave - No Change

Quarantine - No Change

Notification of Absence - No Change

## 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. 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, must be remitted by the professional staff member to the office of the Treasurer.
2. In court cases in which the professional staff member's presence is required, due to his/her own action, the Superintendent may authorize absence with no loss of salary in accordance with the provisions of this section. The decisions of the Superintendent with respect to such matters shall be final.

- C. MATERNITY LEAVE - No Change
- D. ABSENCE FOR MILITARY SERVICE - No Change
- 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 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 - NO CHANGE

1. No Change
2. No Change
3. No Change
4. No Change
5. No Change
6. No Change
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 - No Change

H. RETURN FROM LEAVE OF ABSENCE - No Change

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 conducted within the state.
  - b. Visitation to other school districts within the state.
  - 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 automobile.
  - f. Registration fees for each bargaining unit member shall be paid by the Board.
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 - No Change

## 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:

- a. Observation/analysis with the emphasis on in-classroom behavior,
- b. Concerns of both the evaluator and evaluatee,
- c. Concepts to help improve student learning due to changes in the teacher's behavior,
- d. The assumption that every teacher can improve and will be given the opportunity to do so,
- e. Recognition and reinforcement of the teacher's strengths.
- f. The assessment of the performance of teachers for the purpose of contract renewal, certificate recommendations, granting tenure, or dismissal.

##### Procedure for Evaluation

#### A. 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.

B. 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:

- 1) may be written, describing the objectives of the lesson and outlining what the administrator will observe on,
- 2) 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.

C. Observation

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

D. 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 lessons 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.

E. Disagreement

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

- 1) another observation may be held,
- 2) rebuttal comments may be placed in the file, or
- 3) the results of the evaluation may be appealed to the superintendent.

F. 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.

G. 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:

1) Peer Observation

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

2) 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.

3) 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.

4) 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.

5) 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.

H. Evaluation at Other Times

- 1) Administrators reserve the right to observe and complete an evaluation as needed.



2) The teachers may request an additional administrative evaluation.

I. The procedures set forth in this article shall supersede those established in 3319.111 ORC for the evaluation of teachers on limited contract.

B. No Change

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, up to and including July 22nd.

Teachers will be given an opportunity by May 15 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 central office, provided the teachers are properly certified.

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. same
- c. same
- 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 - No Change

E. SCHOOL DAY AND SCHOOL YEAR

1. The bargaining unit member day shall not be longer than seven hours and 20 minutes inclusive of lunch.
2. The bargaining unit member year shall be 184 days (except 185 days for new bargaining unit members.)
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 meetings shall not exceed three (3) per year.

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) 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. 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, musical performance 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.

D. BARGAINING UNIT MEMBER SUPERVISORY AND REPORTING  
RESPONSIBILITIES - No Change

E. SCHOOL DAY AND SCHOOL YEAR

1. The bargaining unit member day shall not be longer than seven hours and 20 minutes inclusive of lunch.
2. The bargaining unit member year shall be 184 days (except 185 days for new bargaining unit members.)
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 meetings shall not exceed three (3) per year.

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) 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. 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, musical performance 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 certified staff shall attend the one full day of in-service built into the school calendar. Additional in-service may be provided with attendance optional.

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

#### H. CALENDAR - No Change

## ARTICLE VIII

### PERSONNEL FILES

- A. No Change
- B. No Change
- 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 the 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. No Change
- F. No Change
- G. No change



ARTICLE IX  
IMPLEMENTATION AND DURATION

- A. No Change
- B. No Change
- C. Omit
- D. The duration of this Agreement shall be as of 12:01 a.m.  
on July 1, 1991 through midnight June 30, 1994.



JEFFERSON LOCAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE

Effective: July 1, 1991

Years Exper.	B.S. Amount	150 Hrs Amount	M.A. Amount	MA + 30 Amount
0	18,040	18,852	19,664	20,475
1	18,852	19,664	20,475	21,287
2	19,664	20,475	21,287	22,099
3	20,475	21,287	22,099	22,911
4	21,287	22,099	22,911	23,723
5	22,099	22,911	23,723	24,534
6	22,911	23,723	24,534	25,346
7	23,723	24,534	25,346	26,158
8	24,534	25,346	26,158	26,970
9	25,346	26,158	26,970	27,782
10	26,970	27,782	28,593	29,405
11	27,782	28,593	29,405	30,217
12	28,593	29,405	30,217	31,029
13	29,405	30,217	31,029	31,841
14	30,217	31,029	31,841	32,652
15	31,029	31,841	32,652	33,464
16	32,652	33,464	34,276	35,088

FLAT RATE LONGEVITY STEPS:

20	33,352	34,164	34,976	35,898
23				36,708
25	34,052	34,864	35,786	37,518
27		35,564	36,596	38,328
29			37,406	39,138



JEFFERSON LOCAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE

Effective: July 1, 1992

Years Exper.	B.S. Amount	150 Hrs Amount	M.A. Amount	MA + 30 Amount
0	18,581	19,417	20,253	21,089
1	19,417	20,253	21,089	21,926
2	20,253	21,089	21,926	22,762
3	21,089	21,926	22,762	23,598
4	21,926	22,762	23,598	24,434
5	22,762	23,598	24,434	25,270
6	23,598	24,434	25,270	26,106
7	24,434	25,270	26,106	26,942
8	25,270	26,106	26,942	27,779
9	26,106	26,942	27,779	28,615
10	27,779	28,615	29,451	30,287
11	28,615	29,451	30,287	31,123
12	29,451	30,287	31,123	31,959
13	30,287	31,123	31,959	32,795
14	31,123	31,959	32,795	33,632
15	31,959	32,795	33,632	34,468
16	33,632	34,468	35,304	36,140

FLAT RATE LONGEVITY STEPS:

20	34,332	35,168	36,004	36,950
23				37,760
25	35,032	35,868	36,814	38,570
27		36,568	37,624	39,380
29			38,434	40,190



JEFFERSON LOCAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE

Effective: July 1, 1993

Years Exper.	B.S. Amount	150 Hrs Amount	M.A. Amount	MA + 30 Amount
0	19,138	19,999	20,860	21,722
1	19,999	20,860	21,722	22,583
2	20,860	21,722	22,583	23,444
3	21,722	22,583	23,444	24,305
4	22,583	23,444	24,305	25,166
5	23,444	24,305	25,166	26,028
6	24,305	25,166	26,028	26,889
7	25,166	26,028	26,889	27,750
8	26,028	26,889	27,750	28,611
9	26,889	27,750	28,611	29,473
10	28,611	29,473	30,334	31,195
11	29,473	30,334	31,195	32,056
12	30,334	31,195	32,056	32,917
13	31,195	32,056	32,917	33,779
14	32,056	32,917	33,779	34,640
15	32,917	33,779	34,640	35,501
16	34,640	35,501	36,362	37,223

FLAT RATE LONGEVITY STEPS:

20	35,340	36,201	37,062	38,033
23				38,843
25	36,040	36,901	37,872	39,653
27		37,601	38,682	40,463
29			39,492	41,273

