

MASTER CONTRACT

between the

JEFFERSON LOCAL BOARD OF EDUCATION

and the

**WEST JEFFERSON EDUCATION
ASSOCIATION/OEA/NEA**

July 1, 2010, through June 30, 2013



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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 one hundred twenty (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 (1) session.

2. Notice to Bargain and Submission of Issues

Request for negotiation to bargain a succeeding contract may be made by either the Association or the Board by notifying the other party in writing of the intent to bargain. The notice shall be no later than March 31, prior to the expiration of this agreement, and no earlier than March 1 prior to the expiration of this agreement. However, the above dates do not prevent the parties from mutually agreeing to initiate negotiations prior to March 1 by submitting their Notice to Bargain. A mutually acceptable meeting date for the purpose of opening negotiations will be established between the parties. 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.

The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

A two (2) day negotiation session will be scheduled. The meeting place and time will be mutually acceptable to both parties. The parties shall exchange their respective written proposals prior to their two (2) day negotiation session. The Board will pay for the release of up to four (4) negotiation team members and one observer for each of the two separate days of negotiations.

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 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).

11. No reprisal of any kind shall be taken by the Board or Administration against any participant in negotiations as a result of their participation.

ARTICLE II

ASSOCIATION – ADMINISTRATION COMMUNICATIONS

A. ASSOCIATION/PRINCIPAL LIAISON (BUILDING COMMUNICATIONS)

1. Annually, by October 1st, each building staff will produce participants for a Communications Committee for each building which will meet with the principal once every other month during the regular school year unless altered by mutual consent. The committee's purpose is to review, discuss, and cooperatively attempt to resolve building issues and concerns.

2. The Building Communications Committee will consist of six (6) WJEA members in the elementary (three (3) of the six (6) appointed by the Association and three (3) selected by the building principal); five (5) WJEA members in the middle school (three (3) of five (5) appointed by the Association and two (2) selected by the building principal); six (6) WJEA members in the high school (three (3) of the six (6) appointed by the Association and three (3) selected by the building principal). The building principal will be considered as a committee member in all buildings. At least one (1) member of the Communications Committee will be an Association representative. All Communications Committee members will serve voluntarily.

3. The Communications Committee shall elect a Chairperson at its first meeting each year who shall prepare agendas and conduct the meeting. Each member shall have the right to have matters placed on the agenda and all teachers in the building shall receive copies of the minutes of the meetings.

B. ASSOCIATION/SUPERINTENDENT COMMUNICATIONS (DISTRICT COMMUNICATIONS)

1. An Association/Superintendent Communications Committee shall be established to facilitate communication between the Association and the District's Administration. The purpose of this Committee is to provide a forum for communications regarding issues pertaining to the smooth functioning of the educational system which impact bargaining unit members on a district-wide basis.
2. The Committee shall consist of the Association President, one (1) Association Representative per building, the Superintendent and/or his/her designee(s) (up to four (4) total). A Chairperson who shall prepare the agenda in cooperation with the administration will be selected from among the Association Representatives. Meetings will be held quarterly.

ARTICLE III

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. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board of Education.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a bargaining unit member/administrator from using other professional or legal rights in resolving a grievance.
13. The term "days," when used in this procedure, shall mean school work 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 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, the association may within seven (7) days of the written response, submit the grievance to the American Arbitration Association.

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 IV

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 1st. 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 three (3) 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 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 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 V

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

1. Limited contracts for teachers employed on teaching contracts for the 2008-09 school year or previously shall have the following durations:
 - a. First Contract 1 year
 - b. Second Contract* 1 or 2 years

- | | |
|-----------------------------------|--------------|
| c. Third Contract* | 1 or 2 years |
| d. Fourth Contract and thereafter | 3 years |

*As determined by the Board of Education

2. Limited contracts for teachers employed on teaching contracts to begin with the 2009-10 school year or thereafter shall have the following durations:

- | | |
|----------------------------------|---------|
| a. First Contract | 1 year |
| b. Second Contract | 1 year |
| c. Third Contract* | 2 years |
| d. Fourth Contract* | 2 years |
| e. Fifth Contract and thereafter | 3 years |

* A teacher new to West Jefferson School District shall upon his/her initial employment be offered a one year limited contract. (If his/her services are evaluated to be satisfactory he/she will be recommended for another one (1) year limited contract.) If his/her services are evaluated to be satisfactory he/she will be recommended for a two year (2) limited contract in each of the next two limited contract sequences. However, if his/her services are evaluated and documented to be less than satisfactory he/she may receive a one (1) year limited contract in regard to the teacher's third and/or fourth contract.

Thereafter, if his/her services are evaluated to be satisfactory he/she will be recommended for a three (3) year limited contract.

E. CONTINUING CONTRACT

Any bargaining unit member who is eligible and wishes to be considered 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.

Any staff member who is eligible and wishes to be considered for a continuing contract shall notify his/her building administrator in writing no later than October 1 the school year for which they are eligible or believes that he/she would be eligible. See Appendix F.

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 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 fifth (5th) and succeeding contracts, the Board may non-renew a bargaining unit member only for just cause.
4. The procedures set forth in this Article shall be the sole and exclusive procedures utilized by the Jefferson Local School District for the non-renewal of limited contracts issued to members of this bargaining unit. The parties specifically intend that the evaluation timeline(s) and these procedures shall supersede Ohio Revised Code Sections 3319.11 and 3319.111.

ARTICLE VI

SALARY AND FRINGE BENEFITS

A. SALARY AND INDEX

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

July 1, 2010 through June 30, 2011 (0%)	\$33,537
July 1, 2011 through June 30, 2012 (1%)	\$33,872
July 1, 2012 through June 30, 2013 (1.5%)	\$34,380

1. In the first pay of October, 2010, the Board shall pay each bargaining unit member then employed in active pay status one per diem in addition to the member's regular salary pay on that payday. A "per diem" is one one hundred eighty-fifth (1/185) of the particular member's annual salary for the 2010-11 school year.
2. In the first pay of October, 2011, the Board shall pay each bargaining unit member then employed in active pay status one per diem in addition to the member's regular salary pay on that payday. A "per diem" is one one hundred eighty-fifth (1/185) of the particular member's annual salary for the 2011-12 school year.
3. Changes agreed upon in April 2010 with respect to Art. VI (K) ("Fringe Benefits") will become effective November 1, 2010.

B. PAYROLL PRACTICES

1. Pay Plan

Twelve equal installments, September through August. Payments will be made on the 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 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.

- c. All payroll deductions shall be transmitted to the receiving agency or institution within fifteen (15) days of pay day.
- d. 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 clearinghouse 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, effective for teachers employed on teaching contracts to begin with the 2011-12 school year or thereafter.

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.
- b. Tutors shall be paid for all scheduled hours, regardless of student attendance.

C. DUTY-FREE LUNCH PERIOD

Full time bargaining unit members (on duty for more than three and one-half (3½) hours a day) 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 (on duty for more than three and one-half (3½) hours a day) 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 as follows:

July 1, 2010	\$21.06	(0%) increase
July 1, 2011	\$21.27	(1%) increase
July 1, 2012	\$21.59	(1.5%) increase

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.

Effective July 1, 2007, 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 ninety dollars (\$90) per night, not to exceed ten (10) 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

Effective July 1, 2007, bargaining unit members who substitute during their scheduled conference/planning time shall be paid at the rate of eighteen dollars (\$18) 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. For the life of the contract the extracurricular salary schedule shall be figured on the base salary of the teacher's salary schedule.

Extra Duty Salary Schedule – Sub Section III and IV

EXTRA DUTY SALARY SCHEDULE STEPS		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
I.	H.S. Athletic Director H.S. Head Football H.S. Head Boys' Basketball H.S. Head Girls Basketball H.S. Head Wrestling M.S. Athletic Director	.145	.155	.165	.175	.185	.195
II.	H.S. Assist. Football (3)* H.S. Assist. Boys' Basketball H.S. Assist. Girls' Basketball H.S. Assist. Wrestling (2) H.S./M.S. Instrumental Music Physical Fitness (split four ways)	.10	.11	.12	.13	.14	.15
III.	Freshman Head Football Freshman Head Boys' Basketball H.S. Co-Ed Track H.S. Head Girls' Volleyball H.S. Head Boys' Baseball H.S. Head Girls' Softball H.S. Co-Ed Tennis H.S./M.S. Vocal Music H.S. Head Co-Ed Golf H.S. Head Girls Soccer (1) H.S. Head Boys Soccer (1)	.08	.09	.10	.11	.12	.13
IV.	H.S. Flag Corps Director M.S. Head Football M.S. Head Boys' Basketball (8th) M.S. Head Softball Coach M.S. Head Soccer (1) H.S. Cheerleader Advisor (Football) H.S. Cheerleader Advisor (Basketball) H.S. Yearbook Publication	.06	.07	.08	.09	.10	.11

EXTRA DUTY SALARY SCHEDULE STEPS		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	M.S Head Volleyball (8th)						
	M.S Head Girls' Basketball (8th)						
	M.S. Head Co-Ed Baseball						
	M.S. Head Co-Ed Track						
	M.S. Head Boys' Wrestling						
	H.S. Assist. Volleyball						
	H.S. Assist. Soccer (2)						
	Freshman Assist. Boys' Football						
V.	H.S. Assist. Boys/Girls Track (one as needed)	.04	.05	.06	.07	.08	.09
	E.S. Safety Patrol (2)						
	H.S. Assist. Boys' Baseball						
	H.S. Assist. Tennis						
	H.S. Newspaper						
	H.S. Assist. Softball (1)						
	M.S. Assist. Softball						
	M.S. Assist. Boys' Basketball (7th)						
	M.S. Assist. Girls' Volleyball (7th)						
	M.S. Assistant Co-Ed Track						
	H.S. Drama Advisor						
	M.S. Assist. Girls' Basketball						
	H.S. Freshman Volleyball						
	M.S. Asst. Wrestling						
	M.S. Asst. Baseball						
	H.S. Musical						
	M.S. Cheerleading Advisor (Football)						
	M.S. Cheerleading Advisor (Basketball)						
	M.S. Assistant Football (2)						
	Freshman Cheerleading Advisor (Football)						
	Freshman Cheerleading Advisor (Basketball)						
	* represents the # of contracts issued						
VI.	E.S. Yearbook Advisor	.02	.03	.04	.05	.06	.07
	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						
	H.S. National Honor Society Advisor						
	H.S. Quick Recall (1)						
	Spanish Club (1)						
	Varsity J (1)						
VII.	Elementary Musicals (1 Fall/1 Spring)	.03 of Yearly Base					
	Two - 5th Grade Spelling Contest Advisor						
	Two - 5th Grade Math Contest Advisor						
	Two - M.S. Math Contest Advisor						
	Two - M.S. Spelling Contest Advisor						
	M.S. Student Council Advisor						
	Art Show Advisor (3)						

The High School Athletic Director Supervisor will be paid the negotiated hourly rate for school improvement activities. In addition, to this hourly rate, mileage will be allowed for all away events. This position will be posted and bid per the contract.

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 and twenty (20) minute 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.
11. Bargaining unit members shall be placed on this supplemental salary schedule based on their experience whether it is consecutive or nonconsecutive experience, in that activity.

For the duration of this contract, to be placed on an advanced step of the Extra Duty Salary Schedule, bargaining unit members currently under a supplemental contract must provide documentation of their prior related experience to the superintendent or his designee.
12. Certificated employees have priority to be hired over non-certificated employees and non-employees, regardless of experience in accordance with the Ohio Revised Code.

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 Teachers Retirement System (STRS) and/or School Employees Retirement System (SERS) at the time a person severs employment with the Jefferson Local Schools.

Bargaining unit employees who have zero 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 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 through January of the following year after separation.

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."

4. In the event of a bargaining unit member's demise while under contract with the district, he/she shall have the rights of survivorship for his/her designated beneficiary(ies), to be paid within sixty (60) days of the bargaining unit member's demise. The rate of pay shall be a flat rate of ten percent (10%) of their accumulated sick leave.

J. PAYMENT FOR COLLEGE/UNIVERSITY EXPENSES

The Board of Education shall pay a preset amount (see chart below) for college/university credit hours provided the course work is within the bargaining unit member's area of certification or in the field of education, up to a preset maximum (see chart below) for the bargaining unit. 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 six (6) 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 one hundred percent (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.

Reimbursement Schedule

<u>\$ per quarter hour</u>	<u>\$ per semester hour</u>
\$150	\$200

Max quarter hours
250

Max semester hours
300

K. FRINGE BENEFITS

The fringe benefit package for bargaining unit members shall include the following:

Cafeteria style will not be offered, the option will be to take all of the benefits or none of the benefits

If covered employee and his/her spouse are both bargaining unit members, the additional premium beyond the family rate will be waived.

Medical – Bargaining unit members who elect to participate in the plan shall pay the following monthly premiums:

Payment of Premiums	
*Family	\$140
Single	\$70

*(Family unit includes two (2) + sixteen dollars (\$16) for each additional member)

Co-Insurance Percentage

Network	85%
Non-Network	70%

Annual Out-of-Pocket Expenses	
Family, In Network	\$1,400
Single, In Network	\$800
Family, Out of Network	\$1,500
Single, Out of Network	\$1,000

Child Wellness Program of \$1000 per plan year through the age of 13, which takes effect November 1, 2010.

Board 4 Best Practices by the School Employees Health Care Board:

Routine physical examinations (employee and spouse age 50 and up only): The plan will pay 100% benefit percentage (network or non-network) for one exam per calendar year not to exceed a maximum payable of \$300 (includes examination, facility, x-ray and laboratory tests, blood work, colonoscopies, sigmoidoscopies); additional eligible expenses above the \$300 routine physical examination maximum are covered subject to the network or non-network comprehensive major medical expense coverage calendar year deductible amount, benefit percentage and out-of-pocket maximum.

Bone density test (employee or spouse age 50 and up only): The plan will pay a 100% benefit percentage (network or non-network) for one exam per calendar year not to exceed a maximum payable of \$300 (includes examination, x-ray and laboratory tests); additional eligible expenses, above the \$300 routine physical examination maximum, are covered subject to the network or non-network comprehensive major medical expense coverage calendar year deductible amount, benefit percentage and out-of-pocket maximum.

Prescription Drugs	
Family	\$40
Single	\$20

Lifetime maximum coverage = \$2,500,000.

Pharmacy Network

100% after \$40.00	co pay/non-formulary
100% after \$25.00	co-pay/formulary
100% after \$10.00	co-pay/generic

Mail Order

100% after \$60.00	co pay/non-formulary
100% after \$37.50	co-pay/formulary
100% after \$15.00	co-pay/generic

Dental	
Family	\$20
Single	\$10

Routine visits twice (two (2) times) per calendar year and coverage capped at one thousand five hundred dollars (\$1,500)/plan year per participant, effective November 1, 2010. One thousand five hundred dollars (\$1,500) per plan year for orthodontia per participant.

Vision

Payment of Premiums

Family	\$0.00	Fully paid by Employer
Single	\$0.00	Fully paid by Employer

- Ten dollars (\$10) per person deductible for exam
- Lenses and frames once per calendar year effective April 1, 2010.
- Full coverage for necessary contact lenses
- One hundred and eighty dollars (\$180) cosmetic contact lens allowance

Life Insurance

Each bargaining unit member shall have fifty thousand dollars (\$50,000) of term life coverage.

The Board and the WJEA agree to form a joint/ongoing insurance committee.

L. STATE TEACHERS RETIREMENT SYSTEM (STRS)

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

M. REEMPLOYMENT OF RETIRED TEACHERS

- Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.
- PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.
- PRTs shall not be eligible to participate in the contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

5. A teacher retired under STRS (reemployed teacher) may be reemployed under the following conditions:

The reemployed teacher will start with salary schedule placement not to exceed ten (10) years and education credit of up to a Master's Degree plus 30. The reemployed teacher will be advanced one (1) year on the salary schedule for each year of reemployment service in the District.

Designation of health care coverage for reemployed teachers will be governed by the STRS rules in effect at the time of the reemployment and is subject to change if the STRS rules change during the period of reemployment. The district will compensate the reemployed teacher the amount of the teacher's portion of the premium for the STRS insurance on the monthly insurance premiums. She/he will be eligible for life and other insurance offered by the Board which are either not available through STRS. If the reemployed teacher is employed on a part-time basis, the amount of the compensation for STRS health insurance will be determined by the Pro-Rated Benefit Schedule in Section N.

Reemployed teachers may commence their reemployment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.

Subject to these provisions, reemployed teachers are part of the bargaining unit.

N. PART-TIME EMPLOYEES

The Board of Education may employ bargaining unit members on a part-time basis. The part-time employee shall be placed on the salary schedule based on training and experience. An hourly rate shall be based on this step, pro-rated based on contract hours worked.

The percentage of the premium paid by the Board for any of the following benefits:

Health Insurance
Dental Insurance
Prescription Drug Insurance
Vision Insurance
Life Insurance

Shall be based on the following pro-rated benefit schedule:

Work	% of Premium Board Paid
80% of contract hours worked	100%
61-79% of contract hours worked	75%
26-60% of contract hours worked	50%
0-25% of contract hours worked	25%

O. NATIONAL BOARD CERTIFIED

The Board shall pay a stipend of two thousand dollars (\$2,000) per year to any bargaining unit member who acquires National Board Certification. Proper certification by the Ohio Department of Education and a completed, signed stipend form must be presented to the treasurer's office on or before the tenth (10th) day of September or on or before the tenth (10th) day of January each year. The Treasurer shall have the authority to waive these dates for unforeseen circumstances not the fault of the bargaining unit member. Payment to the teacher shall be by the next payroll date after receipt of the form by the Treasurer.

P. BACKGROUND CHECKS

The Board will pay the cost for state and federal background checks required by the Ohio Revised Code for all employees who are under contract and go to the Madison County Sheriff's Department, but excludes yearly new employees. Such payment will be made directly to the

Bureau of Criminal Identification and Investigation once the unit member completes the background check.

ARTICLE VII

LEAVES OF ABSENCE

A. SICK LEAVE

Each bargaining unit member shall be granted one and one-half (1½) 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 two hundred sixty-five (265) days for the duration of the contract.

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 percent (10%) 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. Sick Leave may also be used for absences due to bereavement of a member's immediate family, and their aunt, uncle, niece, nephew, spouse's siblings and spouse's grandparents.

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.

Cumulative Sick Leave

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

1. Plan One

A bargaining unit member may elect to maintain his/her current sick leave.

2. Plan Two

A bargaining unit member may elect to be compensated for the current year's accrued and unused sick leave if he/she has accumulated two hundred sixty five (265) days or more of unused sick leave in the current year and has used no more than five (5) days in the current school year.

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

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

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.

C. The Family Medical Leave Act of 1993 shall govern bargaining unit members, provided that the benefits of the law supplant and do not detract from the collective bargaining agreement.

FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12) month period for specified family and medical reasons. The law contains provisions on employer coverage; employee eligibility for the law's benefits, entitlement to leave, maintenance of health benefits during leave, and job restoration after leave.

Based on FMLA law currently in effect, Jefferson Local Schools will grant eligible employees up to twelve (12) weeks of leave during the twelve (12) month period beginning July 1st and ending June 30th. Spouses are jointly entitled to a combined total of twelve (12) workweeks of family leave.

Unless specifically addressed elsewhere in the collective bargaining unit agreement, absences, if qualifying, will be covered under the following FMLA provisions.

Any absence of three (3) or more consecutive days will be applied to the annual twelve (12) week family medical leave, providing the absence is FMLA qualifying. To qualify, the leave must be for one of the following reasons:

The birth and care of the newborn child of the employee;
For placement with the employee of a son or daughter for adoption or foster care;
To care for an immediate family member with a serious health condition; or
To take medical leave when the employee is unable to work because of a serious health condition.

To be eligible for FMLA benefits, an employee must (1) work for a covered employer; (2) have worked for the employer for a total of twelve (12) months; and (3) have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

Subject to certain conditions, employees may choose to use accrued paid leave to cover qualifying FMLA leave. Jefferson Local Schools shall have the right and responsibility for designating if an employee's use of paid leave counts as FMLA based on information from the employee. Employees must submit documentation to support FMLA qualifying absences.

D. CHILD CARE LEAVE

1. Sick Leave for Maternity Purposes

Option 1 – Bargaining unit members shall have the option of requesting a maternity leave under FMLA. The bargaining unit member shall receive twelve (12) weeks paid leave, if bargaining unit member has the proper amount of sick leave to cover the twelve (12) weeks.

A bargaining unit member may elect to receive the remainder of a semester in a non-paid status. If insurance is carried through the school district, the full premium will be paid by the employee during the non-paid status.

Option 2 – A bargaining unit member may request a leave of absence for maternity purposes and shall be granted a paid leave for the remainder of the semester if the bargaining unit member has a proper amount of sick leave to cover the semester.

A bargaining unit member may elect to receive a 2nd semester in a non-paid status.

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 (12 weeks of paid) may use accumulated sick leave and following the exhaustion of accumulated unused sick leave, shall be granted an interim maternity leave without pay for the remainder of the 12 weeks allowed by FMLA, following 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 use his/her accumulated sick leave up to four (4) weeks in connection with adoption of a child six (6) years of age or younger. Thereafter, the unit member will be entitled 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.

E. 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.

F. 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.

G. 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 15th. 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 (2) 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.

H. 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.

I. 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.

J. PROFESSIONAL LEAVE

Professional leave for one (1) conferences/convention shall be granted per contractual year with pay upon written notification to the Superintendent by the individual staff member. A second day of professional leave shall be granted per contractual year with pay provided the conference/convention meets those objectives of the district or building Continuous Improvement Plan as approved by the Superintendent. 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 relating to area of teaching. One (1) of these days may be related to extra duty assignments.
 - 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 (1) 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 shall be fifteen thousand dollars (\$15,000) per year for the life of the contract.
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.

K. ASSOCIATION LEAVE

The Association President and/or his/her designee(s) shall be granted five (5) days Association leave per year.

L. RELIGIOUS LEAVE

An employee may be absent on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has recommended that in order to properly observe such day normal work should not be performed, and provided the Employee is an active member of the religious body. Requests for such absences shall be made to the Superintendent at least three (3) working days prior to the holiday. Such absence shall not exceed two (2) days during the school year, and shall be charged against the member's sick leave accumulation.

ARTICLE VIII

WORKING CONDITIONS AND EMPLOYMENT PRACTICES

A. EVALUATION PROGRAM

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 evaluation instrument **Appendix E** shall be the sole evaluation instrument of the Jefferson Local Schools. Administrators new to Jefferson Local Schools shall be Pathwise trained before being able to use the evaluation instrument.

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 (1) 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 (2) 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 31st; all other teachers' first evaluations will be completed by December 31st. The second evaluations will be completed by March 15th.

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 (1) of the following alternatives:

a. Peer Observation

Reciprocal observations will not be permitted.

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 (1) of the above alternatives is used, the procedure is as follows:

- 1) Teachers must declare which of the methods of evaluation will be used by October 15th, and
- 2) A conference must be scheduled with the administrator to present the results of the evaluation no later than March 15th.

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 be the sole and exclusive procedures utilized by the Jefferson Local School District for the evaluation of all members of this bargaining unit. The parties specifically intend that these evaluation timeline procedures shall supersede Ohio Revised Code Section 3319.11 and 3319.111.

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 ten (10) working days and prominently displayed in a location where all members will be assured of notification, including on the district web page).
- 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, 2, and 3 up to and including July 22nd. However, after July 22, the vacancies shall be posted on the school website and the members' school email.

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 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. The administration shall select an applicant for the position based upon proper certification, licensure and experience.
- 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 (2) 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 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 the negotiated hourly rate (Article VI, Section D).
3. At both elementary and secondary levels, any duties outside the regular bargaining unit member work day shall be voluntary and may be the subject of a supplemental contract or the negotiated hourly rate (Article VI, Section D).
4. All supplemental contracts under this provision shall be paid at the bargaining unit member's hourly rate. Said rate will be pro-rated according to the actual time worked. No bargaining unit member can be required to accept a supplemental contract for such duties to be performed during his/her lunch period.

E. SCHOOL DAY AND SCHOOL YEAR

1. The bargaining unit member day shall not be longer than seven (7) hours and twenty (20) minutes inclusive of lunch.

2. The bargaining unit member's year shall be one hundred eighty-five (185) days.

New teachers to the bargaining unit shall have a one hundred eighty-seven (187) day school year. A one hundred dollars (\$100) per day stipend will be paid to new teachers for the 186th and 187th day.

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 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-seven (27) pupils five (5) working days prior to the first day of school for students will be reduced so that no class will exceed twenty-seven (27) pupils except that if the bargaining unit member and principal agree, a given class may exceed twenty-seven (27) pupils as an alternative to reorganization of the classes within the school building. Pupils enrolling five (5) days prior to the first day of school for students 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 five (5) working days prior to the first day of school for students will be reduced so that no class will exceed thirty (30) pupils except 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 five (5) days prior to the first day of school for students 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 one hundred sixty (160) students per day.

3. High School

Classes which exceed thirty-three (33) pupils five (5) workings days prior to the first day of school for students 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 five days prior to the first day of school for students will be assigned to that class within each appropriate are having the fewest number of pupils. High school classes will be structured so that no teacher will have more than one hundred sixty (160) students per day.

4. Students With IEP's and/or Disabilities

- a. Included, or special needs students shall be considered by the Superintendent for weighting as follows:

$$2 \qquad \text{recognized disabilities} \qquad = 3$$

3-4	recognized disabilities	= 4
5 or more	recognized disabilities	= 5

Recognized handicaps shall be determined by the student's IEP, this does not include 504 plans.

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. Teachers in grades K-5 shall be guaranteed at least 40 minutes 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 in-service programs. This committee shall consist of one (1) member of the administrative staff and one teacher representing each building. All certificated staff shall attend the two (2) full days of in-service built into the schedule not to exceed twelve (12) hours. 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

There shall be an Advisory Calendar Committee established which shall consist of one (1) administrator, one bargaining unit member each from the middle school, the high school, and two (2) from the elementary school; one (1) OAPSE employee, one (1) parent, and one (1) board member. The Superintendent and the WJEA President will be responsible for selecting the parent who will be on the Advisory Calendar Committee. 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 January 1 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 not later than the regular March Board of Education meeting.

- I. No building will remain in operation when conditions of the said building threaten the safety, health, or general welfare of students or staff as determined by the Superintendent.

ARTICLE IX

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 (at the member's option) be present at the time the personnel file is opened to a member of the public. Copies of all material provided to a member of the public shall also be provided to the effected member.
 5. Copies of the contents of said personnel file may be removed from central office only by official legal authorization.
 6. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public. The bargaining unit member will be provided a copy of the request made and any copies or materials that were provided to the requesting person.
- D. Procedures outlined in "C" above shall be waived for Board Members, Central Office Personnel, 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.
- H. All entries, other than routine, (see Item 3. below) placed in the individual's file shall include the following:
1. Prior to official document placement in the file, the individual shall be shown the document, and as proof thereof, shall be given the opportunity to initial and date (the day when shown the document) each document the employer decides to place in the file. The administrator who places the document in the file shall also initial and date each such document being so placed. Failure to abide by this disclosure process shall render any improperly placed documents in the file (and/or documents which have not been disclosed to the individual as described herein) null and void for purposes of administering this Master Agreement and applicable policies and statutes.

The purpose of a bargaining unit member's signature on an entry into the file is to verify that each document was inspected by such individual, and not concurrence with the content of said document.

2. The date the item was placed in the file.
3. Routine items include such items as: transcripts and grade sheets, and properly executed individual contracts and evaluations.
4. Individuals shall have the right to submit written responses to items entered in his/her file as well as submit letters of merit.

ARTICLE X

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. PURPOSE

A Local Professional Development Committee (LPDC) shall be established, in accordance with R.C. 3319.22, to review and approve course work and other professional development activities that educators propose to complete for the purpose of license renewal.

B. COMMITTEE COMPOSITION AND SELECTION

1. The committee will be comprised of seven (7) voting members.
2. Four (4) of the five (5) voting teacher members shall be chosen in accordance with WJEA yearly elections. Each of these four (4) members will represent one (1) High school, one (1) Middle school and two (2) from Norwood.
3. The fifth voting teacher member will be chosen by the WJEA President for a two (2) year term and affirmed by the WJEA executive committee.
4. One (1) principal will be elected by the administrative team for a one (1) year term.
5. One (1) member will be selected by the superintendent for a one (1) year term. This person must be an employee assigned to the West Jefferson School District who holds a valid Ohio certificate/license issued by the Ohio Department of Education.

C. TERM OF OFFICE

Committee members will be elected for the following terms:

1. The member elected by the WJEA executive committee will serve a two (2) year term.
2. The principal, elected by the administrative team, and the member selected by the Superintendent will serve a one (1) year term.
3. One (1) Norwood Representative also known as NW-1 and one (1) Middle school Representative will be elected during the Spring WJEA elections of "even" calendar years and will serve for a two (2) year term.
4. A second Norwood Representative also known as NW-2 and one (1) High School Representative will be elected during the Spring WJEA elections of the "odd" calendar years and will serve for a two (2) year term.

D. CHAIRPERSON

The Committee chairperson will be elected by LPDC majority vote for a one (1) year term.

E. **DECISION-MAKING**

For LPDC purposes, a quorum shall be five (5) of the seven (7) members.

- F. The West Jefferson Education Association and the Jefferson Local Board of Education mutually agree to place the member of the Local Professional Development Committee on the Extra Duty Salary Schedule as follows:

LPDC	Chairperson	=	\$1,800.00
	Secretary	=	\$1,800.00
	Member	=	\$1,400.00 each

ARTICLE XI

MENTOR PROGRAM

The Board proposes to form a joint committee for WJEA Members and Administration/Board representatives to develop a mentorship program that shall be submitted to both the Board and the Association for consideration/approval.

New teacher	\$1,000.00
Veteran teacher	\$500.00
Coordinator	\$3,661.68

ARTICLE XII

FAIR SHARE

PAYROLL DEDUCTION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the West Jefferson Education Association. A fair share fee for the Union's Representation of such non-members during the term of this contract (no non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining).

NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual Fair Share Fee, (which shall not be more than one hundred percent (100%) of the unified dues of the union), shall be transmitted by the Union to the Treasurer of the Board on or about September 15th, of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit, all amounts deducted to the Union.

SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

ALL FAIR SHARE FEE PAYORS

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

Sixty (60) days employment in a bargaining unit position or January 15th.

TRANSMITTAL OF DEDUCTIONS

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

PROCEDURE FOR REBATE

The Union represents to the employer that an Internal Rebate Procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the Representation Fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable State and Federal Laws and the Constitution of the United States and the State of Ohio.

ENTITLEMENT TO REBATE

Upon timely demand non-members may apply to the Union for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Procedure adopted by the Union.

ARTICLE XIII

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, 2010 through midnight June 30, 2013.

In witness whereof, we affix our signatures on this _____ day of _____, 2010.

For the West Jefferson Education
Association/OEA

President

Member

Member

Member

Member

For the Jefferson Local Board of
Education

President

Vice-President

Treasurer

Superintendent

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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	1.0000	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: Effective 2002-2003

20	900.00	900.00	900.00	1,000.00
23		900.00	900.00	1,000.00
25	900.00	900.00	1,000.00	1,000.00
27		900.00	1,000.00	1,000.00
29			1,000.00	1,000.00

APPENDIX B
JEFFERSON LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
IRN 048256
2010-11 0% Inc
Base \$33,537

STEP	BACH	BS+150	MA	MA+30
0	33,537	35,046	36,555	38,064
1	35,046	36,555	38,064	39,574
2	36,555	38,064	39,574	41,083
3	38,064	39,574	41,083	42,592
4	39,574	41,083	42,592	44,101
5	41,083	42,592	44,101	45,610
6	42,592	44,101	45,610	47,119
7	44,101	45,610	47,119	48,629
8	45,610	47,119	48,629	50,138
9	47,119	48,629	50,138	51,647
10	50,138	51,647	53,156	54,665
11	51,647	53,156	54,665	56,174
12	53,156	54,665	56,174	57,684
13	54,665	56,174	57,684	59,193
14	56,174	57,684	59,193	60,702
15	57,684	59,193	60,702	62,211
16	60,702	62,211	63,720	65,229
17	60,702	62,211	63,720	65,229
18	60,702	62,211	63,720	65,229
19	60,702	62,211	63,720	65,229
20	61,602	63,111	64,620	66,229
21	61,602	63,111	64,620	66,229
22	61,602	63,111	64,620	66,229
23	61,602	64,011	65,520	67,229
24	61,602	64,011	65,520	67,229
25	62,502	64,911	66,520	68,229
26	62,502	64,911	66,520	68,229
27	62,502	65,811	67,520	69,229
28	62,502	65,811	67,520	69,229
29	62,502	65,811	68,520	70,229
30	62,502	65,811	68,520	70,229

APPENDIX C
JEFFERSON LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
IRN 048256
2011-12 1% Inc
Base \$33,872

STEP	BACH	BS+150	MA	MA+30
0	33,872	35,396	36,920	38,445
1	35,396	36,920	38,445	39,969
2	36,920	38,445	39,969	41,493
3	38,445	39,969	41,493	43,017
4	39,969	41,493	43,017	44,542
5	41,493	43,017	44,542	46,066
6	43,017	44,542	46,066	47,590
7	44,542	46,066	47,590	49,114
8	46,066	47,590	49,114	50,639
9	47,590	49,114	50,639	52,163
10	50,639	52,163	53,687	55,211
11	52,163	53,687	55,211	56,736
12	53,687	55,211	56,736	58,260
13	55,211	56,736	58,260	59,784
14	56,736	58,260	59,784	61,308
15	58,260	59,784	61,308	62,833
16	61,308	62,833	64,357	65,881
17	61,308	62,833	64,357	65,881
18	61,308	62,833	64,357	65,881
19	61,308	62,833	64,357	65,881
20	62,208	63,733	65,257	66,881
21	62,208	63,733	65,257	66,881
22	62,208	63,733	65,257	66,881
23	62,208	64,633	66,157	67,881
24	62,208	64,633	66,157	67,881
25	63,108	65,533	67,157	68,881
26	63,108	65,533	67,157	68,881
27	63,108	66,433	68,157	69,881
28	63,108	66,433	68,157	69,881
29	63,108	66,433	69,157	70,881
30	63,108	66,433	69,157	70,881

APPENDIX D
JEFFERSON LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
IRN 048256
2012-13 1.5% Inc
Base \$34,380

STEP	BACH	BS+150	MA	MA+30
0	34,380	35,927	37,474	39,021
1	35,927	37,474	39,021	40,568
2	37,474	39,021	40,568	42,116
3	39,021	40,568	42,116	43,663
4	40,568	42,116	43,663	45,210
5	42,116	43,663	45,210	46,757
6	43,663	45,210	46,757	48,304
7	45,210	46,757	48,304	49,851
8	46,757	48,304	49,851	51,398
9	48,304	49,851	51,398	52,945
10	51,398	52,945	54,492	56,039
11	52,945	54,492	56,039	57,587
12	54,492	56,039	57,587	59,134
13	56,039	57,587	59,134	60,681
14	57,587	59,134	60,681	62,228
15	59,134	60,681	62,228	63,775
16	62,228	63,775	65,322	66,869
17	62,228	63,775	65,322	66,869
18	62,228	63,775	65,322	66,869
19	62,228	63,775	65,322	66,869
20	63,128	64,675	66,222	67,869
21	63,128	64,675	66,222	67,869
22	63,128	64,675	66,222	67,869
23	63,128	65,575	67,122	68,869
24	63,128	65,575	67,122	68,869
25	64,028	66,475	68,122	69,869
26	64,028	66,475	68,122	69,869
27	64,028	67,375	69,122	70,869
28	64,028	67,375	69,122	70,869
29	64,028	67,375	70,122	71,869
30	64,028	67,375	70,122	71,869

APPENDIX E

Jefferson Local Teacher Evaluation

The purpose of this evaluation instrument is to improve instruction, thus improving student learning. The instrument was adapted from the Pathwise^R Assessment by the Educational Testing Service. Permission for using Pathwise^R as the model for this evaluation was granted on 4/26/02 by Arlene Stoltzman of the Educational Testing Service.

This report reflects information gained from conversations with the teachers well as informal and formal observations since the last evaluation.

Name of Teacher: _____

Years of Teaching Experience Credit: _____

Grade(s)/Subject(s) taught: _____

Date of Pre-Conference: _____

Date of First Observation: _____ Date of Second Observation: _____

Class of First Observation: _____ Class of Second Observation: _____

Number of Students: _____ Number of Students: _____

Date of Additional Observation: _____ Date of Additional Observation: _____

Class of Additional Observation: _____ Class of Additional Observation: _____

Number of Students: _____ Number of Students: _____

Date of Post Conference: _____

The descriptors listed on the following pages represent the District's standards for teachers...

Rubric

1- Does not meet District's standard

2- Improvement needed, standards are not consistently met.

3- Meets District's standard.

4- Consistently exceeds District's standard.

5- Exemplary, top of the profession.

N/A- Not applicable. Not observed.

Absences	Professional	Illness/Death in Family	Unrestricted
20 _____ (Present School Year)	_____	_____	_____

20 _____ (Previous Year)	_____	_____	_____
-----------------------------	-------	-------	-------

Jefferson Local Schools' Teacher Evaluation

Pre-Conference Work Sheet

The pre-conference may be written or oral.

I. Discuss date and time of observations.

Date of observation	Time of observation	Topic of Lesson

II. Objectives of the lesson for the first observation.

Objectives of Lesson	Relation to Curriculum	Methods, Activities and Setting	Relation to Previous Learning

III. Objectives of the lesson for the second observation.

Objectives of Lesson	Relation to Curriculum	Methods, Activities and Setting	Relation to Previous Learning

IV. Objectives of the lesson for an additional observation.

Objectives of Lesson	Relation to Curriculum	Methods, Activities and Setting	Relation to Previous Learning

V. How will you determine how effectively each student learned the skills and or content?

VI. On what activities, students or teaching behaviors would you like for me to focus?

Section A: Organizing Content Knowledge For Student Learning

Pre-Conference

Materials Needed:

- Lesson Plans
- Grade Book
- Other

Pre Conference Goals:

- A) Set observation schedule.
- B) Determine the teacher's pre-planning for effective student learning.
- C) Inform the observer of the activities used to facilitate student learning.

A1: Becoming familiar with relevant aspects of students' background knowledge and experiences.

- | | | | | | | | |
|----|--|---|---|---|---|---|-----|
| 1. | Is knowledgeable of the students' functioning levels. | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | Is knowledgeable of the environmental factors that influence the students' performances. | 1 | 2 | 3 | 4 | 5 | N/A |

A2: Creating or selecting clear learning goals for the lesson that are appropriate to the students.

- | | | | | | | | |
|----|--|---|---|---|---|---|-----|
| 1. | Correlates appropriate instructional objectives which implement the course of study. | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | Provides a program responsive to students' capabilities and needs. | 1 | 2 | 3 | 4 | 5 | N/A |

A3: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson.

- | | | | | | | | |
|-----|---|---|---|---|---|---|-----|
| 1. | Assesses the task to be presented. | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. | Organizes learning materials effectively. | 1 | 2 | 3 | 4 | 5 | N/A |
| 3. | Assesses the appropriateness of the instructional material and/or activity to assist in the mastery of the objectives. | 1 | 2 | 3 | 4 | 5 | N/A |
| 4. | Selects proper learning techniques and materials to provide for successful experiences. | 1 | 2 | 3 | 4 | 5 | N/A |
| 5. | Designs proper sequence of tasks, materials and activities. | 1 | 2 | 3 | 4 | 5 | N/A |
| 6. | Matches instructional approach to students' learning styles. | 1 | 2 | 3 | 4 | 5 | N/A |
| 7. | Uses appropriate instructional materials. | 1 | 2 | 3 | 4 | 5 | N/A |
| 8. | Provides manipulatives and materials as needed. | 1 | 2 | 3 | 4 | 5 | N/A |
| 9. | Demonstrates evidence of lesson preparation. | 1 | 2 | 3 | 4 | 5 | N/A |
| 10. | Uses feedback for reteaching. | 1 | 2 | 3 | 4 | 5 | N/A |
| 11. | Demonstrates an understanding of the content learned previously, the current content, and the content that remains to be learned. | 1 | 2 | 3 | 4 | 5 | N/A |

COMMENTS:

Section B: Creating An Environment For Student Learning
In-Class Observation

B1:	Creating a positive classroom climate.									
1.	Communicates classroom rules and regulations.	1	2	3	4	5	N/A			
2.	Communicates consequences of actions clearly.	1	2	3	4	5	N/A			
3.	Enforces classroom rules and regulations that are clearly specified.	1	2	3	4	5	N/A			
4.	Uses the interventions that are appropriate and effective.	1	2	3	4	5	N/A			
5.	Respects the individual's rights.	1	2	3	4	5	N/A			
6.	Designs appropriate seating arrangement for the lesson.	1	2	3	4	5	N/A			
7.	Works for effective integration of all students.	1	2	3	4	5	N/A			
8.	Emphasizes positive techniques.	1	2	3	4	5	N/A			
9.	Restructures the classroom as needed.	1	2	3	4	5	N/A			
10.	Maintains a pleasant classroom climate: safe and functional.	1	2	3	4	5	N/A			
11.	Displays enthusiasm.	1	2	3	4	5	N/A			
B2:	Establishing and maintaining rapport with students.									
1.	Encourages relationships that are respectful.	1	2	3	4	5	N/A			
2.	Uses positive reinforcement effectively.	1	2	3	4	5	N/A			
3.	Makes an effort to know the student as an individual.	1	2	3	4	5	N/A			
4.	Responds positively to a student's request for help.	1	2	3	4	5	N/A			
5.	Provides an emotionally safe environment.	1	2	3	4	5	N/A			
6.	Respects varying opinions.	1	2	3	4	5	N/A			
B3:	Communicating challenging learning expectations.									
1.	Communicates learning expectations based on curriculum goals.	1	2	3	4	5	N/A			
B4:	Establishing and maintaining consistent standards of classroom behavior.									
1.	Promotes students' self control.	1	2	3	4	5	N/A			
2.	Uses appropriate behavior management procedures.	1	2	3	4	5	N/A			
3.	Selects appropriate channels for resolving concerns or problems.	1	2	3	4	5	N/A			
4.	Adheres to authorized policies.	1	2	3	4	5	N/A			
B5:	Making the physical environment safe and conducive to learning as possible.									
1.	Assesses the appropriateness of the classroom environment for the learner.	1	2	3	4	5	N/A			
2.	Ensures that safety hazards are removed.	1	2	3	4	5	N/A			
3.	Provides instruction in safe use of equipment.	1	2	3	4	5	N/A			
4.	Models safe practices.	1	2	3	4	5	N/A			

COMMENTS:

Section C: Teaching For Student Learning
In-Class Observation

C1:	Making learning goals and instructional procedures clear to students.									
1.	Provides clear, explicit directions.	1	2	3	4	5	N/A			
2.	Communicates objective of the lesson.	1	2	3	4	5	N/A			
C2:	Making content comprehensible to students.									
1.	Uses appropriate oral and written expression.	1	2	3	4	5	N/A			
2.	Uses vocabulary appropriate for students' understanding.	1	2	3	4	5	N/A			
3.	Presents accurate information.	1	2	3	4	5	N/A			
4.	Uses a variety of verbal and nonverbal techniques.	1	2	3	4	5	N/A			
5.	Uses appropriate instructional materials and/or activities.	1	2	3	4	5	N/A			
6.	Provides for individual differences and appropriate grouping.	1	2	3	4	5	N/A			
7.	Modifies existing materials when necessary.	1	2	3	4	5	N/A			
8.	Presents a variety of activities to spark student interest.	1	2	3	4	5	N/A			
9.	Utilizes methods such as modeling, cueing, or prompting to facilitate the learner.	1	2	3	4	5	N/A			
10.	Provides lesson closure.	1	2	3	4	5	N/A			
C3:	Encouraging students to extend their thinking.									
1.	Provides independent practice.	1	2	3	4	5	N/A			
2.	Provides prompted practice.	1	2	3	4	5	N/A			
3.	Provides opportunity for transfer of learning.	1	2	3	4	5	N/A			
4.	Utilizes effective questioning strategies.	1	2	3	4	5	N/A			
5.	Elicits frequent responses for active student participation in learning.	1	2	3	4	5	N/A			
6.	Uses supplemental instructional materials and/or activities including the use of technology.	1	2	3	4	5	N/A			
C4:	Monitoring students' understanding of content through a variety of means, providing feedback to assist learning, and adjusting learning activities as the situation demands.									
1.	Monitors student responses.	1	2	3	4	5	N/A			
2.	Changes techniques as teaching/learning situation requires.	1	2	3	4	5	N/A			
3.	Uses appropriate evaluation activities.	1	2	3	4	5	N/A			
4.	Gives feedback regarding performance in a timely manner.	1	2	3	4	5	N/A			
5.	Provides students with specific evaluative feedback.	1	2	3	4	5	N/A			
6.	Assess learner performance through a variety of formal and informal techniques.	1	2	3	4	5	N/A			
7.	Reviews past learning.	1	2	3	4	5	N/A			
C5:	Using instructional time effectively.									
1.	Gains attention of learners before beginning instruction.	1	2	3	4	5	N/A			
2.	Has materials available when needed.	1	2	3	4	5	N/A			
3.	Manages time effectively.	1	2	3	4	5	N/A			
4.	Utilizes techniques to keep the lesson moving.	1	2	3	4	5	N/A			
5.	Paces instruction appropriately.	1	2	3	4	5	N/A			
6.	Manages seat work effectively.	1	2	3	4	5	N/A			
7.	Plans for substitutes are meaningful, understandable and comprehensive	1	2	3	4	5	N/A			

COMMENTS:

Section D: Teacher Professionalism

D1.	Reflecting on the extent to which learning goals were met.									
1.	Collects sufficient, frequent, formative data to make summative judgments.	1	2	3	4	5	N/A			
2.	Utilizes data to evaluate curriculum, instruction and time on task	1	2	3	4	5	N/A			
3.	Measures student progress toward objectives.	1	2	3	4	5	N/A			
D2.	Demonstrating a sense of efficiency.									
1.	Uses time efficiently.	1	2	3	4	5	N/A			
2.	Provides accurate data to school area and districts as required.	1	2	3	4	5	N/A			
3.	Completes duties promptly.	1	2	3	4	5	N/A			
4.	Completes duties accurately.	1	2	3	4	5	N/A			
5.	Responds to office correspondence promptly.	1	2	3	4	5	N/A			
D3.	Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.									
1.	Shares ideas and experiences through communication networks.	1	2	3	4	5	N/A			
2.	Requests other professional assistance to promote the student's success.	1	2	3	4	5	N/A			
3.	Utilizes support staff appropriately.	1	2	3	4	5	N/A			
4.	Informs appropriate personnel of school-related matters.	1	2	3	4	5	N/A			
5.	Cooperates with other professionals and the administration.	1	2	3	4	5	N/A			
6.	Maintains ethical behavior with other staff members.	1	2	3	4	5	N/A			
D4.	Communicating evaluation results and/or progress to appropriate individuals.									
1.	Participates in conferences with parents.	1	2	3	4	5	N/A			
2.	Shares ideas with parents about how to improve student success.	1	2	3	4	5	N/A			
3.	Is responsive and available to parents.	1	2	3	4	5	N/A			
4.	Responds promptly to parental concerns.	1	2	3	4	5	N/A			
5.	Solicits parental input.	1	2	3	4	5	N/A			
6.	Turns in grades promptly.	1	2	3	4	5	N/A			
7.	Maintains accuracy in record keeping.	1	2	3	4	5	N/A			
8.	Is a child advocate.	1	2	3	4	5	N/A			
D5.	Demonstrating Professionalism.									
1.	Demonstrates commitment by participation in professional activities.	1	2	3	4	5	N/A			
2.	Uses discretion in handling confidential information.	1	2	3	4	5	N/A			
3.	Demonstrates a knowledge of state and federal laws and regulations as they relate to the instructional situation.	1	2	3	4	5	N/A			
4.	Maintains proper care and use of instructional equipment.	1	2	3	4	5	N/A			
5.	Encourages student school involvement.	1	2	3	4	5	N/A			
6.	Keeps current with developments in the field.	1	2	3	4	5	N/A			
7.	Models appropriate dress.	1	2	3	4	5	N/A			
8.	Promptness in attendance at work.	1	2	3	4	5	N/A			
9.	Attendance.	1	2	3	4	5	N/A			
10.	Uses language that is free of sarcasm and profanity.	1	2	3	4	5	N/A			
11.	Dialogue with students is fair, appropriate and respectful.	1	2	3	4	5	N/A			

COMMENTS:

Post Observation Conference

The post-conference must be conducted within ten (10) working days after the second observation.

Purposes of Post Conference:

- A) Self analysis of the lessons by the teacher.
- B) Discuss standards that were not observed.
- C) Discussion of standards that are exceeded and exemplary.
- D) Discussion of data that impacts instruction.
- E) Discussion of standards in need of improvement or not met.
- F) Recommendations and establishing a plan to address recommendations.

I. Self Analysis

- A) What is your evaluation the lessons and how the students reacted to the instruction?
- B) What went especially well?
- C) What would you do differently?
- D) How did this affect your plans for the next lesson?
- E) Did you feel that the students were intending to learn?

II. Discussion of the standards that were not observed.

III. Discussion of standards that are exceeded and exemplary.

IV. Discussion of data that impacts instruction.

V. Discussion of standards in need of improvement or not met.

VI. Recommendations and establishing a plan to address recommendations.

Evaluator's comments:

Teacher's comments:

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

The signature of the teacher does not necessarily indicate an agreement with the evaluation or of the post conference. The signature indicates that the evaluation and post conference were held and that the teacher received a copy of the evaluation and the instrument used in the evaluation.

APPENDIX F

Request for Continuing Contract

Jefferson Local School District

NAME _____ BUILDING _____

GRADE _____ SUBJECT _____

BUILDING ADMINISTRATOR _____

Date presented to Building
Administrator _____

Certificates presently held _____

How long have you been in Jefferson Local School District? _____

Have you ever held a continuing contract before? _____ Yes _____ No

If yes, where? _____

Refer to Article V – Section E for any other information you want to submit in support of your request for a continuing contract.

Superintendent (614) 879-7654 -- Treasurer (614) 879-7654 -- Facsimile (614) 879-5376

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