

Nancy Steenie

MASTER CONTRACT

between the

JEFFERSON LOCAL BOARD OF EDUCATION

and the

WEST JEFFERSON EDUCATION ASSOCIATION/OEA/NEA

July 1, 1995, through June 30, 1998

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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.

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

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.

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.

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 _____

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.

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

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, 1995 through June 30, 1996, shall be \$19,521.
2. July 1, 1996 through June 30, 1997 shall be \$20,106.
3. July 1, 1997 through June 30, 1998 shall be \$20,910.

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.

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.

Bargaining unit members who elect to participate shall be paid an hourly rate of \$10.00 for working on a project brought to this district from an outside organization for which the staff member must contribute his/her own time and efforts outside the normal contracted work day.

Bargaining unit members who participate in activities that require them to stay overnight while providing supervision of students will be paid a flat fee of \$75.00 per night, not to exceed ten staff members.

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 paid 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.

EXTRA DUTY SALARY SCHEDULE - 1995-96 - CONTINUED

		<u>STEPS</u>					
		1	2	3	4	5	6
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**		.04 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.

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 number of accrued sick leave days allowed by the contract.

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).

REIMBURSEMENT SCHEDULE

<u>\$ per quarter hour</u>		<u>\$ per semester hour</u>	
95-96	\$85		\$125
96-97	\$90		\$130
97-98	\$95		\$135

	<u>max quarter hours</u>	<u>or</u>	<u>max. semester hours for B.U.</u>
95-96	238	or	162
96-97	238	or	162
97-98	250	or	175

K. FRINGE BENEFITS

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

1. Life Insurance

- For bargaining unit members on Steps 0-5 - \$25,000.
- For bargaining unit members on Steps 6-10 - \$35,000.
- For bargaining unit members on Step 11 and above - \$45,000.

2. Comprehensive Major Medical

- July '95 - June '96 \$100.00 single deductible \$200.00 family deductible
- July '96 - June '97 \$125.00 single deductible \$225.00 family deductible
- July '97 - June '98 \$135.00 single deductible \$250.00 family deductible

3. Prescription Drug

- The board shall administer a self-funded program with the following co-payments:

	<u>Generic Drugs</u>	<u>Name Brand Drugs</u>
95/96	\$4.00	\$10.00
96/97	\$5.00	\$12.00
97-98	\$5.00	\$12.00

- 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 the same co-payments as indicated above.)

8. COBRA BENEFITS

Bargaining unit members shall be eligible to participate in the district's insurance programs 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.

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 quarantine of bargaining unit member's residence provided that the bargaining unit member has accumulated sick leave credit. Such days shall be deducted from the accumulated sick leave credited to the bargaining unit member.

Notification of Absence

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

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.

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.

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.

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.

- 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.

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.
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.

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 amount of funds available for inservice programs shall be \$1,000 for 1996-97 school year and \$3,000 for the 1997-98 school year.

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 recommend the calendar and make-up of calamity days. The calendar and make-up schedule for the upcoming school year shall be adopted at the regular March Board of Education meeting.

- 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.

APPENDIX A

JEFFERSON LOCAL SCHOOL DISTRICT
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
<u>FLAT RATE LONGEVITY STEPS:</u>				
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

APPENDIX C

JEFFERSON LOCAL SCHOOL DISTRICT
 TEACHERS' SALARY SCHEDULE
 Effective: July 1, 1996 through June 30, 1997

<u>Years Exper.</u>	<u>B.S. Amount</u>	<u>150 Hrs Amount</u>	<u>M.A. Amount</u>	<u>M.A. +30 Amount</u>
0	20106	21011	21915	22820
1	21011	21916	22820	23725
2	21916	22820	23725	24630
3	22820	23725	24630	25535
4	23725	24630	25535	26439
5	24630	25535	26439	27344
6	25535	26439	27344	28249
7	26439	27344	28249	29154
8	27344	28249	29154	30058
9	28249	29154	30058	30963
10	30058	30963	31868	32773
11	30963	31868	32773	33678
12	31868	32773	33678	34582
13	32773	33678	34582	35487
14	33678	34582	35487	36392
15	34582	35487	36392	37297
16	36392	37297	38201	39106
20	37092	37997	38901	39916
23	37092	37997	38901	40726
25	37792	38697	39711	41536
27	37792	39397	40521	42346
29	37792	39397	41331	43156

