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AGREEMENT

BETWEEN THE

JEFFERSON AREA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

JEFFERSON AREA TEACHERS ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

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I. RECOGNITION

A. Bargaining Agent

The Jefferson Area Local School District Board of Education (hereinafter "Board") recognizes the Jefferson Area Teachers Association (hereinafter "J.A.T.A." or "Association") an OEA/NEA affiliate as the sole and exclusive bargaining agent for the purposes of collective bargaining pursuant to Chapter 4117 of the Ohio Revised Code.

B. Bargaining Unit Members

1. The bargaining unit (hereinafter "Employee" or "Teacher") shall be comprised of all certificated/licensed, non-supervisory personnel employed under regular teaching contracts including, but not limited to, all classroom teachers (K-12, Adult, Special, and Vocational), long-term substitutes, guidance counselors, librarians, media and program specialists, dean of students, and head teachers.

2. The bargaining unit shall not include tutors and any personnel employed or to be employed as management level personnel (including but not limited to Superintendent, Assistant Superintendent, Principals and Assistant Principals), confidential employees, and supervisors as defined in O.R.C. 4417.01, or casual or hourly employees. Additional staff hired for the purpose of technology coordinator/director/administrator/support staff will not be members of the bargaining unit.

3. Long-Term Substitutes

   a. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.

   b. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article VI relating to Non-Renewal nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.

   c. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one school year.

   d. Neither the provisions of Article XX Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes.

   e. Neither the provisions of Article V, Appraisal of Teachers, nor the provisions of Section 3319.111, Ohio Revised Code shall apply to long-term substitutes, unless such substitute meets eligibility requirements under OTES or OSCES, in which case, evaluations will be conducted in accordance with Board Policy. The existence of an evaluation obligation under OTES will not affect the automatic expiration of long-term substitute's contract as set forth above.

   f. Compensation for permanent or long-term substitutes shall be at the substitute rate for the first sixty (60) days of employment and thereafter at BA 0.

g. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be provided with all fringe benefits accorded all other teachers and be included in the bargaining unit.

C. Definitions

Days: Day shall be defined as workdays except during the summer recess when days shall be weekdays.

II. PROFESSIONAL NEGOTIATIONS INSTRUMENT

A. Professional Negotiation

1. Submission of Issues

   Issues proposed for negotiation shall be submitted in writing by either party to the other no later than ninety (90) days prior to the expiration date of this Agreement, unless the parties otherwise mutually agree. No additional issues will be added unless mutually agreed to by the parties.

2. Scope of Negotiations

   Those matters which are negotiable are wages, fringe benefits, hours, or terms and other conditions of employment and the continuation, modification, or deletion of any provision of this Agreement.

B. Negotiations Procedure

1. Interim Reports

   During negotiations, interim reports of progress may be made to JATA by its representatives and to the Board by its representatives.

2. News Releases

   While negotiations are in progress, all releases prepared for the news media shall be made jointly by the Board and JATA. Declaration of impasse by either negates this section of the Agreement.

3. Caucuses

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

4. Negotiating Team

   Unless otherwise agreed, the Board and JATA shall be represented at all negotiation meetings by a team of five (5) or less. Each team shall be empowered to enter into good faith negotiations with the other party. All negotiations shall be conducted between said teams in executive session (unless otherwise agreed to by both parties). Each party shall have the right to admit no more than two (2) observers to the meetings. Such observers shall not have the right to speak at the negotiations table, unless mutually agreed that they may speak.

5. Authority to Negotiate

   While no final Agreement shall be executed without ratification by JATA and adoption by the Board, the parties mutually pledge that their representatives will be empowered with all necessary authority to make proposals, consider proposals, and make tentative concession in the course of negotiations.

6. Use of Consultants

   Each party may call on professional or lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

7. Length and Frequency of Meetings

   A schedule shall be developed at the initial meeting that sets forth time limits for the length and frequency of those meetings. This time table shall be mutually acceptable by both parties. These initial limits may be changed by mutual consent of both parties.

8. Item Agreement

   As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by each party. Initialed items of agreement shall not be submitted as unresolved issues at mediation.

9. Schedule of Meetings

   Negotiations between the parties on a successor Agreement will be held within fourteen (14) days of the written notice by either party to the other (unless both parties agree to an extension). Until all negotiations are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

10. Exchange of Pertinent Information

    The Board and Superintendent agree to furnish JATA's negotiation team or committee, upon request and within a reasonable period of time, both prior and during negotiations, essential and latest accurate information concerning financial resources of the district and other essential information which will assist JATA in developing intelligent and constructive programs on behalf of the teachers, the students, and the educational system. JATA agrees to furnish all essential and accurate information on its proposals to the Board's negotiating team. Both JATA and the Board agree to disclose unequivocally the intent and probable consequence of their proposals to aid and support the development of sound educational programs for the district.

C. Impasse

If agreement is not reached following any mutually agreed upon extension of the contract, the parties shall jointly notify the Federal Mediation and Conciliation Service ("FMCS") and the State Employment Relations Board ("SERB") that the issues in dispute are being submitted to mediation and request a mediator to assist in negotiations. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS (or the Bureau of Mediation if the services of FMCS are not available) shall be the sole dispute resolution procedure of these parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code. The parties will continue mediation until agreement is reached; provided, however, that the Association retains the right to strike in accordance with O.R.C. 4117.14(D)(2) upon the expiration of this Agreement.

D. Ratification

When agreement is reached it shall be reduced to writing. A certificate in accordance with O.R.C. Section 5705.412 will be attached prior to any ratification. The Agreement shall then be submitted first to the JATA for ratification. Within thirty-one (31) days from the time JATA ratifies the proposed negotiated package, the Board shall take action on the Agreement. When approved by both parties, it shall be signed by their respective representatives and shall become part of the official minutes of the Jefferson Area Local Schools Board of Education. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

III. RIGHTS

A. Board of Education Rights

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Section 4117.08(C) of the Ohio Revised Code. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

B. Association Rights

The Association shall be granted the following sole and exclusive organizational rights:

1. To use school buildings and equipment for meetings as per existing Board policy.

2. To place Association communications in the mailbox provided for each teacher.

3. To utilize school email for the purpose of communication of Association business between members of the Association and/or its representatives or designees.

4. To use the inter-school mail for Association communications and the bulletin board in the appropriate faculty workroom providing all such material posted on the bulletin boards is identified as JATA communications.

5. Board policies shall be maintained on the District's website.

6. JATA members who are elected or appointed to state and national offices or positions of JATA affiliated organizations shall be permitted to attend these meetings without loss of pay for a maximum of ten (10) days. All costs incurred for supplying substitute teachers shall be reimbursed by the JATA.

7. JATA members who are duly elected delegates to JATA affiliated organizations shall be permitted a maximum of six (6) total days yearly to attend these meetings without loss of pay. All substitutes' costs will be paid by the Board of Education. Attendance at these meetings must have prior approval by both the President of JATA and the Superintendent ten (10) days prior to the meeting.

8. The Association President and staff will be provided a minimum of one and one-half (1-1/2) hours to meet privately with teachers new to the system and to distribute information during new teacher orientation activities.

9. The President of JATA, or designated representatives, will be provided a maximum of thirty (30) minutes to discuss any issues that seem pertinent to the profession on teacher orientation day. JATA shall have the right to schedule its meetings to commence after regular staff meetings.

10. The JATA President shall be supplied without cost an advance copy of the completed agenda and financial report. A copy shall also be sent to an Association Representative in each building for placement. Minutes of the Board meetings will be made available to JATA upon request. Appropriations, financial reports, etc., will be supplied upon request in their final form.

11. JATA shall receive a written notice by electronic mail 24 hours prior to any regular or special Board meetings. Such notification shall be made to the President of JATA. JATA shall be permitted to address the Board at Board meetings pursuant to the rules applicable to any other individual(s) who wish(es) to speak at Board meetings.

12. The JATA President or his/her designated official shall be permitted to visit schools outside of their normal working or assigned hours.

13. The President of JATA and/or designated representatives shall be given released time to attend to Association business when requested by the administration to conduct such business during school hours. Such release time shall also be granted when such JATA officers are requested by the Board or administration to appear in court or administrative proceedings on behalf of the Board. Such release time shall not be granted when such representatives appear as parties or witnesses adverse to the Board.

14. The JATA President or designee shall be granted up to three (3) unrestricted Association days to conduct Association business. The cost of the substitute shall be paid by JATA. Notice of use of Association leave shall be given to the Superintendent forty-eight (48) hours (i.e., two (2) working days) before use.

C. Fair Share Fee for Representation

1. In recognition of the Association's services and benefits to the bargaining unit, all teachers shall either be members of the Association or in choosing to be nonmembers shall share in the financial support of the Association by paying to the Association a fair share fee.

2. The Board, hereinafter defined as the Board of Education, its members, the Treasurer, Superintendent, and all members of the administrative staff, agrees to an automatic payroll deduction, unless paid in one lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than one hundred percent (100%) of the unified dues of the Association, from the pay of all bargaining unit members of the Association, or who elect not to remain members.

3. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues, less the amount previously paid through payroll deduction.

4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15th, except that no fair share fee deductions shall be made for teachers employed after December 31 until the second paycheck.

5. Dues rates and fair share fee rates shall be transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts deducted to the Association.

6. The Board further agrees to accompany the initial transmittal with a list of the names of teachers for whom all such deductions are made.

7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) 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 teacher who does not join the Association 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.

8. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

9. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

    a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a non-member for which indemnification may be claimed;

    b. The Association shall reserve the right to designate counsel to represent and defend the employer;

    c. The Board agrees to the following:

        i. To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;

        ii. To permit the Association or its affiliates to intervene as a party when it so desires; and/or

        iii. To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and

d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.

10. A nonmember of the Association who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association regarding agency shop service fees.

11. Any nonmember of the Association who elects to continue employment with the Board after a forty-five (45) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement, and it will not be granted to any other employee organization seeking to represent teachers represented by the Association.

D. Individual Teacher Rights

Both parties to this Contract agree:

1. Neither the Association nor the Board shall discriminate with regard to race, color, religion, sex, national origin, ancestry, marital status, age, or disability.

2. Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interests.

3. Members of the instructional staff have the right to exercise their constitutional rights, political involvement, without fear or reprisal or discipline.

4. Members of the instructional staff shall abide by Board adopted policies.

5. Individuals have the right to join or not to join any professional Association.

6. No teacher shall be required to join any organization or contribute to any charity.

7. Teachers shall have access to buildings and equipment for job related responsibilities within existing policies.

8. Teachers shall not be held financially responsible for loss within the school of property belonging either to the school or students when such a loss is not the direct fault of the teacher due to negligence.

9. The school telephone shall be available for teacher use. A minimum of three (3) phone lines shall be available in each building at all times. All calls of a personal nature must be held to a minimum, and all charges should be reversed or charged to the teacher's home telephone.

10. A teacher may be represented by counsel or an Association representative during any conference with the Board, Superintendent, or other administrative personnel.

E. Teacher Professional Organization (TPO)

Consistent with Rule 337-6-01 of the Ohio Administrative Code, TPO members assigned to conduct TPO business shall be compensated, and such compensation shall be based on the position held within the TPO. No member can be compensated for more than one position except a bargaining team position. The amount for TPO compensation will be communicated in writing to the Board by the TPO by May 1st. The TPO shall reimburse the Board for TPO compensation no later than May 15th. TPO compensation payment will be made by May 31st. The Board will perform all administration within applicable laws and regulations. (including STR, regulations and reporting). The TPO reimbursement shall include. Salary and all applicable benefits of such officers, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefits. The Board will pay a stipend to the following positions: Association President, Vice President, Secretary, Chief Negotiator, other members of the negotiation team (up to 3 individuals), Association representatives (at least 4) and Treasurer.

IV. PRINCIPAL'S ADVISORY AND DISTRICT LABOR MANAGEMENT COUNCILS

A. Principal

Each building will have a Principal's Advisory Council consisting of ten percent (10%) of the staff appointed by the President of JATA that will meet with the principal to discuss any issues pertaining to the policies and procedures of the building as needed when requested by either party. Upon notice to either party, the principal and the council chairperson will meet at least three (3) days prior to the meeting date to mutually establish the written agenda. The principal retains the authority to establish building policies and procedures; however, conclusions arrived at by the PAC will be reported to the building staff in writing by the council secretary.

Items not resolved at the PAC may be referred to the Superintendent's Advisory Council for discussion. Items affecting more than one building may be referred to the District Labor Management Council.

B. Superintendent

The building representatives of each building and the President of JATA will meet with the Superintendent for the purpose of:

- discussing problems and concerns of the administration and/or staff generally;
- discussing those issues affecting teachers within a particular building which have not been resolved by the appropriate Principal's Advisory Council;
- reviewing policies that pertain to the staff and anything else that may make the educational process run more smoothly on an as needed basis when requested by either party.

Upon notice to either party, the Superintendent and the Council Chairperson will meet at least three (3) days prior to the meeting to mutually establish the written agenda. A recorder shall be named whose responsibility it shall be to take minutes of the meeting and to make the minutes of the meeting available to the rest of the staff. The Superintendent's office shall be responsible for typing and distributing the minutes for the staff and the Board.

C. District Labor Management

The Board and JATA agree to the formation and maintenance of a District Labor Management Council (DLMC) for the purpose of enhancing labor relations and providing a forum for discussing problems and concerns of the administration and/or staff generally which are brought before the Council either by JATA or the Administration/Board. Upon notice to either party, the Superintendent and a representative appointed by JATA will meet at least three (3) days prior to any scheduled meeting to mutually establish the written agenda. A recorder shall be named whose responsibility it shall be to take minutes of the meeting and to make the minutes of the meeting available to the rest of the staff and the Board. The Superintendent's office shall be responsible for typing and distributing the minutes.

The DLMC shall be composed of up to five (5) teachers selected by JATA and up to five (5) administrators and board members selected by the Superintendent.

The DLMC shall meet up to six (6) times during the school year. The meeting schedule shall be established by the Superintendent in consultation with the JATA President prior to the beginning of the school year. By agreement of the DLMC, additional meetings may be scheduled.

DLMC discussion items that require distribution outside of the DLMC will be summarized in one written statement by both the JATA President and the Superintendent.

DLMC members of JATA and the Board/Administration agree to participate in FMCS training in labor management-relations, as determined by the committee. Members of the DLMC shall be required to receive training materials from the Superintendent.

V. APPRAISAL OF TEACHERS

I. OTES/OSCES bargaining unit members

A. Purpose

- To follow the Ohio Evaluation System as found on the Ohio Department of Education and stated in the Ohio Revised Code.

The purpose of evaluation/observation is:

1. To inform instruction.

2. To help the teacher to achieve greater effectiveness in teaching through identifying, implementing, supporting best educational practices for student and professional growth.

3. To provide definite written records of a teacher's performance to be used:

   a. As evidence of the teacher's performance.

   b. In advancement of position and awarding of continued employment.

   c. As reference material (for recommendation for other systems).

   d. As an on-going plan for improvement of instruction.

1. Definition

Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

Evaluation Framework: The document created and approved by the OSBOE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments as found in OhioES.

Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan as found in OhioES

Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio State Board of Education.

Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan can be found on the OhioES website.

Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained on the OhioES website.

B. Procedure for Appraisal

The following procedures shall be employed in appraising staff members. Appraisal is initially the building administrator's responsibility. Observation / evaluation times and dates will be mutually agreed upon by both parties involved.

1. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

2. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

3. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher. Administrators may visit classrooms on an informal basis.

4. All observations/evaluations of a teacher must be directly related to the negotiated job description and academic content standards.

5. No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observation of the classroom work of the teacher and discussions in pre and post conferences.

6. There shall be two (2) formal observations for each formal evaluation. The formal observation for each evaluation shall be preceded by a conference or pre-observation questionnaire between the administrator and the teacher in order for the teacher to explain his/her plans and objectives for that class that day. Teachers will complete the post-observation form prior to the post-observation conference which will be held within ten (10) work days of the observation. The second formal observation will take place at least ten (10) work days after the first observation and the area of focus for the second observation has been identified in the post-conference of the first observation.

7. The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement.

8. The administrator shall provide written or verbal feedback for the teacher for any observation or informal visit that is to be included in the formal evaluation of the teacher.

9. The administrator shall complete a written class observation report in OHIOES for each (formal) observation.

10. The final post-observation conference shall be held within ten (10) work days of the observation at which time the teacher will receive through OHIOES signed copies of the observation forms / evaluation form.

11. The evaluation forms as set forth in Ohio Evaluation System (OHIOES). The observation forms / evaluation form used during the observation phase of a teacher appraisal shall be collected and kept in OHIOES and teachers have the option to print these completed forms and have them included in their personnel file.

C. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than January 15th. The second formal observation shall be completed no later than April 30th.

2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The second formal observation will be completed no later than March 15th. The third formal observation shall be completed no later than April 30th.

3. One (1) formal or one (1) walkthrough/informal observation shall occur in a year in which a teacher is not on an evaluation cycle.

4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days, unless mutually agreed upon by both parties.

5. A teacher may request a formal observation at any time in addition to those required by this procedure.

6. All formal observations shall be announced.

D. Observation Conferences

1. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form from OhioES.

2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 10 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan. Teachers and evaluators will mutually agree to complete the post conference through e-mail, video conference (will not be recorded), in-person or sharing information in writing

through the OHES platform.

E. Walkthroughs/Informal Observations

1. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:
    - Evidence of planning;
    - Lesson delivery;
    - Differentiation;
    - Resources;
    - Classroom environment;
    - Student engagement;
    - Assessment;
    - Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall be at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.

3. At the request of the teacher, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.

4. No more than 5 walkthroughs shall be conducted in each evaluation cycle.

5. Walkthroughs shall not disrupt the learning environment in the classroom.

6. Teachers may request a walkthrough at any time.

F. High Quality Student Data (HQSD)

1. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

2. The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

3. High-quality student data will meet the following criteria:
    - aligns to learning standards.
    - measures what is intended to be measured.
    - as directly attributable to the teacher being evaluated for course(s) and grade level(s) taught.
    - demonstrates evidence of student learning (achievement and/or growth).
    - follows protocols for administration and scoring

- provides trustworthy results.
- is fair and unbiased.

In addition to value-added data, the superintendent or his designee may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

4. Annually, the Superintendent or his designee shall develop a list of approved high-quality student data unless using a vendor assessment from OSBOE approved list in collaboration with the evaluation committee, with experts in the field of education, district administrators, and with the district's Building Leadership teams (BLT).

5. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials may be purchased, and all affected staff will be trained on utilization of the assessment program. Training may take place in small, applied settings.

6. To select high-quality student data, JATA and the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, and the district's teachers and teacher teams. They will be responsible for approving HQSD instruments after they have been developed, or identified, reviewed, and recommended by a grade level, content area, special education, Title I or Educational Specialist (art, music, health, PE, technology teacher, etc. or in the cases where a content area has only one teacher in the field, that specialist).

7. The District's two elementary buildings will share their approved HQSD instruments for use in both buildings.

8. As a part of the HQSD identification and approval process it must be determined that the instrument produces data that can be used by teachers to:
    - Critically reflect upon and analyze available data, use the information as part of an ongoing cycle of support for student learning.
    - Consider student learning needs and styles, identify the strengths and weaknesses of an entire class as well as individual students.
    - Inform instruction, adapting instruction to meet student need based upon the information gained from the data analysis.
    - Measure student learning (achievement and/or growth) and progress towards achieving state/local standards.
9. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
    - Knowledge of the students to whom the teacher provides instruction.
    - The teacher's use of differentiated instruction practices
    - Assessment of student learning
    - The use of assessment data
    - Professional responsibility and growth
    - Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data. Evidence will be presented in either or both the preconference and post conference setting or any other process developed by the evaluator and teacher as a part of the evaluation process.

G. Professional Growth Plans and Professional Improvement Plans

1. Professional growth and improvement plans shall be developed as follows based on the Ohio Evaluation System:

   Teachers are responsible for creating their Professional Growth and Improvement Plans as required through the Ohio Evaluation System
   - A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a self-directed Professional Growth Plan annually
   - A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator.
   - A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.
   - A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by OHES
   - A teacher who is placed on an improvement plan will develop the plan collaboratively with his/her credentialed evaluator.
   - A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator.
   - The District administration has discretion to place a teacher on an Improvement Plan when deficiencies are noted in the evaluation system by the teacher.
   - Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.
   - No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

2. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.
   - A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator.
   - The District administration has discretion to place a teacher on an improvement plan when deficiencies are noted in the evaluation system by the teacher.
     a. PGP Goals:
        When writing a professional growth plan the number of goals that each teacher will be required to adopt is as follows:
        - Accomplished one goal
        - Skilled/Developing two goals
        - Ineffective two goals
        - PGP Goals:

     b. Timeline:
        Teachers will base their Growth Plan on the previous year's evaluation and data.

Growth plans will be developed and approved by September 30th.

c. Alignment of PGP to District and Building Improvement Plans:
Teachers along with their evaluator will identify items included in the Building / District improvement plan that align with the teacher's PGP.
    - Accomplished teachers will be required to cite their alignment.
    - Skilled and Developing Teachers will be determined to be in alignment when their evaluator approves the PGP.
    - Ineffective teachers will have goals prescribed by their evaluator and will be considered aligned when the plan is approved.

H. Criteria For Performance Assessment

- A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included in OhioES.
- Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.
- A teacher may provide evidence to support and inform an accurate reflection of the Evaluation Factors being evaluated, to the credentialed evaluator. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
- All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
- No recordings (video or audio) from the classroom shall be used for teacher observations/evaluations, the District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance. Teachers in the year that they take the RESA may be exempted from evaluation that year.
- No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form) if designated as Accomplished or Skilled. *(Note in OTES 2.0 no teacher is required to complete a self-assessment in OhioES and if they choose to do so, it is not visible to the evaluator)*

I. Limited Contract Teachers / Multi-year Contract Teachers / Continuing Contract Teachers

1. First and second year teachers employed in Jefferson Area Local Schools.
    a. Will complete a full evaluation cycle and shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.
    b. The first evaluation must be completed on or before January 15th, the second on or before April 30th.
    c. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained

from a pre-observation and the area of focus for the second observation has been identified in the post-conference of the first observation. Teachers and evaluators will mutually agree to accomplish the pre-conference remotely through email, video conference, or in-person sharing information in writing. Evidence will be presented in the pre-conference. If evidence is not provided, it may affect a teacher's rating for that observation. Artifacts aligned to the rubric will be uploaded in OHES in lieu of written answers to pre-conference questions (All questions will not apply to all observations).

d. The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement.
e. At the completion of the informal/holistic/focused observation, teachers may print off their observation form completed by the evaluator and have the evaluator sign the hard copy.
f. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator.
g. Focus Areas for Focused Observation:
    - A teacher with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s).
    - A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator.
    - A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s).
    - A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator.
h. A teacher may request a formal evaluation at any time convenient to both parties.

2. Teachers with two or more years of experience and a one or multi-year contract in Jefferson Area Local Schools.
    - Will complete a full evaluation cycle and shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.
    - The first evaluation must be completed on or before January 15th, the second on or before April 30th.
    - The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from a pre-observation conference. Teachers and evaluators will mutually agree to accomplish the pre-conference remotely through email, video conference, or in-person sharing information in writing.
    - The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement.
    - Focus Areas for Focused Observation:
        - A teacher with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s).
        - A teacher with a final evaluation rating of Skilled (from the previous year)

will select focus area(s) in collaboration with his/her evaluator.
    - A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s).
    - A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator.
- The holistic observation must be completed on or before January 15th.
- An unsatisfactory teacher evaluation report will require another formal evaluation before April 1st.
- A teacher may request a formal evaluation at any time convenient to both parties.

J. Evaluation Intervals Based on Ratings:

1. A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years.
    - The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan.
    - The professional growth plan will focus on the most recent evaluation of the teacher.
    - The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.
2. The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years.
    - The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan.
    - The professional growth plan will focus on the most recent evaluation and observations of the teacher.
    - Teachers will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.
3. Two formal observations are required for Full Evaluation years. One observation, either formal or informal, is required for Carry Forward Evaluation years

Any teacher who is under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2) classroom walkthroughs.

K. Notice

The evaluation of all teachers shall be recorded on the forms provided in OhioES as of July 1, 2021 in Appendix B of the master copy for the Bargaining Unit and the Board of Education. A copy of the forms will be available electronically with a link on the school website and a hard copy in the office of each building. The evaluation form shall be electronically signed by the evaluator in OhioES. The evaluation shall be electronically signed by the teacher or witness to signify notification that he/she received a copy of the form, but not that the teacher necessarily agrees with the evaluation. Such form shall be returned to the administrator in OhioES within four (4) work days after it is received by the teacher.

L. Correction of Performance Deficiencies

- A teacher who has teaching deficiencies (needs improvement) noted in their end of year evaluation (1 Holistic and 1 focused observation) shall have a conference(s) with his/her administrator or superintendent to discuss such teaching deficiencies and jointly develop a PIP (Performance Improvement Plan) to be implemented in the next evaluation cycle (see Appendix B) with the administrator to improve the deficiencies. Such conference(s) shall be documented in the PIP and a copy given to the teacher noting the teacher's deficiencies and suggested means by which the teacher may obtain assistance in making such improvements.
- The teacher shall be given a minimum of forty (40) calendar days to correct such deficiencies prior to the second evaluation.
- Any teacher who is assigned a PIP shall receive at least three (3) formal observations in addition to periodic, at least two (2) classroom walkthroughs.
- Each observation will be followed by a written report, including an assessment of the teacher's efforts to improve in the areas of noted deficiencies, in addition to a statement of further efforts to assist the teacher, if necessary, shall be submitted by the administrator to the superintendent and the teacher involved no later than April 10th.
- No limited teacher's contract will be recommended for non-renewal, for performance reasons, unless the observation and/or reprimand procedures have been followed by the administration.
- Teachers with limited contracts not to be recommended for re-employment for the following school year will be so notified by April 30th. The superintendent will discuss the above action with the teacher prior to the official board action.

M. Other Deficiencies

Other deficiencies regarding the employee's failure to adhere to reasonable rules, or other documented deficiencies not noted during the formal observations, must be in writing and provided by the employee. However, if such deficiencies were the subject of appropriate disciplinary action and/or already appear in the teacher's personnel file pursuant to Article XVIII, such deficiencies need to be put in writing again or restated in the evaluation.

All other deficiencies included in this category that are put in writing and provided to the employee will include a plan for correction (PIP) of deficiencies and a reasonable time period for correction.

N. Staff In-Service Regarding Appraisal

- Shall be provided as part of the teacher orientation.

O. Professional Development

- The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

II. School Counselor Evaluation System – OSCES Teachers

A. OSCES / in OHIOES

For OSCES teachers, the District will utilize the School Counselor Evaluation Systems in

OhioES. All matters contained within these Systems shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the School Counselor Evaluation System must be bargained prior to implementation to the extent required by law.

III. Evaluation Committee

1. Description

a. The Association and the Board agree to maintain a standing joint Evaluation Committee for the purpose of making recommendations regarding the policy, procedure and process, for the evaluation of teachers in the District and to review as needed the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. Either the Association or the Board can request that the evaluation committee meet.

2. Committee Composition

a. The Committee shall be comprised of four (4) Association members appointed by the Association president and four (4) members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend Committee meetings.

b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

3. Committee Operation

a. The Committee will meet as needed to address issues, concerns or state local changes to the evaluation process. Either the Association or the Board can request that the evaluation committee meet.

b. The Committee will develop the ground rules by which the Committee will operate.

c. The Committee shall be chaired jointly by a Committee member from the Association and a Committee member from the Board.

d. Members of the Committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

e. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

f. Committee agendas will be developed jointly by the co-chairpersons of the committee.

g. All decisions of the Committee will be achieved by consensus.

h. At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.

i. Members of the Committee will receive release time for Committee work and training.

j. Minutes of meetings will be distributed to Committee members, Association President and District Superintendent within fifteen (15) working days following meetings of the committee.

4. Sub-Committees

a. The Committee may establish sub-committees to assist with their work.

b. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.

c. The Committee shall be authorized to recommend the use of consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate.

5. Compensation

a. Any Committee work performed outside of the contractual work day will be paid at twenty dollars ($20) per hour.

6. Committee Authority

a. The Committee is responsible for jointly developing, reviewing and recommending changes to the Board policy for teacher evaluation.

b. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

c. The Board and the Association shall bargain, during regular contract negotiations, locally controlled items of the teacher evaluation procedure and these negotiations shall be satisfactory completed prior to the implementation of the evaluation procedure prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification of both parties.

d. If either party wishes to consider any change or revision to the Board Evaluation Policy it will discuss the matter with the Committee.

e. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

IV. Evaluators

Qualifications and Assignments

- Each evaluator shall be an employee or contract employee that spends more than 50% of their time in the district (unless mutually agreed upon between JATA and Administration) of the Jefferson Area Local School District employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.
- A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in OHIOES

V. Finalization of Evaluators

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be placed in OhioES and a conference shall be held between the teacher and evaluator.

VI. FAIR TREATMENT

A. General Provisions

1. No teacher, after the third full year under a regular teaching contract, shall be disciplined, reprimanded, suspended, transferred, non-renewed, adversely evaluated, or otherwise deprived of any "professional advantage" without just cause.
    a. Teachers who have not passed the RESA program by the end of the second year of the RESA program will be subject to non-renewed by the close of their fourth year without just cause.

2. Teachers employed may be non-renewed without just cause during the first or second or third year (Fourth year for those who do not pass RESA by year two in the program) of employment in the District by simple written notification from the Board prior to May 10th of the Board's intent to non-renew. The teacher will be given an opportunity to resign in lieu of non-renewal.

3. All procedures with respect to non-renewal as provided in this collective bargaining agreement will prevail over the statutory requirements of Ohio Revised Code Sections 3319.11 and 3319.111.

4. In the cases of reprimand, discipline of a staff member, or other administrative actions to discipline staff, the administrators will use personal conferences, informal discussions, and other techniques where possible until the act(s) bringing the discipline about or the extreme nature of said act(s) requires formal action.

5. Staff members formally reprimanded are entitled to:

    a. Respond in writing to the reprimand.

    b. Use the steps of the grievance procedure if the staff member feels wrongly reprimanded (disciplined).

    c. The JATA President will be given notice of all written discipline.

6. Should an employee be disciplined all evidence to substantiate the discipline will be presented to the employee and his/her representatives. This shall include computer logs, video recordings and all other documentation.

B. Contract Non-Renewal

1. Prior to taking any action to non-renew a teacher, the Board of Education will provide the teacher an opportunity to meet with the Superintendent to state his or her reasons why such action should not be taken.

2. The Superintendent shall notify the staff member of the intention to recommend non-renewal of contract a minimum of ten (10) days prior to any Board action. If teacher desires, and subsequent to meeting with the Superintendent, the teacher may request a dialogue session with the Board. This dialogue shall be in executive session.

3. The teacher may be accompanied by a representative to any meeting set forth above.

4. The Board shall by resolution declare its intention not to reemploy the bargaining unit member at the expiration of his/her limited contract and shall give the employee written notice of the action on or before May 10th of the year his/her contract expires. Notice shall be given to the employee by an administrator or the Treasurer delivering it personally to the employee or by sending it by certified mail to the employee's last address on file with the Board.

C. Individual Conferences-Procedures

It is important that administrators and teachers alike relate their concerns in a manner complimentary to their position and profession. Behavior of any other type is discouraged and not condoned.

Suggestions and/or criticisms made by either the teacher or the administrator shall be conducted in private.

If a situation exists whereby an administrator will discuss with a staff member informal concerns or formal charges, which are not related to the appraisal of classroom observations and which has the purpose of disciplining the teacher for alleged improprieties, the teacher shall have the right to be accompanied by a representative of their choice during the discussion. Either party electing to bring a representative to said discussion shall notify the other party of the name(s) of those who will be in attendance. The time and date of said discussion will be mutually agreed upon.

Advance notification shall be given said teacher to be accompanied by a representative. The administrator, likewise, may desire and be privileged with a similar opportunity.

VII. COMPLAINTS

A. Should a complaint or concern occur, no meeting shall take place with the building supervisor(s), athletic director and/or Superintendent until the bargaining unit member has been informed of the complaint(s)/concern(s).

B. No disciplinary action may be taken against a teacher or included in a teacher's personnel file based upon a complaint or other concern unless the Superintendent and/or Building Principal has in order:

1. first notified the bargaining unit member of the complaint, and

2. has met with the bargaining unit member to discuss the complaint or concern and the bargaining unit member's response, and

3. met separately or jointly with the community member and/or with the bargaining unit member to resolve the complaint

The bargaining unit member may request representation from another bargaining unit member, immediate supervisor, guidance counselor or any other representative he/she feels necessary, within three (3) working days, to facilitate a resolution to the complaint/concern at any time during this process.

C. Prior to placement of documentation in the bargaining unit member's personnel file, the employee shall have ten (10) working days to respond in writing to said documentation. Failure of the bargaining unit member to respond within ten (10) working days shall not limit placement of management documentation in the personnel file. Any response shall be attached to each copy of the documentation.

D. A bargaining unit member who is disciplined will have a right to a representative of his/her choosing at any conferences that take place as described above.

VIII. INCLUSION – MAINSTREAMING

A. IEP

1. Upon five (5) work days notification, employees whose duties would be impacted by a student with an IEP may, consistent with law, be provided the opportunity to participate in the development of the IEP and to be present at the IEP meetings.

2. The IEP Team meeting should be scheduled at a time and place, which is accommodating for IEP Team members for such participation.

3. In accordance with O.R.C. 3323.02, the Board shall provide the necessary personnel as identified in the IEP to perform any supportive services which may be required for a student in an IEP.

4. Teachers as a part of their professional duties will attend IEP/IAT meetings as per the law. Administrators and teachers involved in scheduling these meetings will work to minimize the time these meetings take outside the school day. Meetings, except in the case of an emergency, will be scheduled with participating teachers at least three work days prior to the meeting.

   Upon request and verification, unit members required to attend IEP/504 or IAT meetings held outside of and/or extending beyond the regular school day shall be reimbursed for their time at the meeting at the rate of five dollars ($5.00) per fifteen minutes beginning after the first fifteen (15) minutes outside the contractual day.

5. No teacher shall be required to sign an IEP/IAT if he/she was not involved in the IEP/IAT meeting.

6. IEP meetings are not to begin until 10 minutes after the start of the teacher's day to allow team members to prepare for the meeting (i.e. assemble the team, prepare to bring the documents to be viewed prior the start of the meeting, etc.).

B. Student Assistance

1. Qualified nurses and/or licensed medical technicians shall be the only employees to provide and conduct necessary medical procedures. In special circumstances, association members may be requested or required to perform emergency care. Examples include diabetic monitoring, epi-pen administration or administering medications. Training will be provided for association members as needed.

2. Teachers shall not be requested or required to perform personal hygiene services, such as, but not limited to, diapering and toileting.

Common planning time is needed for all teachers involved with a special education student and should be scheduled on a regular basis.

In the event problems arise for the teacher as a result of the inclusion of a special education student, the teacher shall notify the Principal for the purpose of discussing possible interventions and strategies who may thereafter schedule a meeting to resolve problems within two workdays.

Each intervention specialist over the state maximum (16 for grades K-8 and 24 for grades 9-12) will be given one day for each grading period to write IEPs, complete progress reports, provide monitoring, etc.

IX. EMPLOYMENT PRACTICES

A. Assignment Procedure

1. Teaching personnel will be informed by the Superintendent of the teacher's subsequent school year assignment no later than July 15. Notice of assignment will be included with salary notice information.

   Assignment changes taking place after July 15 shall be made only after discussion with the personnel involved and any subsequent change initiated by the school administration and taking effect after July 15, shall be reason to automatically enter into a supplemental contract to compensate for preparation time, plans, inconvenience, etc., as per guidelines listed.

   In entering into a supplemental contract, it shall be with the teacher's knowledge and assurance that all other practical avenues to resolve the situation are nonexistent and that the assignment will be for no other purpose than that which educationally benefits the instructional program.

   a. Assignment changes in secondary schools - $50.00 per period per year.

   b. Elementary changes in grade level (2nd and 3rd, etc.) $200 per year. Request of a faculty member to be reassigned shall not qualify for compensation specified above.

   c. Both elementary and secondary teachers shall be compensated $200 per year for an involuntary room assignment change.

2. Teaching Assignments

   Consideration shall be given to a teacher's request concerning subject area and subject category in as much as the qualifications of the teacher, scheduling policies and limitations, and principal judgment suggest.

3. District Support Organizations

   Attendance at and membership in any District Support Organization is encouraged but not mandatory for teachers. (Per Board Policy 9211)

B. Salary Notice (Appendix E)

Teachers will receive appropriate written information (salary notice) concerning employment for the next school year no later than July 15.

If the format of the salary notice changes, notification will be given to the JATA executive committee prior to implementation.

C. Teacher "Home Base"

The Board will provide each teacher a home base from which to teach. The home base shall include those items needed for the teaching position.

D. Faculty Workroom

Each building will have, for the exclusive use of the school employees, a room reserved for professional purposes. Whenever possible, two (2) such rooms shall be provided.

The rooms may be furnished by employee contributions, Board funds, school organizations, etc., with all such furnishings and locations being acceptable to the principal.

E. Medical/Mental Wellness Examinations

The Board may require a medical or mental wellness examination or medical/mental wellness release of an employee relative to the teacher's ability to perform his/her duties.

When medical/mental wellness examinations or release are required of teachers, the teacher will receive an examination by his/her personal physician/psychiatrist.

The Board reserves the right to require a second medical/mental wellness opinion. The Board shall pay the expense of the second examination when performed by a physician/psychiatrist that practices outside of Ashtabula County. Opportunity for required health examinations or vaccinations required by the State of Ohio or required locally must be provided without cost to teachers. If a teacher elects to have his/her own private examination or vaccinations, the teacher shall pay the cost and provide a doctor's statement of satisfactory completion of the required examinations or vaccinations.

F. Multi-Year Contract

With proper certification/licensure and after five (5) years of successful teaching in the District, a teacher may request and may be granted a multi-year contract if the following is met:

1. Request must be in writing to building principal by November 1 in last year of limited contract.

2. Previous and present observations/evaluations are satisfactory.

3. Recommendation from present building principal.

If granted, the initial multi-year contract will be two (2) years in length. Additional multi-year contracts may be up to three (3) years in length if approved.

4. By November 1 in the last year of a multi-year contract, teachers must reapply in writing to the building principal for another multi-year contract.

G. Continuing Contract

3. Continuing contracts will be granted pursuant to O.R.C. 3319 at the final Board of Education meeting in April of each year. Those who may be eligible for continuing contract status must notify their principal in writing on or before November 1 and have all documentation submitted to the Ashtabula Educational Service Center on April 1 in the year in which they wish to be considered for continuing contract status. The Board may choose to defer a decision on tenure until the expiration of any limited contract for any teacher requesting continuing contract during

the term of a multi-year limited contract that is not due to expire in the contract year of the request.

H. Outside Credit

Outside experience credit for military and previous teaching experience shall be granted for up to five (5) years. Additional years may be granted at the discretion of the Board. Military experience shall not exceed five (5) years as provided by statute.

I. Return From Leave

Upon return from an approved leave of absence or sabbatical leave, the employee shall resume contract status, which was held prior to the leave, unless the employee receives an adjustment due to outside experience or additional training. When returning from approved leave during the same school year, an employee will be guaranteed to return to the subject, grade level, or teaching assignment held prior to the leave. If, however, an employee is granted leave for an entire school year or will not return during the same school year in which the leave began, that employee cannot be guaranteed to return to the subject, grade level or teaching assignment held prior to that leave. When returning from a sabbatical an employee shall be assigned to the subject and grade level of the former assignment.

The employee is guaranteed to receive an assignment within the scope of the certification/licensure of the employee.

J. Working Conditions

1. The Board will provide, within realistic expectations, an adequate, safe, and clean work environment for each employee.

2. In the event that emergency conditions arise that threaten the health and/or safety of the students and/or teacher; the teacher will remove the students from said classroom and notify the principal, immediately, of the conditions. The principal shall take steps to correct (have corrected) the conditions and will assign the teacher and students to alternative facilities.

K. Tuition-Free Attendance

Dependents of non-resident District employees shall be eligible for a tuition free education through open enrollment in accordance with Board policy. Children of District employees who are not able to qualify for open enrollment shall be allowed to attend the District tuition free.

X. EXTENDED SERVICE

All bargaining unit employees whose assignment requires the performance of extended service beyond the normal school year shall be paid for such extended service a salary based upon their contract per diem rate of pay. All bargaining unit personnel required to perform extended service will be notified prior to July 1.

All employees may have access to their classrooms prior to the first day of school to work on an as needed basis provided that summer cleaning has been completed and with prior approval.

XI. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance Policy

   The Jefferson Area Local Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievance. Such procedure shall be available to all employees, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

2. Grievance Defined

   a. Contract Items

      A grievance is a claim by JATA or by a member(s) of the bargaining unit that there has been a violation, misinterpretation, or misapplication of any provision of the Master Agreement. Where the grievance is filed by JATA on behalf of a group of teachers, the grievance must arise out of a specific fact situation which impacts on one or more persons in the bargaining unit. A grievance in this category may be processed, if necessary through Step Five.

   b. **"**Grievant" shall mean JATA or teacher(s) initiating a grievance.

   c. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

3. Rights of the Grievant and the Association

   a. A grievant may be accompanied and assisted at any and all steps of the grievance procedure by the Association.

   b. Proper notice will be forwarded to the grievant as required by the adopted forms and/or procedures.

   c. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association, or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

   d. If a grievance appears to arise from the actions of an administrative officer other than the principal of a school and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step III described below. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential to the extent permitted by law.

e. JATA has the right to be present for the adjustment of any and all grievances. JATA's presence does not indicate agreement with resolution of the grievance and shall not set precedent for future considerations.

f. Grievance forms shall be exhibited in Appendix A of this Agreement.

g. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

h. The Association shall receive copies of all communications in the processing of grievances.

i. To the extent that such scheduling is practical and does not interfere with conducting of school business, meetings and hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

j. Arbitration hearings shall be scheduled outside the workday, unless otherwise mutually agreed by the parties.

k. A grievance may be withdrawn by the grievant at any time. The withdrawal of the grievance will not have any precedent setting value concerning interpretation of the contract. No grievance may be re-filed if the contractual time limits have expired.

4. Time Limits

a. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

b. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

c. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits, unless extended by mutual agreement, shall cause the grievance to be elevated to the next level.

B. Grievance Procedure

Step One: Any employee having a grievance shall first discuss such grievance with his immediate superior and announce that it is Step One of the Grievance Procedure.

Step Two: If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal. If such written grievance is not lodged within ten (10) work days following the act or condition which is the basis of said grievance, it shall no longer exist.

The written grievance shall be on the negotiated standard form and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the memorandum, contract, policy, rule or regulation allegedly violated or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the building principal. Such hearing shall be conducted within five (5) work days after the receipt of such a request. Both parties shall meet at a mutually acceptable time, place, and date.

The building principal shall take action on the written grievance within five (5) work days after the receipt of said grievance, or, if a hearing is requested, within five (5) work days after said hearing unless otherwise agreed by both parties. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Superintendent.

Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Upon request, a hearing shall be conducted by the Superintendent within five (5) work days after the receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by a representative of his/her employee organization.

The Superintendent shall take action on the appeal of the grievance within five (5) work days after receipt of the appeal, or, if a hearing is requested within five (5) work days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the building principal.

Step Four: If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may request that the matter be submitted to the Board of Education. Such request must be made within five (5) work days following the receipt of Step Three addressed to the Board President. Within five (5) days following receipt of this request, the Board President will indicate to the grievant whether or not the Board will schedule a hearing on the grievance or decline to hear the grievance. If accepted for hearing, the Board will arrange a hearing at its next regular meeting occurring at least ten (10) work days following the response to the employee's request. The Board's written decision shall be transmitted within ten (10) work days following the hearing.

Step Five: If the Board declines to hear the matter or if action taken by the Board does not resolve the grievance the Association may request that the matter be submitted to arbitration. The Board will be notified in writing of the Association’s decision to go to arbitration, which must occur within twenty (20) work days of the grievant’s receipt of the Board’s Step Four decision or notice that the Board declined to hear the grievance as set forth above.

The timeline for requesting arbitration may be extended upon mutual agreement of the parties to seek voluntary grievance mediation through the Federal Mediation and Conciliation Service (FMCS). If mediation occurs but is unsuccessful in resolving the grievance, the Association may proceed with arbitration.

The arbitrator shall be selected from a list(s) submitted by the American Arbitration Association in accordance with its rules. Unless otherwise agreed by the parties within thirty (30) days of the close of the hearing the arbitrator's award shall be submitted to both parties and may be made public. Said award shall be considered binding on both parties.
The losing party will bear all costs associated with the arbitration, including arbitrator, hearing room, substitute costs and transcript, if any.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination.

XII. INSURANCE

A. Hospitalization and Major Medical

1. The Board shall provide medical and prescription drug coverage for each certificated employee (assigned for six (6) or more hours) and family currently provided by the Ashtabula County Council of Governments providing comparable coverage reflecting the benefits outlined in Appendix H. Employees will be provided a Summary of Benefits and Coverage summarizing the medical and prescription drug benefits. Employees receiving medical services are responsible for the payment of same unless the service(s) are covered by the plan in effect at the time the services are rendered. Employees having assignments for less than six (6) hours shall not be eligible for Board insurance coverage.

2. For all employees hired after June 1, 2021: If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s). This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.
   Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

3. Beginning with the 2024-2025 contract year, employees shall pay 16% of the actual medical and prescription premium charged to the District. The maximum amount used for this calculation shall be $1,200 single / $2,200 family per month. The maximum amounts may increase up to 8% each year of the contract.

   This premium will be equally deducted, pre-tax, from the first two (2) paychecks each month.

B. Other Insurances

   1. Group Life Insurance

      The Board shall provide $50,000 group term life and accidental death and dismemberment insurance benefit for all certified/licensed employees. Employees may have the option to purchase at their own expense additional group life insurance at the amounts permitted and at the group rates permitted by the life insurance carrier.

   2. Dental Benefits

      The Board shall provide dental insurance coverage for each certificated employee (assigned for six (6) or more hours) and family through the current plan or through another carrier providing comparable coverage. Employees will be provided with plan documentation reflecting the extent of Board coverage. Employees receiving dental services are responsible for payment of same unless the service(s)/costs are covered by the plan in effect at the time the service is rendered.

HOW ARE DENTAL EXPENSES COVERED?
After a deductible amount, the plan will pay a percentage of the Reasonable and Customary fees charged by a dentist. These two features provide for a sharing of costs by the dental plan and the insured person.

The deductible and co-insurance percentage that applies to each category of expense is illustrated as follows:

BASE PLAN BENEFITS

COVERED EXPENSE	INDIVIDUAL DEDUCTIBLE/YR	FAMILY DEDUCTIBLE/YR	CO-INSURANCE AMOUNT
CLASS I	None	None	100%
CLASS II	$25	$50	80%
CLASS III	$25	$50	50%
CLASS IV	NONE	NONE	50%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and one hundred percent (100%) of the Reasonable and Customary charges will be paid for all Class I Services.

CALENDAR YEAR MAXIMUM
(for all Class I, II & III Expense) $2,500 Per Person

ORTHODONTIC LIFETIME MAXIMUM
(for all Class IV Expenses) $1,000 Per Person

SUMMARY OF COVERAGE

CLASS I PREVENTIVE & DIAGNOSTIC - 100% of Reasonable and Customary Charges.
Routine Oral Exams - once every 6 months
Teeth Cleaning - once every 6 months
Fluoride Treatments - once every 12 months
Emergency Pain Treatments
Space Maintainers
Diagnostic X-Rays
Tests & Lab Exams

CLASS II BASIC RESTORATIVE - 80%
Fillings - amalgams, silicate, acrylic
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridgework and Dentures
Extractions and Oral Surgery
General Anesthesia - only if medically necessary

CLASS III MAJOR RESTORATIVE - 80%
Inlays, Onlays, Gold Fillings, or Crown Restorations
Initial Installation of Fixed Bridgework
Installation of Partial or Full, Removable Dentures
Replacement of Existing Bridgework or Dentures

CLASS IV ORTHODONTIA - 60% - Lifetime Max./Person $1,000
Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances - Not in connection with full banded treatment

3. Vision Insurance

The Board will continue to provide single coverage or one-half the cost of family coverage (which would be $10.00/mo. per employee) for vision care insurance through its current provider or through another carrier providing comparable coverage. Employees will be provided with plan documentation reflecting the extent of Board coverage. Employees receiving vision care services are responsible for payment of same unless the service(s)/costs are covered by the plan in effect at the time the service is rendered.

	Anthem Blue View Vision 26	
Service	**In-Network**	**Out-of-Network**
Eye Exam	**$10 Copay**	**$45 Allowance**
Eye Exam Frequency	**One every 12 months**	**One every 12 months**
Contact Lenses Fitting	**Up to $55 copay**	**Not covered**
Lenses Frequency	**Every 12 months**	**Every 12 months**
Single Vision Lenses	**$20 copay**	**$50 allowance**
Bifocal Lenses	**$20 copay**	**$90 allowance**
Trifocal Lenses	**$20 copay**	**$100 allowance**
Lenticular Lenses	**Not covered; rarely prescribed per Anthem**	**Not covered; rarely prescribed per Anthem**
Progressive Lenses	**Standard Lenses $65 copay**	**Not covered**
Frames Allowance	**$130 allowance then 20% off balance**	**$50 allowance**
Frames Frequency	**Every 24 months**	**Every 24 months**
Contact Lenses Med Necessary	**Covered in full**	**$210 allowance**
Contact Lenses Cosmetic	**$130 allowance then 15% off balance**	**$105 allowance**
Contact Lenses Cosmetic Disposable	**$130 allowance**	**$105 allowance**
Contact Lenses Frequency	**Every 12 months**	**Every 12 months**
In Lieu of Lenses/Frames	**Yes**	**Yes**

C. Enrollment

1. Employees must enroll in a plan in order to receive benefits. Upon employment, the employee shall receive an employment form from the employer and must complete it and return it with the appropriate authorization to be considered enrolled in the program.

2. Enrollment of new employees shall be consistent with the requirements of the plan(s). Any changes concerning coverage status from single to family or vice versa may be made only as permitted by the plan(s).

D. Insurance Contracts

The board will provide JATA with a benefit booklet outlining the medical, dental, and vision plan benefits. In addition, these documents will be posted to the member portal provided by the medical, dental and vision plan administrator.

E. Section 125 Plan ("Cafeteria Plan")

1. The Board shall establish, a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health coverage (as agreed to by the Board and the Association), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in Paragraphs 3 & 4 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Paragraph F., below) provisions of this Agreement shall be made through the Cafeteria Plan.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1st through September 30th). Each teacher hired after September 15th may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only. The Section 125 Plan year will begin the first month following the teacher's first sixty (60) days of employment and will end on the following September 30th. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of a spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's Office.

3. Dependent Care FSA

a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently $5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent

care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.

c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

a. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of $2,500 per year (exclusive of any teacher contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

b. The salary reduction shall be made in eighteen (18) equal installments beginning the last pay in October.

1. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

2. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's Office and/or a third party administrator. Any administrative costs associated with the third party administrator will be offset by a service fee of $1.00 per pay per participating teacher.

F. <u>In Lieu of Coverage</u>

1. A bargaining unit member who verifies that he/she is covered by his/her spouse or former spouse's family hospitalization insurance may elect to waive his/her coverage while the member remains covered by his/her spouse or former spouse and receive a $2,000 per year waiver bonus through the Section 125 Cafeteria Plan. A waiver is available for dental/vision in the amount of $ 250.00. This waiver(s) will be paid the first pay in June. No waiver will be available to employees under the single plan or those who are covered by a spouse's family hospitalization insurance where the spouse is another employee of this school district.

2. In order to elect this option and receive this additional compensation, the teacher must, during the month of September in a given year complete, sign and file with the Treasurer of the Board a form

indicating his/her election. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein. Once this election is made, it shall remain in effect and the teacher shall not be entitled to receive the coverage that he/she elected not to receive for the duration of the one year period. In the event of a change in the teacher's circumstances after this election has been made, the teacher may elect to receive the insurance coverage after a three (3) month waiting period. There shall be no pre-existing condition exclusion for any teacher who re-enters the insurance in lieu of options discussed above after originally electing not to participate in said programs.

At the discretion of the Board, teachers hired after the September election date may participate in this payment in lieu of insurance program on a prorated basis.

3. If a teacher selects payment in lieu of insurance as provided above, but leaves active pay status at any point prior to the end of the contract year, the teacher will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.

4. The total in lieu of waiver amount shall be the following amounts:

24 or less in lieu of waivers	$2000
25 or more in lieu of waivers	$3000

The first in lieu of waiver payment of $1000 shall be paid the first pay in November.

The balance of the waiver amounts will be made the first pay in June based on the final in lieu of waiver number(s).

If an employee dies before his/her in lieu of payment date, the employee's estate or beneficiary shall receive any and all in lieu of payments within thirty (30) days after proof is presented to the Treasurer.

INSURANCE COMMITTEE

The parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long term best interest of the Board and its employees. Therefore, there will be established an Insurance Study Committee which shall be comprised of two (2) members of JATA, the Treasurer, and two (2) members of the administration and/or Board. This Committee, possibly along with a similar committee consisting of members of OAPSE, will review the District's present insurance coverages in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

Health saving accounts will be discussed by the Insurance Committee.

XIII. JOB DESCRIPTION / MISCELLANEOUS WORKING CONDITIONS (Appendix F)

A. Job descriptions for regular and supplemental positions will be mutually developed by the Board and revised, as needed, for all such positions with input from JATA.

B. Professional Attire

Teachers are expected to dress professionally at all times. For example, jeans, shorts, and sweat suits are not acceptable but in some instances may be worn with prior approval from the building Principal. Golf or polo shirts may be worn. Backless tops and/or dresses/skirts with short hemlines shall not be worn. Non-ripped jeans with a professional top or Jefferson Schools Themed Shirt may be worn on Fridays.

C. Professional Courtesy

Teachers asked to observe at other schools will be allowed adequate time to do so. Substitutes shall be employed to replace any such teacher doing such observation.

D. Conference and Planning Period

Teachers will be provided a minimum of two hundred (200) minutes per week five (5) days during the student day for the purpose of conferences and for planning professional responsibilities. Further, there should be forty (40) minutes per day, if possible, arranged for each teacher. In any case where a teacher cannot have two hundred (200) minutes during the student day, it shall be explained to a committee of the Superintendent, President of JATA, and building representatives to be reviewed and resolved by this committee.

E. Teacher Load

1. Whenever practical within the limitations of existing staff, course offerings and teacher and pupil assignments and schedules, a secondary teacher will not be required to have more than three (3) teaching preparations at any one time.

2. Secondary teachers with more than three (3) preparations shall be given special consideration in non-teaching supervisory period assignments. No secondary teacher with more than three (3) preparations shall be assigned to a non-teaching student supervision period for more than two (2) consecutive years without mutual agreement between the teacher and appropriate administrator.

3. A preparation (secondary) shall be defined as a course title or grade level title such as English - 7 or English - 8. It is a separate preparation if English – 7, for example, has different levels.

F. Class Size

When there is an imbalance of class sizes in classes of which there are multiple sections, the principal shall take steps to balance the class sizes. For example, if one class period has 12 students and another section of the same content area has 27 students, an effort will be made to balance classes.

G. Assessments

Any (grade K-3) bargaining unit member that has to administer tests or other ODE assessments, on a one-on-one basis, will be provided the appropriate release time to administer the test.

H. Title 1 Coordinator/Dean of Students

1. The position of Title 1 Coordinator/Dean of Students shall be filled by a bargaining unit member and shall have no direct supervision of any other bargaining unit member not be responsible for any evaluations of a bargaining unit member.

2. The position of Title 1 Coordinator/Dean of Students shall have up to ten (10) days of additional service as determined by the Title 1 Coordinator/Dean of Students and his/her supervisor.

3. Title 1 Coordinator/Dean of Students shall be paid their per diem rate for each additional day worked beyond the normal teacher contract day up to ten (10) days.

XV. LEAVES

A. Assault Leave

If any member of the bargaining unit is absent due to a physical injury resulting from an assault occurring while in the course of his/her employment, assignment of duties, and/or fulfilling duties at a school sponsored event/function he/she shall be eligible to receive assault leave.

Such leave shall be granted for a period not to exceed thirty (30) work days upon the teacher's filing of a completed Assault Leave form (Appendix G) with the Treasurer. The teacher shall file a full written report concerning any assault after having the opportunity to consult with representation of his or her choice. An employee receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker, as well as agrees to file charges with the appropriate authorities. In any case, the employee, acting in a personal capacity, retains the right to take whatever legal action desired. The teacher shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration.

The Superintendent may require that the process of establishing a teacher's eligibility for assault leave may also include an examination by a Board-appointed physician. In that event, the examination shall be at Board expense.

If an employee applies for an assault leave, he/she shall also apply for Worker's Compensation at the same time. Assistance to apply for Worker's Compensation shall be provided by the District Administration to employees who apply for assault leave.

Payment for assault leave shall equal the teacher's per diem rate of pay inclusive of supplementary pay, less workers' compensation, if any, and will not be approved for payment unless and until the form and/or certificate, as provided above, are submitted to the Superintendent. Falsification of either the signed statement or a physician's certificate is grounds for disciplinary action up to and including termination pursuant to Ohio Revised Code Section 3319.16.

Where the teacher exhausts the assault leave, he/she may reapply for a maximum of two additional thirty (30) work day assault leaves under the provisions specified in Article XV, A.

Where the teacher exhausts the assault leave, he/she may utilize any of his/her accumulated and unused sick leave.

B. Certified Teacher Request / Affidavit for Assault Leave (Appendix G)

C. Unpaid Child Care and Parental Leave

1. Definition

   Unpaid child care and parental leave without pay shall be granted to an employee for the purpose of child bearing and/or rearing. An employee who is pregnant, gives birth, or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay to begin any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one year after the child is born or adopted.

   All insurance and JATA Union coverage shall be continued for those who are on such leave upon payment of the group premium rate by the employee. Said premium and dues will be payable to the Treasurer's office by the 20th of the month prior to coverage.

2. Application

   a. Application for leave of absence caused or contributed to by pregnancy, childbirth, or adoption, shall be in writing; and shall contain a statement of the beginning and ending dates of the period of absence. Such application may be amended by mutual agreement as to the anticipated beginning and ending dates at any time.

   b. Except in emergency circumstances, application for such leave should be made three (3) weeks before the beginning date of the leave of absence.

3. Upon the return from Child Care and/or Parental Leave the teacher shall be entitled to reinstatement to a similar position with the same contractual status which was held prior to the leave.

4. Where the group insurance policy permits, a teacher on Child Care and/or Parental Leave may continue to participate in insurance benefits which are provided to other teachers if payment is made in advance by the teacher at the group rate to the Board for such benefits. Upon return from unpaid leave to active status, the teacher will be entitled to immediate reinstatement of insurance benefits.

At the discretion of the Superintendent additional unpaid time may be granted under this policy for extenuating circumstances. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member, nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave subject to the protections of this Contract and/or under law.

D. Personal Leave

Teachers will be permitted three (3) days of absence during any school year without loss of salary to transact personal business or to attend affairs of a personal nature. Personal leave shall only be approved if the use of such leave is confined to matters of urgent or emergency personal business which cannot be taken care of outside of regular school hours. An applicant for a personal leave day need not be required to state the reasons for such leave. Personal leave will be prorated for new teachers hired after the first day of school for staff.

Unused personal leave days shall be converted to sick leave days at the end of each school year.

Procedure:

The person requesting personal leave shall notify the Superintendent at least five (5) days in advance. Notification shall be made on the agreed form. However, in case of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. Personal leave will be limited only as follows:

1. No more than ten percent (10%) of the staff can be out of a given building on the same day on personal leave.

2. The building principal must be given as much advance notice as possible.

3. An employee who has accumulated a minimum of two hundred (200) sick leave days by July 1 shall be granted a fourth personal leave day for that year.

At the discretion of the Superintendent additional unpaid time may be granted under this policy for extenuating circumstances. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member, nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave subject to the protection of this Contract and/or under law.

E. Professional Leave

The certified staff members are encouraged by the Board to attend professional/educational meetings, workshops, and exhibits to aid them in improving the instructional process of Jefferson Area Local Schools. Teachers requesting release time and/or reimbursement for expenses of professional meetings will be made only when the administration feels the meeting will be of professional value to Jefferson Area Local Schools and there are sufficient funds available to hire a qualified substitute and/or pay expenses. Approval and reimbursement forms must be completed and approved prior to any attendance and/or reimbursement.

The Board shall allocate no less than $1,500 per semester to be used exclusively for professional academic meetings.

F. Sabbatical Leave

In accordance with Ohio Revised Code 3319.131.

G. Sick Leave

Teachers shall be granted paid sick leave for absence due to personal illness, disability from pregnancy, childbirth (up to six (6) weeks or as otherwise determined by a physician), adoption (not to exceed six (6) weeks), injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, disability from pregnancy, childbirth, injury or death in the teacher's immediate family. Immediate family guidelines are: wife, husband, child, mother, father, brother, sister, in-laws, guardian, grandparents, grandchildren, stepchildren, or any other individual living in the same residence or receiving a majority of their support from the employee or any other individual approved by the Superintendent. The Administration may ask for an explanation if there is a pattern of missed days, or after 10 total sick days are used in one semester and a verbal warning may be issued and a doctor's note requested for incidents in the future.

An association member who uses sick leave that is on the day before or after a school break must submit a doctor's excuse or two sick leave days will be charged.
Use of sick leave for reasons other than those listed above and/or falsification of sick leave may be grounds for disciplinary action up to and including termination.

Accumulation:

Paid sick leave is earned by certificated employees at the rate of one and one-fourth (1-1/4) days for completed months of service.

Sick Leave Use:
Sick leave may be taken in increments for the exact amount of time used.

Advance Use:

Any full-time new employee or any employee who has exhausted all earned paid sick leave shall be advanced seven (7) days paid sick leave per year. Any advance of paid sick leave days shall be repaid with earned sick leave (one and one-quarter (1-1/4) days per month of service) prior to any additional use of paid sick leave credit. Should a bargaining unit member separate service prior to repayment of all advanced days any payment due the District shall be deducted from the employee's last paycheck.

Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave. Bargaining unit members who have exhausted sick and other authorized leave must qualify for, seek, and be granted an unpaid leave pursuant to ORC 3319.13 or be in another authorized leave status to preserve a right to return to employment.

H. Family & Medical Leave

Teachers shall be entitled to leave as provided in the Family and Medical Leave Act and its associated regulations. For purposes of this section, "Twelve (12) month period" is defined as the twelve (12) month period measured forward from the date a teacher's first Family and Medical Leave begins (i.e., the leave year is specific to each teacher). A teacher would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period. The Board will utilize the most current forms provided by the U.S. Department of Labor in the processing of FMLA leave.

I. Bereavement Leave

Three (3) days bereavement leave shall be granted to teachers due to a death in the immediate family as defined in Paragraph G. The bereavement leave may be used for the actual funeral, for grieving, or for business related to the death as needed. Additional bereavement days may be taken from sick leave if such absence would otherwise qualify as sick leave.

For death of other relatives, two (2) days bereavement leave shall be granted to teachers.

If the death in the immediate family occurs more than 200 miles from Jefferson (by Google Maps estimate), one additional day may be approved by the Superintendent (with pay) upon proof of need.

Bereavement leave for funeral time will be allowed only if the teacher attends the funeral.

J. Sick Leave Bank

A. Membership

(1) The SLB is a voluntary program for participating bargaining unit members.

(2) Only participating members may benefit from the program.

(3) To become a participating member of the SLB, a bargaining unit member must donate one (1) sick day during the open enrollment period. The enrollment period shall be from Labor Day through October 1 each year. In addition to the required minimum above, teachers may donate up to an additional six (6) days of their accumulated sick leave

(4) Donated days will be deducted from the second pay period in October.

(5) Donated days are not returnable to the participating member, and the donation does not count against the stipend for non-use of sick days.

(6) At any time the amount of days in the SLB falls below seventy-five (75) days, all participating members of the SLB shall be required to donate one (1) additional day within thirty (30) days of receiving notification of the requirement to donate an additional day. Any participating member unwilling to contribute an additional day upon this request will forfeit the right to participate in the SLB and will be removed from SLB membership (7)

Once the amount of days in the SLB reaches the level of three hundred (300) days, only new members to the SLB will be required to contribute in order to establish membership, except as provided in paragraph (6), above.

B. Qualifications for Use of the Sick Leave Bank

(1) SLB days may be granted only in cases where a teacher is currently incapacitated due to an accident, catastrophic illness, or long-term illness of the teacher, his/her spouse or child.

(2) All accumulated sick and personal leave must be exhausted before an individual is eligible for SLB days.

(3) All unused days must be returned to the SLB.

(4) Sick days earned during the absence will be accrued by the employee who uses the SLB.

(5) SLB days will not be used in lieu of disability retirement.

(6) Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive SLB days.

(7) A member requesting SLB days for mental/emotional disability must be under the care of a licensed physician, psychiatrist, or psychologist and be involved in an active treatment plan.

(8) SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.

(9) No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the SLB.

C. Administrative Review

(1) A Committee shall be formed to administer the SLB. All cases shall be reviewed for final decision by the SLB Committee. This committee shall consist of five (5) participating members including two (2) administrators appointed by the Superintendent and three (3) JATA members, one (1) Jr./Sr. bargaining unit member, one (1) elementary bargaining unit member from Rock Creek and one (1) elementary bargaining unit member from Jefferson, appointed by the JATA President.

(2) A participating member may draw upon the SLB by making application to the SLB Committee through the Superintendent's Office. The application must be presented to the SLB Committee for action. Action on the member's request will be by majority vote of the Committee within ten (10) working days of the request. The SLB Committee shall notify the Treasurer's Office in writing of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding, and not subject to the grievance procedure, court

action, or any appeal. The Association agrees to indemnify and hold harmless the Board of Education from any and all claims, grievances, actions, or litigation involving the implementation and operation of the SLB, except for such matters which are expressly established as the Board of Education's responsibilities and/or duties in the Master Agreement regarding the SLB.

(3) The minutes of each meeting of the SLB Committee will be provided to the Board's Treasurer.

(4) Confidentiality – The SLB Committee shall take all necessary steps to insure the confidentiality of its decisions

(5) The SLB Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for SLB use.

(6) In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

D. Distribution of Days from the SLB

(1) Under most circumstances, the SLB Committee may grant up to a maximum of thirty (30) days per individual request.
(2) If need exists for leave beyond the days granted, a new application shall be submitted to the SLB Committee.

XV. PAYROLL DEDUCTIONS

A. The Board shall provide payroll deduction option to all members of the bargaining unit for participation in the following:

Hospitalization	Annuities which have prior Board approval
Credit Union	United Way
Dues/Fair Share Fee	Other Insurance
CDC	OEA Fund for Children and Public Education
Vision Insurance	Purchasing service credit from any state retirement system

B. All deductions will be made over either a ten (10) month or twelve (12) month period, as selected by the staff member, with all deductions being equally distributed over the selected pay periods, except for those deductions otherwise agreed upon.

C. Additions or deletions in payroll deductions shall be made during the following two (2) time periods: September 1-15 and February 1-15 so long as the plan or program in which deductions are made permits such enrollment. No additions or deletions shall be made at other times except for unusual circumstances at the determination of the Superintendent with the consultation of the Board Treasurer and JATA member.

D. Authorizations for payroll deductions shall be made annually on proper Board approved forms.

E. Tax Sheltered Annuities:

1. Jefferson Area Local School District Section 403(b) Plan

   Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for participation in the Jefferson Area Local School District Section 403(b) Plan (effective January 1, 2009). Participation shall be in accordance with the adopted plan. Effective January 1, 2010, the Plan will be amended to permit employees to treat all or part of their contributions to a 403(b) annuity contract or custodial account as "Roth" contributions.

2. 457(b) Deferred Compensation

   In accordance with Ohio Revised Code Chapter 148, the Board shall permit employees to defer compensation to a plan which satisfies the provisions of IRC Section 457(b). In addition to the Ohio Deferred Compensation Program, effective October 1, 2011, AXA Equitable Insurance Company has been approved as a 457(b) provider.

F. All employee initiated payroll deductions required to be submitted to an outside vendor or agency shall be transmitted, in the most expeditious fashion available from the vendor, no later than five (5) business days following the payday on which the deduction occurred.

G. Vendors providing 403(b) and 457(b) products will be allowed to provide their services, assuming they can comply with Federal and State law, upon request of five (5) or more employees of the District.

XVI. PAYDAYS

A. Teaching Contracts

Payday will be every other Friday, consisting of twenty-six (26) pays in accordance with O.R.C. 3313.20.

All bargaining unit members shall receive their pay via direct deposit. Teachers may designate up to three (3) different accounts for disbursement of funds. An employee may make changes to the account(s) for deposit up to the Friday prior to each payday. When a payday falls on a legal holiday, pay will be direct deposited on the last business day prior to the legal holiday.

Direct deposit notification will be emailed to account(s) designated by the bargaining unit member.

After Board of Education adoption of the school calendar, it is determined that a need for twenty-seven (27) Friday paydays should arise, the Board of Education and JATA shall agree on an alternate method of distributing salaries in accordance with ORC 3313.20.

B. Extracurricular / Supplemental

Payment for supplemental contracts shall be upon completion of the work for that position within four (4) weeks of completion of the last contest, if added to their regular payroll. Completion, as referenced in this article shall be defined as completing all scheduled events and end of season reports, return of all equipment, and evaluations as certified by the building principal. Payment shall be made through non-regular payroll at the end of each season (Fall, Winter, Spring). Non-regular payroll for yearlong supplemental will be paid with the Spring payment.

XVII. PERSONNEL FILE

A. All teachers have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his designee present, during normal business hours. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his file within ten (10) days after notification to the employee. Upon request, the Superintendent will discuss the questioned material with the employee. If a disagreement over the question of obsolescence or inappropriateness still exists, it will be subject to the grievance procedure set forth herein and will be initiated at Step Three, however, no such grievance shall proceed beyond Step Four.

B. All documents included in a teacher's file shall be dated and identifiable as to source.

C. A teacher may request and shall receive a reproduction of any item in his/her file.

D. All documents placed in a teacher's personnel file shall be signed by the teacher, or witness who witnesses the teacher's refusal to sign the document(s), to signify notification that he or she received a copy of the document. (Payroll related forms are exempt).

E. With written request from a bargaining unit member, a disciplinary letter older than 36 months may be moved from his/her personnel file to a dormant file so long as there are no other disciplinary letters within that timeframe.

XVIII. PROTECTION OF TEACHERS

A. General

The Board and Administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. In accordance with the laws of the State of Ohio, a teacher or administrator may use such force as is reasonably necessary to quell a disturbance threatening physical harm or injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the student, or for the protection of persons or property.

B. Board Responsibility

The Board supports the employee in his/her prosecution of any student or visitor to a building or grounds who assaults an employee who is engaged in the reasonable enforcement of the school district's rules and regulations. Procedures for filing reports will be in accordance with Board policy.

C. Student Discipline

1. When the grossness or severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of a student in the classroom, or during other school related activities intolerable, an instructional staff member may exclude a student from a class in accordance with O.R.C. Section 3313.66.

2. Should an assault occur, teacher(s) will furnish the principal as promptly as their teaching obligation will allow full particulars of the incident in writing.

3. A complete investigation of the matter shall be conducted by the principal and his staff, and a report, including recommendations, shall be forwarded to the Superintendent and to the teacher involved.

4. To the extent permitted by law, the student shall not be returned to the class until after consultation by the principal with the teacher.

XIX. REDUCTION IN FORCE/SENIORITY

A. Definition/Reasons for Reduction in Force

1. The Board may engage in a reduction in force (RIF) for the reasons defined in ORC 3319.17. A RIF is defined to mean a circumstance wherein the contract of a current bargaining unit member or members is suspended and does not apply to reductions in overall staffing due to attrition (i.e., where the Board does not fill positions vacated by resignation, retirement, death, non-renewal, etc.)

2. A RIF may only occur at the end of a school year and contract suspensions must be effective no earlier than the first work day of the next school year. For this section school year is defined as days teachers are scheduled to be at work. Prior to the implementation of a RIF, the Board shall consider all teachers who may be eligible for continuing contract.

B. Notification

1. When the Board is contemplating the suspension of any bargaining unit member's primary contract, it will notify the Association President no later than April 30 in writing. The notice will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. Within ten (10) days of the notice being delivered, a meeting shall be held between representatives of the JATA and the Superintendent/Board to review appropriate data and discuss the need for a RIF Program.

2. The number of bargaining unit members whose contracts are suspended shall be kept to a minimum by first abolishing positions held by teachers who are leaving the District due to retirement, resignation, non-renewal, termination, or death. Nothing herein shall be deemed to affect the authority of the Superintendent to transfer staff in accordance with law and consistent with this Agreement.

3. As appropriate, the Superintendent will utilize his/her authority to assign and transfer bargaining unit members with proper licensure/certification in order to minimize the number of bargaining unit members whose contracts are suspended.

4. Each bargaining unit member shall be placed on the seniority lists in each of the teaching fields in which the member is certificated/licensed at the time of the RIF.

5. Any bargaining unit member whose contract will be suspended will be notified in writing by certified mail or hand delivery no later than May 15. Such notice will include the reason(s) for the action. A copy of such notice will be forwarded to the Association President.

6. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term “comparable” as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation policy defining that term.

7. For the transition period ending on June 30, 2020, comparable shall be defined in relation to the teacher's effectiveness rating as determined by the OTES/OSCES teacher performance rubric as aligned to the Ohio Standards for the Teaching Profession and the student growth component will not be used as a determinant in making evaluation comparisons for reductions in force. For this period, all ratings above "Ineffective" will be considered comparable. Thereafter, comparability will be determined in relation to the effectiveness ratings set forth in Ohio Revised Code Sections 3319.111 and 3319.112.

   When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of reducing the number of bargaining unit employees:

   A. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

      1. Comparable evaluations.

      2. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

   B. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

      1. Comparable evaluations.

      2. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

C. Recall

1. Any limited contract bargaining unit member whose contract is suspended will remain on a recall list for twelve (12) months after the effective date of the reduction. Exceptions to the provision will occur only if the bargaining unit member:

   a. waives recall rights in writing;

   b. resigns; or

   c. takes full-time employment with another district; or

   d. fails to accept a recall to a position for which he/she is licensed/certificated.

2. All benefits to which a bargaining unit member was entitled at the time of contract suspension

including unused sick leave, will be restored upon his/her return to employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education.

3. A bargaining unit member will not receive increment credit for time spent on contract suspension, nor will such time count toward the fulfillment of time required for acquiring tenure.

4. When there is a vacancy, a bargaining unit member whose contract has been suspended will be recalled prior to posting and filling the vacancy with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. Any bargaining unit member RIF'd prior to or during the term of this contract will be considered comparable for the remainder of their time on the recall list.

5. A bargaining unit member will be notified of recall by certified mail and telephone at his/her last known address. Failure to accept the offer of recall within two (2) weeks of the date of its mailing will result in a waiver of reinstatement.

6. No bargaining unit member new to the District will be employed for a position until all properly certificated/licensed RIF'd bargaining unit members on the recall list have been offered said position and have rejected or otherwise waived their right to that position.

7. A bargaining unit member on the RIF list will be given priority consideration as a substitute in the District.

8. Laid off teachers shall have the right to pay the appropriate premium for group life, hospitalization and other group insurance benefits in accordance with COBRA.

9. The Board of Education shall not contest unemployment compensation requests by employees whose contracts are suspended due to a RIF unless the employee, for a reason other than their RIF status, is otherwise ineligible for unemployment compensation.

D. Seniority

1. Seniority refers to the length of the most recent period of continuous JATA bargaining unit service in the Jefferson Area Local School District including military service.

2. Seniority begins on the date an employee assumes the duties of his/her position. If two employees have the same beginning date, the tie shall be broken by

   a. The date of Board action to employ then by;

   b. The final four (4) digits of the individuals' Ohio Educator ID with the lowest number granted higher seniority.

3. Length of continuous service will not be interrupted by authorized leaves of absence (paid or unpaid).

4. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

5. For purposes of RIF, teachers with limited contracts will have their contracts suspended before those with continuing contract status as set forth above.

6. The seniority list will be emailed to the JATA President no later than October 31 of each year. The seniority list shall include all certification/license areas held by each employee, contract status and the date of the most recent hiring.

7. Any inaccuracies shall be reported to the Superintendent prior to December 15th in each year. If no inaccuracies are reported, the list is considered complete and correct for the school year. The Superintendent shall have ten (10) working days to respond to the alleged inaccuracy. Any unresolved inaccuracies shall be subject to resolution through the grievance procedure.

Seniority List will be comprised of bargaining members date of hire followed by continuing contract date, the date of Board action to employ, then the final four (4) digits of the individuals' Ohio Educator ID with the lowest number granted higher seniority.

XX. SALARY, INDEX, AND OTHER MONEY ITEMS

A. Extra-Curricular

1. Extra-curricular and Co-curricular Assignments
   An equitable distribution and acceptance of job assignments shall be made by the administration in extra-curricular and co-curricular assignments. All supplemental contracts are deemed to be non-renewed at the end of the contract year; however, preference for re-employment may be given to employees holding supplemental contracts who wish to be reemployed in the same activity in the next school year. Thereafter, vacancies, as they occur, shall be posted in a conspicuous place to so advise the staff of any open positions. Qualifications and interest will be factors which determine extra-curricular assignments. Supplemental positions will be filled in accordance with state law.

   Supplemental contracts held by bargaining unit members the Board wishes to renew shall be presented to the Board for approval within forty-five (45) days after the final contest or performance.

2. Supplemental Contract Compensation
   Compensation for all supplemental contracts will be made in accordance with the extra-curricular salary schedule, pursuant to the terms of Article XVII. Upon employment of a teacher in a supplemental position credit will be given for experience in the particular activity or sport which the teacher has earned inside the system. The superintendent may grant, at his discretion, experience credit earned outside the system. Once a teacher is placed on the schedule, the teacher can only move a year for each year of experience in the sport or activity and the teacher must move a year for each year of experience. A teacher who functions in the position of assistant and is promoted to the head position, or vice versa, shall be given full credit for experience as long as the assistant experience/head experience is in the same activity or sport.

3. The Board may add additional supplemental positions or abolish current positions based upon the needs of the District (student interest, financial constraints, etc.) New positions will be compensated at a rate negotiated with JATA.

4. A person unable to fulfill his/her duties under a supplemental written contract shall be paid on a prorated basis for that part of the season or activity during which s/he was able to fulfill the duties. The Superintendent will determine when a person is unable to fulfill the duties of a position. In addition, persons suspended from an athletic contest will forfeit a per diem amount for any contests from which s/he is prohibited from participating. The supplemental salary amount forfeited will be awarded to the individual who fills this position until the return of the suspended individual. The per diem amount shall be calculated from the official OHSAA start date through the final contest date.

B. Good Attendance Stipend

Association members who miss zero days (calamity and bereavement not included) in a grading period will receive a stipend of $300. Non-student workdays preceding, during, or following a grading period are included. Payment for this stipend will occur after the end of the first semester and after the end of the school year.

C. Professional Growth

The Board will appropriate fifteen thousand dollars ($15,000) for the specific purpose of reimbursement to certified staff in the bargaining unit for successful completion of post graduate course work that is directly related to the teacher's assignment or subject area of certification on the teaching certificate and/or the Board approved continuous improvement plan. Courses not meeting the above purpose must have prior approval by the Superintendent to qualify for reimbursement under this section. Members must receive a "C" grade or higher to qualify for reimbursement. (A committee composed of the JATA President, Superintendent, one high school teacher, and one elementary teacher (teachers chosen by the first two members) shall establish guidelines for such reimbursement annually).

By October 1, Bargaining unit members will be responsible to compile the transcripts, receipt of paid tuition along with proper completed application then submit a copy to the union president in order to be reimbursed.

Graduate classes completed by August 31 of each year will be considered for reimbursement in November following completion of the coursework (e.g., coursework completed on or before August 31, 2023 will be paid in November 2023, while coursework completed on or after September 1, 2023 will be considered and paid in November 2023). Verification of successful completion with an official transcript (watermark and/or seal/email from the issuer) of the post graduate work must be made to the Superintendent's office by October 1 to receive reimbursement. Payment will be made during the month of November. Employee must give the Treasurer's Office a copy of their tuition bill and the reimbursement will not exceed the total cost.

Amount allocated will be divided by the number of hours submitted for reimbursement. Then the applicants will be paid based on the number of hours they submitted for reimbursement the reimbursement will not exceed the cost of credit hours.

D. Severance Pay Options

1. Employees of the Jefferson Area Local School District who accept service retirement benefits from the State of Ohio Teacher Retirement System (O.R.C. 3307) shall be granted a severance payment according to the following guidelines:

    i. Upon service retirement, an employee shall be eligible for one-fourth (1/4) of the employee's accrued but unused sick leave to a maximum payment of eighty-one (81) days.

ii. Payment shall be based upon the employee's rate of pay at the time of retirement.
iii. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement.
iv. An employee's eligibility for severance pay, under this section, shall be determined as of the final date of employment. The criteria are as follows:
v. The employee resigns for the purpose of service retirement from the Jefferson Area Local School District.
vi. Retirement shall be defined as meeting the qualifications for service retirement stated in O.R.C. 3307.
vii. The employee electing to retire must be eligible for service retirement as of his/her last date of employment.
viii. To receive the severance payment, the employee must provide the Treasurer's Office with a copy of the employee's STRS retirement statement dated July 1 or later. Upon providing this proof of retirement, the employee's entire severance payment will be deposited into an IRS 403b program. This payment will be made within 30 days after proof of retirement is provided to the Treasurer's Office.
ix. The retiree will be notified in writing of the transfer of funds.

2. Employees of the Jefferson Area Local School District who resign following the completion of twenty (20) continuous years of service to the District, and who are not eligible for service retirement under STRS, shall be granted a severance payment according to the following guidelines:

i. Upon resignation following the completion of twenty (20) continuous years of service to the District, and not eligible for retirement under STRS an employee shall be eligible for one-fifth (1/5) of the employee's accrued but unused sick leave according to the following schedule to a maximum payment of fifty four (54) days.

ii. Payment shall be based upon the employee's rate of pay at the time of resignation.
iii. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time of resignation. Such payment shall be made only once to an employee.
iv. An employee's eligibility for severance pay, under this section, shall be determined as of the final date of employment.
v. The employee's entire severance payment will be deposited into an IRS 403b. This payment will be made within thirty (30) days following Board action on the resignation.

3. If an employee has served the District for twenty-five (25) consecutive years or more, and meets the requirements for retirement as set forth by the STRS; and an employee dies before his/her scheduled date of retirement; the employee's estate or indicated beneficiary shall receive any and all severance benefits the employee would have received according to this article.

4. The estate of an employee who dies before his/her scheduled date of retirement shall receive any and all severance benefits the employee was entitled to receive in accordance with Article XXI of this Agreement.

   All severance monies will be subject to IRS tax regulations.

E. Temporary Assignment

At the beginning of the school year the principal shall ask for a list of volunteers for period substitution. When the principal needs a substitute for a period, the principal shall ask those on said list first. Substitutes for period replacement shall be fairly and equally distributed among the staff that volunteers. Every effort will be made to select a teacher from the same grade level/department of the teacher who is absent. Any teacher who substitutes shall be reimbursed thirty dollars ($30) per period. Payment for temporary assignments will be made the first pay in December and in the first pay in June.

F. Salary Index (Appendix C)

Effective July 1, 2024 a four percent (4%) increase on the current BA base for the 2024-2025 school year.

Effective July 1, 2025 a four percent (4%) increase on the current BA base for the 2025-2026 school year.

Effective July 1, 2026 two percent (2%) increase on the current BA base for the 2026-2027 school year.

Additional compensation:

All members will receive a one-time $1,000 stipend paid in September 2026 between regular pays.

A transcript of credits earned must be filed with the Superintendent of Schools' office on or before September 15 in order to receive salary schedule credit retroactive to the beginning of the school year. The grade report and/or satisfactory evidence of such credits will substitute for official transcripts.

A transcript of credits earned must be filed with the Superintendent of Schools' office on or before January 15 in order to receive salary schedule credit for the second semester. The grade report and/or satisfactory evidence of such credits will substitute for official transcripts.

G. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the Tax Deferred 403(b) Annuity Plan for Government Employees" Document 403(b) with terms that comply with the requirements of this Paragraph.

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2004, who would be entitled to severance pay under Article XXI Section D who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired / rehired teacher, resigns.

b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) in an amount equal to the total amount of the Participant's severance pay in accordance with Article XXI Section D.

c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article XXI Section D regarding the payment of severance pay; provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.

d. A teacher who is a participant in the 403 (b) Plan shall complete a 403 (b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance and / or retirement incentive pay shall be made to the 403 (b) Plan.

e. If a teacher is entitled to have a contribution paid to the 403 (b) Plan and dies prior to such contribution being paid to the 403 (b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403 (b) Plan.

f. The Plan year of the 403 (b) Plan shall be the calendar year.

g. After adoption of the 403 (b) Plan, any administrative fees shall be borne by the 403 (b) Plan Participants.

3. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403 (b) Plan will continue to be eligible for any and all severance payments and / or retirement incentive payments in accordance with Article XXI Section D. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403 (b) (a "TSA") as permitted by law and Board policy.

4. All contributions to the 403 (b) Plan, all deferrals to a TSA, and all check payment to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the JATA guarantees any tax results associated with the 403 (b) Plan, deferrals to a TSA or check payment made to a teacher.

H. Criminal Background Checks

The Board will reimburse bargaining unit members the total cost, not to exceed $60, for any Board requested or otherwise legally required BCII and/or FBI criminal background checks within thirty (30) working days of submission to the Treasurer's office of receipts for same.

XXI. SCHOOL YEAR AND SCHOOL DAY

A. School Year

a. Number of Teacher Days

The school year consists of 183 professional days (exclusive of extended service), and shall include up to 5 calamity days when approved by the Board. Student calamity days in excess of five (5) must be made up by bargaining unit members, without additional pay, by using flex time, extended student day, Online Day Plan (Remote Learning Plan) prior to the end of the school year.

Up to 178 Student Days (some may be scheduled as professional development days)

2	Parent-Teacher Conference Days or the equivalent thereof
1	Orientation day scheduled prior to the first student day that will include up to two (2) hours of administrator meetings with the remainder of the day for individual teacher room preparation and planning
1	Records day (last teacher day)
3	Professional/Planning/Records Days (maximum 3 hours professional development per day)
183	Total Work Days

The last student day of the school year shall be half day for students with the remainder of the day reserved for teachers to complete necessary records.

b. Calendar

The president of JATA is to appoint a committee of JATA representatives by January 10 of each year to work with the Superintendent or designee to prepare a calendar for recommended adoption by the Jefferson Area Board of Education. The Board has final say in the development of the calendar.
NEOEA Day will be a non-working day.

B. School Day

1. Length of School Day

The staff work day shall be seven (7) hours thirty (30) minutes, which includes the thirty (30) minute teacher lunch period.

As scheduled at the beginning of the year, Tuesdays shall be the day set aside biweekly in elementary buildings and Thursdays in the secondary school for the purpose of staff, departmental, and/or grade level meetings. Unless special conditions would dictate a great need, it is recommended that individual staff members should not, normally, have more than three (3) scheduled half hour meetings per month.

2. Lunch Period

   All teachers will be scheduled with a duty free lunch period of at least thirty (30) consecutive minutes per day. Teachers may leave school property during their lunch periods provided they have notified the building principal in advance so that if emergencies arise, the teacher may be reached to assist with the emergency.

3. Planning Period

   Teachers will be permitted to leave school property during their planning period for school business with prior approval from the principal.

4. Duties Outside the School Day

   It is understood by all that a good school program includes a well rounded program of activities that occur outside the school day. Activities that occur on a regular basis and require the leadership of a staff coach and/or advisor are included in the list of supplementary duties for compensation. Also, duties assigned at activities where some staff are paid for supervision and other duties will be compensated, from the activity fund, for staff assigned to assist.

   Elementary teachers will be required to attend the following events:

   - The scheduled parent orientation
     - This may be outside of the contracted workday as part of their contract year. The date of orientation(s) will be decided cooperatively by both Elementary Building Leadership Teams. Different Grade Levels may be scheduled on separate nights (i.e. Kindergarten Night will be held on a different night than Grades 1-6 Meet the Teacher night).

   - Two (2) events outside of their workday as part of their contract year through a sign-up process approved by administration.

   Jr. High bargaining unit members will be required to attend:

   - The scheduled orientation
   - Two (2) events outside of their workday as part of their contract year (Dance, Concert, Play) through a sign-up process approved by administration.

   Secondary High School bargaining unit members will be required to attend:

   - The scheduled orientation
   - Two (2) events outside of their workday as part of their contract year (Dance, Concert, Play, Graduation Ceremony) through a sign-up process approved by administration.

5. Miscellaneous

   On those days when elementary teachers do not have a planning period within the student day, the teacher work day will be 7.25 hours (teachers may come in to work 15 minutes late). Teachers are expected to stay until buses leave.

C. Parent-Teacher Conferences

1. At two (2) selected times, from the adopted school calendar, appropriate to reporting periods, said days will be used for parent-teacher conferences in grades K-12. Teachers will be in their respective rooms or areas for conferences with parents. The administration will make announcement to the public in advance and schedule the conferences for the teachers. These conferences shall fulfill the elementary agreement for parent conference obligation.

2. Release Time for Teachers -- Parent-Teacher Conferences

   During any of the parent-teacher conference times, any teacher in the Jefferson Area Schools, who has school age children, will be given the opportunity to attend a parent-teacher conference in another building or school district:

   a. Either by staggering the starting times of the elementary schools or the secondary, or

   b. By staggering the times of parent/teacher conferences of teachers wishing to attend a parent-teacher conference in another building or school district.

The scheduling of such parent-teacher conferences shall be by agreement between the principal and the affected teacher.

XXII. VACANCY AND TRANSFERS

A. Vacancy

1. A vacancy shall be defined as a bargaining unit position that is either newly created or which is unfilled because of death, retirement, resignation, termination, non-renewal, or transfer and which the Board intends to fill.

2. Notification of Vacancy

   a. During the school year, notice of vacancy shall be sent to each school and posted in the faculty room and office for seven (7) school days in advance of filling such vacancy. Said notice shall be posted within ten (10) days upon acceptance of a resignation/retirement of a teacher holding a position which the Board intends to fill.

   b. During the summer recess, no vacancy will be permanently filled until the notice has been posted for five (5) work days except from first day of summer recess through the last day of summer recess, during which time the notice shall be emailed.

   c. Procedure for filling vacancies occurring during the school year:

      When an unanticipated vacancy occurs after August 1, the position will be filled by a substitute for the remainder of the school year. That position will be advertised according to the Contract (Section XXIII). The positions which are vacated as a result of the filling of the initial vacancy shall be advertised by the same procedure. The successful candidates will then be notified by mail that they will be hired for those positions, effective the following school year. The final position will then be filled using the procedure in Section XXIII prior to the end of the school year.

   d. All postings will be emailed to each bargaining unit member's District provided email address at the time it is posted as otherwise provided above.

3. Basis of Determination

   a. Teachers who desire to bid or make application for the vacancy shall submit a written request to the Superintendent and Building Principal.

   b. Teachers under regular contract will be given first consideration over applicants outside the school district when filling a vacancy. This will include those teachers who have requested a change or transfer for the vacant position in writing in accordance with Paragraph B, below.

B. Voluntary Transfer

Teacher initiated: Any teacher desiring a transfer or a change in supplemental duty for the next school year may request such a transfer or change in writing to the Superintendent and Building Principal for this purpose. The teacher will apprise the principal of his/her rationale for the requested change. Unsuccessful applicants for transfer may request a conference with the Superintendent of Schools and Building Principal.

C. Involuntary Transfer

1. At the time it is necessary to make an involuntary transfer, the area of competence, major or minor field of study, length of service in the system, length of service in the building, length of service in the grade level or subject, performance, certification/licensure and other relevant factors shall be considered.

2. An involuntarily transferred teacher may, at the discretion of the Superintendent, be transferred back to his/her previous position, if available, the subsequent school year, under the voluntary transfer provisions of this Article.

3. Principal initiated: Any teacher recommended for transfer to another building and/or subject area shall be personally informed by his/her principal of the principal's rationale for this transfer.

   The teachers will receive written notification of the transfer prior to the end of the school year.

4. The highest professional standards will be maintained in this area of teacher-administrative relations.

5. Any teacher who is being assigned involuntarily to a new building and/or subject area may request a conference with the Superintendent.

6. A teacher who is involuntarily transferred will not be subject to another involuntary transfer for a period of three (3) years unless there are extenuating circumstances that are discussed with union leadership.

XXIII. THE EFFECTS OF THE CONTRACT

A. The contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Chapter 4117 of the Ohio Revised Code). Should any provision become inoperative, either party may request a meeting to be held in ten (10) calendar days to renegotiate such provisions.

B. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

C. This Agreement supersedes and cancels all previous Agreements, oral or written between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties.

XXIV. CONSULTING TEACHER PROGRAM

A. If the Board decides to operate its own "resident educator" program, a proposal for the program shall be developed by a committee comprised of JATA and Board and/or administration representatives. The program developed by the committee shall be subject to review, approval, modification, or disapproval by the Board of Education.

B. If a program is implemented, compensation and/or release time for mentor/teachers shall be negotiated with JATA.

XXV. TEACHER EDUCATION, CERTIFICATION, AND LICENSURE

The LPDC shall be run by the Ashtabula County Educational Service Center according to their established rules and regulations.

XXVI. EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the re-employment of teachers following such teachers' service retirement from the District. Specifically, the parties agree that:

a. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Jefferson Area Local Schools.

b. The re-employed teacher shall be eligible for Board insurance as any other similarly situated bargaining unit member. The re-employed teacher is not eligible for any opt out or in lieu of payments for insurances.

c. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at the discretion of the Board as long as credit for years of service is consistent with the terms of the collective bargaining agreement (Article X, Paragraph H). Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Jefferson Area Local School District Board of Education shall be as if such teacher was new to the District and therefore will be at the discretion of the Board as long as credit for years of service is consistent with the terms of the collective bargaining agreement for newly hired teachers not previously employed by the Board (Article X, Paragraph H). Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.

d. Seniority for retired teachers newly hired by the Board as well as for Jefferson Area Local teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.

e. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.

f. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article XX.

g. There will be no severance or retirement incentive pay available for retired teachers employed by the Board.

h. Teachers employed by the Board after retirement will be given one-year limited contracts only. Non-renewal of such teachers will be accomplished through written notice to the teacher on or before June 1st of any year of the Board's intention not to renew their limited contract of employment. Other than the failure of the Board to provide such written notification to such teachers prior to that date, the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise and the

Association agrees not to contest any waiver of rights executed by the employee at the time of hire. For purposes of these teachers, the parties specifically agree that, to the extent that it does not conflict with the statutory requirements, this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

i. The re-employed teacher shall commence his/her employment with zero sick leave pursuant to Article XV.

j. The number of re-employed teachers shall not exceed five percent (5%) of the total bargaining unit.

k. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

XXVII. DURATION OF CONTRACT

This contract shall be effective 12:01 a.m. on July 1, 2024, and remain in full force and effect through 11:59 p.m. June 30, 2027.

FOR THE ASSOCIATION

Matthew Jarrett 5-23-2024
President, Affiliate Date

Sarah E Thompson 5-23-24
Bargaining Chairperson Date

Jennifer Pagliuca 5.23.24
Bargaining Team Date

Tony Moody 5-23-24
Chief Spokesperson Date

FOR THE EMPLOYER:

5-28-24
President, Board of Education Date

5-23-24
Superintendent Date

Brian E Stec 5/24/24
Treasurer Date

5-23-24
Chief Spokesperson Date

APPENDIX A

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

STEP 1 INFORMAL MEETING

_____	_____	_____
Building	Assignment	Date of Meeting

Persons Present:

_____

_____

_____

_____

APPENDIX A - CONTINUED
JEFFERSON AREA LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Grievance No. _____/_____

Distribution of Form, Step 2
1. Superintendent
2. Principal
3. Grievant
4. JATA

GRIEVANCE REPORT
STEP 2

_____	_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed	Adm. Initial

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance: Article # _____ Section _____

_____

_____

Relief Sought

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

C. Disposition by Principal

_____

_____

_____

_____ _____
Date Signature of Supervisor

Any additional pages may be attached to this report if any space provided is insufficient. Grievance number, date, and signature should be placed on any additional pages.

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____/_____

Distribution of Form, Step 3
1. Superintendent
2. Principal
3. Grievant
4. JATA

GRIEVANCE REPORT

STEP 3

_____	_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed	Adm. Initial

A. Position of Grievant and/or Association _____

_____

_____

_____

_____ _____

Date Signature of Grievant

_____ _____

Date Signature of Association Rep.

B. Date received by Superintendent or designee _____

C. Disposition by Superintendent or designee _____

_____

_____

_____ _____

Date Signature

Any additional pages may be attached to this report if any space provided is insufficient. Grievance number, date, and signature should be placed on any additional pages.

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____/_____

Distribution of Form, Step 4
1. Superintendent
2. Principal
3. Grievant
4. JATA

GRIEVANCE REPORT
STEP 4

_____	_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed	Adm. Initial

A. Position of Grievant and/or Association _____

_____

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

B. Date received by Jefferson Board of Education _____

C. Disposition by Board _____

_____

_____

_____

_____ _____
Date Signature

Any additional pages may be attached to this report if any space provided is insufficient. Grievance number, date, and signature should be placed on any additional pages.

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Grievance No. _____/_____

Distribution of Form, Step 4
1. Superintendent
2. Principal
3. Grievant
4. JATA

GRIEVANCE REPORT
STEP 5

_____	_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed	Adm. Initial

A. Position of Association and/or Grievant if the Association is in Non-concurrence_____

_____

_____

_____

_ _____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

B. Date submitted to arbitrator _____

C. Disposition and award of arbitrator

_____

_____

_____

_____ _____
Date Signature

Any additional pages may be attached to this report if any space provided is insufficient. Grievance number, date, and signature should be placed on any additional pages.

Appendix B

Jefferson Area Local Schools

Jefferson Teacher Evaluation System Forms

Professional Growth Plan

Teacher Name: Evaluator Name: Self-Directed
Jointly Developed Evaluator Guided
(Accomplished)
(Skilled) (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
Focus for Learning Knowledge of Students Lesson Delivery		Classroom Environment Assessment of Student Learning Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____
The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Walkthroughs/Informal Observations

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**
Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
Instructional time is used effectively	Information is presented in multiple formats
Teacher combines collaborative and whole class learning opportunities	Routines, procedures and transitions are consistent, effective and maximize instructional time
Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	Feedback is substantive, specific, timely and supports student learning
Lesson makes clear and coherent connections with student prior learning and future learning	Teacher selects, develops and uses multiple assessments
Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	Teacher uses differentiated instructional strategies and resources for groups of students
Other:	Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Teacher Performance Evaluation Rubric

The Teacher Performance Evaluation Rubric is to be scored holistically. This means evaluators will assess which level provides the best overall description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress towa goal(s). The teacher plans for the facilitation of developmentally appropriate student data collec and strategies to assist in stud goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that	The teacher plans lessons that intentionally make clear and coherent connections with stud prior and future learning and includes strategies that communicate the connections

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 2.1 Element 2.2 Element 2.4 Element 2.5			communicate the connections to students.	students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys					professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interes based, strength based), expectations for mastery and models of exemplary performance to students through multiple communicati techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher communication strategies and questioning techniques engag students in higher-level and creative thinking and stimulate student-to-student interactions

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
peer review		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and time feedback to support individua student learning. The teacher gives students opportunities t engage in self-assessment, provide feedback to each oth and reflect on their own strengths and challenges.
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulat and anticipates individual student confusion or misconceptions by presenting information in multiple format and clarifying content as he o she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	Learning is primarily self-directed with the teacher in th role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative an whole class learning opportunities to maximize student learning.

Improvement Plan

Teacher Name:				Grade Level/ Subject:	
School year:		Building:		Date of Improvement Plan Conference:	

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____
Date: _____

Evaluator's Signature: _____
Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have
been followed.

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	Ineffective	Developing	Skilled	Accomplished
Formal Holistic Observation (followed by conference)				
Formal Focused Observation **<u>Focus Area(s):</u>** Focus for Learning Knowledge of Students Lesson Delivery Classroom Environment Assessment of Student Learning Professional Responsibilities				
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

\

Evaluator Signature _____ **Date** _____

APPENDIX C-1

INDEX

Step	BA	BA + 150	BA + 10	BA + 20	MA	MA + 10	MA + 20	MA + 30
0	1.00	1.025	1.05	1.10	1.16	1.21	1.26	1.31
1	1.05	1.075	1.10	1.15	1.21	1.26	1.31	1.36
2	1.10	1.125	1.15	1.20	1.26	1.31	1.36	1.41
3	1.15	1.175	1.20	1.26	1.31	1.36	1.41	1.46
4	1.20	1.225	1.25	1.31	1.37	1.42	1.47	1.51
5	1.25	1.275	1.30	1.36	1.42	1.47	1.52	1.56
6	1.30	1.325	1.35	1.41	1.47	1.52	1.57	1.61
7	1.35	1.375	1.40	1.46	1.52	1.57	1.62	1.66
8	1.40	1.425	1.45	1.51	1.57	1.62	1.67	1.71
9	1.45	1.475	1.50	1.56	1.62	1.67	1.72	1.76
10	1.50	1.525	1.55	1.61	1.67	1.72	1.77	1.81
11	1.55	1.575	1.60	1.66	1.72	1.77	1.82	1.86
12	1.60	1.625	1.65	1.71	1.77	1.82	1.87	1.91
13	1.65	1.675	1.70	1.76	1.82	1.87	1.92	1.96
14	1.65	1.675	1.70	1.76	1.82	1.87	1.92	1.96
15	1.65	1.675	1.70	1.81	1.87	1.92	1.97	2.01
16	1.65	1.675	1.70	1.81	1.87	1.92	1.97	2.01
17	1.65	1.675	1.70	1.81	1.87	1.92	1.97	2.01
18	1.65	1.675	1.70	1.81	1.87	1.92	1.97	2.01
19	1.65	1.675	1.70	1.81	1.87	1.92	1.97	2.01
20	1.65	1.675	1.70	1.86	1.93	1.97	2.02	2.06
27				1.91	1.98	2.02	2.07	2.11

APPENDIX C-2
Jefferson Area Local Schools
Salary Schedule
July 1, 2024-June 30, 2025

Base $ 38,015

STEP	BA	BA+150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	$ 38,015	$ 38,965	$ 39,916	$ 41,817	$ 44,097	$ 45,998	$ 47,899	$ 49,800
1	$ 39,916	$ 40,866	$ 41,817	$ 43,717	$ 45,998	$ 47,899	$ 49,800	$ 51,700
2	$ 41,817	$ 42,767	$ 43,717	$ 45,618	$ 47,899	$ 49,800	$ 51,700	$ 53,601
3	$ 43,717	$ 44,668	$ 45,618	$ 47,899	$ 49,800	$ 51,700	$ 53,601	$ 55,502
4	$ 45,618	$ 46,568	$ 47,519	$ 49,800	$ 52,081	$ 53,981	$ 55,882	$ 57,403
5	$ 47,519	$ 48,469	$ 49,420	$ 51,700	$ 53,981	$ 55,882	$ 57,783	$ 59,303
6	$ 49,420	$ 50,370	$ 51,320	$ 53,601	$ 55,882	$ 57,783	$ 59,684	$ 61,204
7	$ 51,320	$ 52,271	$ 53,221	$ 55,502	$ 57,783	$ 59,684	$ 61,584	$ 63,105
8	$ 53,221	$ 54,171	$ 55,122	$ 57,403	$ 59,684	$ 61,584	$ 63,485	$ 65,006
9	$ 55,122	$ 56,072	$ 57,023	$ 59,303	$ 61,584	$ 63,485	$ 65,386	$ 66,906
10	$ 57,023	$ 57,973	$ 58,923	$ 61,204	$ 63,485	$ 65,386	$ 67,287	$ 68,807
11	$ 58,923	$ 59,874	$ 60,824	$ 63,105	$ 65,386	$ 67,287	$ 69,187	$ 70,708
12	$ 60,824	$ 61,774	$ 62,725	$ 65,006	$ 67,287	$ 69,187	$ 71,088	$ 72,609
13	$ 62,725	$ 63,675	$ 64,626	$ 66,906	$ 69,187	$ 71,088	$ 72,989	$ 74,509
14	$ 62,725	$ 63,675	$ 64,626	$ 66,906	$ 69,187	$ 71,088	$ 72,989	$ 74,509
15	$ 62,725	$ 63,675	$ 64,626	$ 68,807	$ 71,088	$ 72,989	$ 74,890	$ 76,410
16	$ 62,725	$ 63,675	$ 64,626	$ 68,807	$ 71,088	$ 72,989	$ 74,890	$ 76,410
17	$ 62,725	$ 63,675	$ 64,626	$ 68,807	$ 71,088	$ 72,989	$ 74,890	$ 76,410
18	$ 62,725	$ 63,675	$ 64,626	$ 68,807	$ 71,088	$ 72,989	$ 74,890	$ 76,410
19	$ 62,725	$ 63,675	$ 64,626	$ 68,807	$ 71,088	$ 72,989	$ 74,890	$ 76,410
20	$ 62,725	$ 63,675	$ 64,626	$ 70,708	$ 73,369	$ 74,890	$ 76,790	$ 78,311
27				$ 72,609	$ 75,270	$ 76,790	$ 78,691	$ 80,212

APPENDIX C-3

Jefferson Area Local Schools

Salary Schedule

July 1, 2025-June 30, 2026

Base $ 39,536

STEP	BA	BA+150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	$ 39,536	$ 40,524	$ 41,513	$ 43,490	$ 45,862	$ 47,839	$ 49,815	$ 51,792
1	$ 41,513	$ 42,501	$ 43,490	$ 45,466	$ 47,839	$ 49,815	$ 51,792	$ 53,769
2	$ 43,490	$ 44,478	$ 45,466	$ 47,443	$ 49,815	$ 51,792	$ 53,769	$ 55,746
3	$ 45,466	$ 46,455	$ 47,443	$ 49,815	$ 51,792	$ 53,769	$ 55,746	$ 57,723
4	$ 47,443	$ 48,432	$ 49,420	$ 51,792	$ 54,164	$ 56,141	$ 58,118	$ 59,699
5	$ 49,420	$ 50,408	$ 51,397	$ 53,769	$ 56,141	$ 58,118	$ 60,095	$ 61,676
6	$ 51,397	$ 52,385	$ 53,374	$ 55,746	$ 58,118	$ 60,095	$ 62,072	$ 63,653
7	$ 53,374	$ 54,362	$ 55,350	$ 57,723	$ 60,095	$ 62,072	$ 64,048	$ 65,630
8	$ 55,350	$ 56,339	$ 57,327	$ 59,699	$ 62,072	$ 64,048	$ 66,025	$ 67,607
9	$ 57,327	$ 58,316	$ 59,304	$ 61,676	$ 64,048	$ 66,025	$ 68,002	$ 69,583
10	$ 59,304	$ 60,292	$ 61,281	$ 63,653	$ 66,025	$ 68,002	$ 69,979	$ 71,560
11	$ 61,281	$ 62,269	$ 63,258	$ 65,630	$ 68,002	$ 69,979	$ 71,956	$ 73,537
12	$ 63,258	$ 64,246	$ 65,234	$ 67,607	$ 69,979	$ 71,956	$ 73,932	$ 75,514
13	$ 65,234	$ 66,223	$ 67,211	$ 69,583	$ 71,956	$ 73,932	$ 75,909	$ 77,491
14	$ 65,234	$ 66,223	$ 67,211	$ 69,583	$ 71,956	$ 73,932	$ 75,909	$ 77,491
15	$ 65,234	$ 66,223	$ 67,211	$ 71,560	$ 73,932	$ 75,909	$ 77,886	$ 79,467
16	$ 65,234	$ 66,223	$ 67,211	$ 71,560	$ 73,932	$ 75,909	$ 77,886	$ 79,467
17	$ 65,234	$ 66,223	$ 67,211	$ 71,560	$ 73,932	$ 75,909	$ 77,886	$ 79,467
18	$ 65,234	$ 66,223	$ 67,211	$ 71,560	$ 73,932	$ 75,909	$ 77,886	$ 79,467
19	$ 65,234	$ 66,223	$ 67,211	$ 71,560	$ 73,932	$ 75,909	$ 77,886	$ 79,467
20	$ 65,234	$ 66,223	$ 67,211	$ 73,537	$ 76,304	$ 77,886	$ 79,863	$ 81,444
27				$ 75,514	$ 78,281	$ 79,863	$ 81,840	$ 83,421

APPENDIX C-4

Jefferson Area Local Schools

Salary Schedule

July 1, 2026-June 30, 2027

Base $ 40,327

STEP	BA	BA+150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	$ 40,327	$ 41,335	$ 42,343	$ 44,360	$ 46,779	$ 48,796	$ 50,812	$ 52,828
1	$ 42,343	$ 43,352	$ 44,360	$ 46,376	$ 48,796	$ 50,812	$ 52,828	$ 54,845
2	$ 44,360	$ 45,368	$ 46,376	$ 48,392	$ 50,812	$ 52,828	$ 54,845	$ 56,861
3	$ 46,376	$ 47,384	$ 48,392	$ 50,812	$ 52,828	$ 54,845	$ 56,861	$ 58,877
4	$ 48,392	$ 49,401	$ 50,409	$ 52,828	$ 55,248	$ 57,264	$ 59,281	$ 60,894
5	$ 50,409	$ 51,417	$ 52,425	$ 54,845	$ 57,264	$ 59,281	$ 61,297	$ 62,910
6	$ 52,425	$ 53,433	$ 54,441	$ 56,861	$ 59,281	$ 61,297	$ 63,313	$ 64,926
7	$ 54,441	$ 55,450	$ 56,458	$ 58,877	$ 61,297	$ 63,313	$ 65,330	$ 66,943
8	$ 56,458	$ 57,466	$ 58,474	$ 60,894	$ 63,313	$ 65,330	$ 67,346	$ 68,959
9	$ 58,474	$ 59,482	$ 60,491	$ 62,910	$ 65,330	$ 67,346	$ 69,362	$ 70,976
10	$ 60,491	$ 61,499	$ 62,507	$ 64,926	$ 67,346	$ 69,362	$ 71,379	$ 72,992
11	$ 62,507	$ 63,515	$ 64,523	$ 66,943	$ 69,362	$ 71,379	$ 73,395	$ 75,008
12	$ 64,523	$ 65,531	$ 66,540	$ 68,959	$ 71,379	$ 73,395	$ 75,411	$ 77,025
13	$ 66,540	$ 67,548	$ 68,556	$ 70,976	$ 73,395	$ 75,411	$ 77,428	$ 79,041
14	$ 66,540	$ 67,548	$ 68,556	$ 70,976	$ 73,395	$ 75,411	$ 77,428	$ 79,041
15	$ 66,540	$ 67,548	$ 68,556	$ 72,992	$ 75,411	$ 77,428	$ 79,444	$ 81,057
16	$ 66,540	$ 67,548	$ 68,556	$ 72,992	$ 75,411	$ 77,428	$ 79,444	$ 81,057
17	$ 66,540	$ 67,548	$ 68,556	$ 72,992	$ 75,411	$ 77,428	$ 79,444	$ 81,057
18	$ 66,540	$ 67,548	$ 68,556	$ 72,992	$ 75,411	$ 77,428	$ 79,444	$ 81,057
19	$ 66,540	$ 67,548	$ 68,556	$ 72,992	$ 75,411	$ 77,428	$ 79,444	$ 81,057
20	$ 66,540	$ 67,548	$ 68,556	$ 75,008	$ 77,831	$ 79,444	$ 81,461	$ 83,074
27				$ 77,025	$ 79,847	$ 81,461	$ 83,477	$ 85,090

APPENDIX D

INDEX

POSITION	% BASE
Faculty Manager	10
FOOTBALL	
Head Coach	20
Assistant Coach	14
Gr. 9 – Assistant Coach	12
Gr. 8	9
Gr. 7	9
BASKETBALL	
Head Coach Boys	20
Head Coach Girls	20
Assistant Coach Boys	14
Assistant Coach Girls	14
Gr. 8 Boys	9
Gr. 8 Girls	9
Gr. 7 Boys	9
Gr. 7 Girls	9
WRESTLING	
Head Coach	20
Assistant Coach	14
Jr. High	9
BASEBALL/SOFTBALL	
Head Coach Boys	14
Head Coach Girls	14
Assistant Coach Boys	10
Assistant Coach Girls	10

APPENDIX D--CONTINUED

POSITION	% BASE
TRACK	
Head Coach Boys	14
Head Coach Girls	14
Assistant Coach (if participation exceeds 20 students)	10
Jr. High Boys	6
Jr. High Girls	6
GOLF	
Head Coach (Boys & Girls)	10
JV Coach	5
SOCCER	
Head Coach Boys	12
Head Coach Girls	12
Grades 7 & 8 Co-Ed	6
TENNIS	
Head Coach Boys	12
Head Coach Girls	12
Jr. High Combined Boys & Girls	6
CROSS COUNTRY	
Head Coach (Boys & Girls)	12
Assistant Coach	8
VOLLEYBALL	
Head Coach	20
Assistant Coach	14
Gr. 8	9
Gr. 7	9
CHEERLEADERS	
Varsity / JV	10
Junior High	7
SWIMMING	
Head Coach	10
BOWLING	
Head Coach	10

APPENDIX D--CONTINUED

POSITION	% BASE
WEIGHTLIFTING	2
MUSIC	
Band Director	15
Assistant Band Director	5
Vocal Director	7
ELEMENTARY MUSIC DECEMBER PROGRAM* (2 Night Commitment)	$500 Stipend
*The elementary music teacher is required to have these night commitments	
DRAMA	
Non-musical Director	8
Non-musical Assistant(5)	4
Director of Musical	8
Assistant Director of Musical(5)	4
Director of Music for Musical	4
PUBLICATIONS	
Newspaper	5
Yearbook	7
STUDENT COUNCIL	
Sr. High Advisor	6
Jr. High Advisor	4
ACADEMIC CHALLENGE	2
MODEL U.N.	
Head Advisor	6
Assistant Advisor	3
CLASS ADVISORS	
7th Grade	1
8th Grade	1
9th Grade	1
10th Grade	2
11th Grade / Prom	4
12th Grade	2

APPENDIX D--CONTINUED

POSITION	% BASE
ROBOTICS ADVISOR	2
POWER OF THE PEN ADVISOR	2
SENIOR CLUB	2
SPANISH CLUB	1
SCIENCE CLUB	1
N.H.S.	3
Junior High NHS	1.5
A.V. COORDINATOR	3
Department Liason[4]	2
Technology Network $40/hours not to exceed	40 hours
Extended Service (Mutually agreed upon between the administration &	
Bargaining unit member.)	
Guidance 9/12	Up to 20 days
Guidance 7/8	Up to 20 days
Band Director (Summer)	Up to 20 days
Librarian (1)	Up to 14 days

APPENDIX D – CONTINUED

Experience Credit:

1. Teachers with four (4) to six (6) years experience in a supplemental assignment base of 2% or more for an activity* shall be paid a stipend of $500.

2. Teachers with seven (7) or more years experience in a supplemental assignment base of 2% or more for an activity*, shall be paid a stipend of $1000.

    a. Coaching a specific sport in any position (i.e., Head Coach, Assistant Coach, 7^{th}-9^{th} grade coach, girls or boys) shall be counted as an activity*.

    b. Directing Vocal or Instrumental Music at any level (i.e., Elementary, Junior High, or Senior High) shall be counted as an activity*.

    c. All other activities shall stand alone when determining assignment.

3. All supplementals shall be placed at year one (1) and shall move up in experience with each additional year of experience.

4. Department Liaisons shall receive a supplemental contract for 2% of BA base if no extra planning/conference period is available.

5. Participation above thirty-five (35) students will require an Assistant Director to be paid at one half (1/2) of the Director.

6. Beginning with the 2013-2014 school year, the experience stipend for all employees not currently receiving the experience stipend described above will be discontinued.

7. All supplemental contract holders receiving the above experience stipend, as of June 30, 2013, will continue to receive the stipend for the duration of their tenure in that sport or activity. The amount of the stipend will not increase from the amount the employee received during the 2012-2013 school year. Once an individual leaves the assignment, for any reason, the experience stipend shall be forfeited and will not be reinstated in the future.

APPENDIX E

Salary Notification

For

Certificated/Licensed Employees

Employee Name
Employee Address
Employee City

Jefferson Area Local School District
121 S. Poplar Street
Jefferson, Ohio 44047

You are hereby notified that your salary for the position of TEACHER for the _____ school year will be $ _____ per year, for _____days.

Said salary will be payable in _____ (26 or 27) installments of $_____ beginning _____.

Salary schedule: Step: Class:

Hours worked per day: _____, for a rate of $ _____ per day.

_____
President, Board of Education

_____
Treasurer

If there are any discrepancies, please contact the Treasurer's Office.

APPENDIX F

JOB DESCRIPTION

A. Job Description: Classroom Teacher

1. Responsibility

Teacher is directly responsible to the principal or principals of the school or schools to which he/she is assigned.

2. General Duties

The teacher shall be responsible for teaching the students assigned to him/her according to the courses of study approved by the Board of Education. The teacher shall plan, direct, and evaluate learning experiences of the pupils in class and in activities sponsored by the school.

3. Specific Duties

a. In the area of teaching, the teacher shall:

(1) Assess each student so that instruction can be directed at his/her level of capability;

(2) Employ a variety of instructional techniques and instructional media, consistent with the physical limitations of the location and needs of the individual child or group and evaluate student's progress on a regular basis which is recommended to be a minimum of once for every five times the class meets during a grading period;

(3) Provide a safe classroom environment by implementing all policies and/or rules governing student life or conduct, keeping the classroom orderly and developing reasonable rules of classroom behavior;

(4) Encourage self-discipline by guiding students to set personal goals and accept responsibility for the correction of any students when required;

(5) Take reasonable and necessary precautions to protect students, equipment, materials and facilities.

(6) Encourage the building of a positive self-image for each student.

b. In the area of programs, the teacher shall:

(1) Meet and instruct assigned class at assigned location and time;

(2) Develop and maintain classroom environment conducive to effective learning;

(3) Prepare and show written evidence of preparation upon request of immediate supervisor. Lesson plans are a brief outline of course material to be covered during a week;

(4) Coordinate plans for activities with other faculty members in department or grade level and cooperate in the selection of instructional methods.

c. In the area of professionalism, the teacher shall:

(1) Know and abide by the established policies, rules, and regulations of the Board of Education;

(2) Attend all called meetings unless properly excused;

(3) Maintain a personal appearance which reflects personal pride in the dignity of the profession;

(4) Abide by established working hours;

(5) Cooperate with all others assigned to work with his/her students such as speech therapists, counselors, librarians, and principals;

(6) Protect school district property from damage and improper use to the best of the teacher's ability;

(7) Evaluate his/her own performance and strive to grow professionally;

(8) Serve professionally on committees;

(9) Be encouraged to join professional organizations;

(10) Perform in all instances in a professional manner honoring the confidence and loyalties ascribed to and required of this position;

(11) Assist in upholding and enforcing school rules and administrative regulations;

(12) Exhibit a maturity of professional purpose and a keen understanding of the status of the profession and be dedicated to the ideals and ethics of the profession;

(13) Strive to maintain the respect and admiration of colleagues, students, and citizens of the community and to establish rapport with them.

d. In the area of community relations, the teacher is encouraged to:

(1) Accept a share of responsibility for school-community activities;

(2) Foster desirable relations between school and community;

(3) Make use of community resources in support of education programs;

(4) Make provisions for being available to students and parents for education-related purposes outside the instructional day under reasonable terms, when applicable.

e. In the area of records and reports, the teacher shall:

(1) Maintain accurate and complete records as required by law, district policy and administrative regulations;

(2) Prepare annual appropriation requests;

(3) Requisition supplies, equipment, and services through his/her principal, department chairperson, or supervisor as directed administrative policy.

4. Qualifications:

The Teacher shall:

Have a background of college training in the subject or grade being taught which meets the current Rules and Regulations governing Teacher Education and Certification adopted by the Ohio State Board of Education.

5. Salary Classification

By salary schedule adopted by the Board of Education.

APPENDIX G

JEFFERSON AREA LOCAL SCHOOL DISTRICT

CERTIFIED TEACHER REQUEST/AFFIDAVIT FOR ASSAULT LEAVE

In compliance with Article XV, Paragraph A. of the Collective Bargaining Agreement and consistent with the applicable provisions of Ohio Revised Code Section 3319.143, the undersigned teacher hereby requests assault leave:

Name _____ Date of Filing _____

Building_____ Date of Assault _____

I hereby certify that my absence beginning on_____(date) is the consequence of a physical injury resulting from an assault which occurred in the course of Board employment while on duty on school grounds or in attendance at a school-sponsored function.

I understand that such leave shall not exceed thirty (30) work days and that I am required to file a full written report to my building principal/immediate supervisor concerning the assault immediately after having the opportunity to consult with representation of my choice.

I further agree to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker(s), and to file charges with the appropriate authorities.

If I have not already done so, I will promptly supply a certificate from a licensed physician stating the nature of the disability and its expected duration and fully understand and agree that the Superintendent may require, in the process of establishing my eligibility for assault leave, an examination by a Board-appointed physician at Board expense.

I understand that failure to follow the appropriate procedures as set forth above or to provide the required information will jeopardize my eligibility for assault leave. Further, I am aware that falsification of either this form, my signed statement or a physician's certificate is ground for suspension or termination of employment under Ohio Revised Code Section 3319.16.

_____ _____

Teacher Requesting Leave Date

Physician's Name: _____

Address:_____ Tel #:_____

APPENDIX H SCHEDULE OF BENEFITS

The Schedule of Benefits is a summary of the Deductible, Copayments and other limits when you receive Covered Services from a Provider. Please refer to the Covered Services section of this certificate for a more complete explanation of the specific services covered by the Plan. All Covered Services are subject to the conditions, Exclusions, limitations, terms and provisions of this Certificate including any attachments or riders. **This Schedule of Benefits lists the Member's responsibility for Covered Services.** Benefits for Covered Services are based on the Maximum Allowable Amount. When you utilize a Non-Network Provider you are responsible for any balance due between the Non-Network Provider's charges and the Maximum Allowable Amount in addition to any Copayments, Deductibles, and non-covered charges.

BENEFIT PERIOD	Calendar year
Dependent Age Limit	To the end of the calendar year in which the child attains age 26.
Pre-Existing Period	None

Deductible	**Network**	**Non-Network**
Per Person	$125	$250
Per Family	$250	$500

Note: Any amounts applied to the Deductible for expenses incurred during the last three months of the Benefit Period will also be applied to meet the next Benefit Period's Deductible, but not Out-of-Pocket.

Out-of-Pocket Limit	**Network**	**Non-Network**
Per Person	$625	$1,250
Per Family	$1,250	$2,500

(New because of the Affordable Care Act we must show out-of-pocket maximum on office visit copayments to be compliant: In the past you didn't have any out-of-pocket limits.)

Out-of-pocket maximum for medical plan for copayments:

Network	**Non-Network**
$2,050/$4,100	None

Note: The Out-of-Pocket Limit includes all Deductibles and Copayments you incur in a Benefit Period, except for the following services:

- Prescription Drug Benefits
- Human Organ and Tissue Transplant Services

The Out-of-Pocket Limit also excludes Copayments for the following services when listed as dollar amounts:

- Physician Office Services (even if for Mental Health Conditions)
- Preventative Care Services
- Urgent Care Services

Once the Member and/or family Out-of-Pocket Limit is satisfied, no additional Copayments will be required for the Member and/or family for the remainder of the Benefit Period, except for the services listed above.

Network deductibles, co-payments, and out-of-pocket limits do not accumulate toward non-network deductibles. Likewise, non-network deductibles, co-payments and out-of- pocket limits do not accumulate toward network deductibles.

Lifetime Maximum for all Covered Services Except Human Organ and tissue Transplants	Unlimited
Lifetime maximum for Human Organ and Tissue Transplants	Unlimited

Covered Services	Copayments / Maximums Network	Non-Network
Preventative Care: Exams, physicals & immunizations PAP Testing, Pelvic Exams, Mammography, PSA Tests Annual Diabetic Exam, Colonoscopy, Sports Physical, TMJ	Covered in full	30% Coinsurance
Physician Office Services per visit (including biologically based mental disorders)	$20 Copayment	30% Coinsurance

	LiveHealth online	Network	Non-Network
Online Office Services per visit (Including biologically based on mental Disorders)	$0 copay	$20 Copay	30% Coinsurance
Allergy – testing and treatment – serum and injections		10% AD	30% Coinsurance

Maximum Visits per Benefit Period for:

Physical Therapy	Thirty (30) visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network.
Occupational Therapy	Twenty (20) visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network.
Speech Therapy	Twenty (20) visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network twelve (12) visits, combined Network and Non-Network.

Spinal Manipulations	12 visits, combined Network and Non-Network.	
Inpatient Services (including biologically based mental disorders)	10% AD	30% Coinsurance
Maximum days per Benefit Period for Physical Medicine and Rehabilitation	60 days, combined Network and Non-Network.	
Maximum days per Benefit Period for Skilled Nursing Care Facility Services	180 days, combined Network and Non-Network.	
Outpatient Services (Hospital/Alternative Care Facility)		
Outpatient Surgery	10% AD	30% AD
Professional Charges	10% AD	30% AD
Other Outpatient Services	10% AD	30% AD
Professional Charge	10% AD	30% AD

Maximum visits per Benefit Period for Physical, Occupational, Speech, and Spinal manipulations maximums refer to Physicians Office Services in this Schedule of Benefits.

Emergency Care (In Emergency Room – Copayment is waived, if admitted)	$100 Copayment per visit	$100 Copayment per visit
Urgent Care	$25 Copayment per visit	$25 Copayment per visit
Ambulance Service	10% AD	30% AD
Well-child Exams	Covered in full	30% AD
All other preventative services designated by the United States Preventative Services Task Force	Covered in full	Not covered
Immunizations as directed by the CDC	Covered in full	Not covered

Mental Health & Substance Abuse Services

Lifetime Maximum	None.	
Inpatient Services	10% AD	Mental Health 30% AD Substance Abuse 30% AD
Outpatient Services	$20 Copayment	30% AD
Physician Office Services	$20 Copayment per visit	30% AD
Home Care Services	10% AD	30% AD
Maximum visits per Benefit Period	180 days	Thirty (30) visits per Benefit Period
Hospice Services	10% AD;	30% AD

Human Organ and Tissue Transplant Services

For cornea and kidney transplants, the transplant and tissue services benefits or requirements described below do not apply. These services are paid as Inpatient Services, Outpatient Services or Physician Office Services depending where the service is performed.

Benefit Period	Total of 365 continuous days beginning 1 day immediately prior to a covered transplant procedure or first myeloblaton therapy (high dose chemotherapy and/or irradiation).

Transplant Maximum Lifetime maximum per member for all Transplant Services, under this Plan or any successive Human Organ and Tissue Transplant Benefit between The Member and the Company	None

Note: Transportation / Lodging / Meals, Procurement, and Hospital Confinement are included in and accrue toward this lifetime maximum for all Transplant Services.

Transplants at a Non-Network Facility do not count towards the Deductible or the Out-of-Pocket Maximum.

Non-Network Transplant Facility
Transplant Services provided through a Non-Network Transplant Facility, with respect to the type covered Transplant Procedure performed:

If the Covered Transplant Procedure is performed in a Non-Network Transplant Facility, we will pay the lesser of the 50% Copayment of billed charges, or 50% Copayment of the amount shown below for the actual Covered Transplant Procedure. These amounts may be eligible for Covered Transplant Procedure expenses during the 30 day period beginning one day prior to the Covered Transplant procedure for solid organ transplants, and one day prior to myeloblative therapy for bone marrow/stem cell transplants. After the 30th day, remaining transplant services other than the Covered Transplant Procedure expenses, may be eligible at 50% Copayment of billed charges for the remainder of the 365 day Benefit Period.

The Maximum below include organ acquisition for a solid organ transplant; and mobilization, harvesting and storage of marrow/cells, regardless of when it occurs, for a bone marrow/stem cell transplant.

	Network Transplant Facility	**Non-Network Transplant Facility**
Transplant Services With respect to the type of Covered Transplant Procedure performed:	Covered in Full	The lesser of 50% Coinsurance of billed charges or, 50% Coinsurance of the amount shown in the schedule below

	Network Transplant Facility	**Non-Network Transplant Facility**
Transportation Lodging and Meals	**Limited to the federal maximum benefit**	50% Coinsurance

Reasonable and necessary travel expenses related to a transplant at a Non-Network Transplant Facility are covered at the Non- Network Transplant Facility Copayment level.

Medical Supplies, Durable Medical Equipment and Appliances	10% AD	30% AD

Note: Physician office copayments are applied rather than the Network Copayment listed above if medical supplies, durable Medical Equipment or appliances are obtained in a Network Physician's office.

Prescription Drugs [1]
Days Supply

(Days Supply may be less than the amount shown, due to Prior Authorization, Quantity Limits and Utilization Guidelines):

	Retail 30 Day Supply	**Mail 90 Day Supply**
Tier 1	**$10.00**	**$20.00**
Tier 2	**$20.00**	**$40.00**
Tier 3	**$30.00**	**$60.00**

Non-Network Pharmacy	50% Coinsurance
Prescription Drug Copayment out-of-pocket	$3,300 / $6,600

[1] Certain Diabetic and asthmatic supplies are covered in full. These supplies are not covered if obtained from a Non-Network Pharmacy. Diabetic test strips are covered as any other drug (Network and Non-Network)

APPENDIX H **SCHEDULE OF BENEFITS**

Actively At Work - Present and capable of carrying out the normal assigned job duties of the Group. Subscribers who are absent from work due to a health-related disability, maternity leave on regularly scheduled vacation will be considered Actively At Work.

Authorized Service - A Covered Service rendered by any Provider other than a Network Provider which has been authorized in advance by Us to be paid at the Network level.

Benefit Period - The period of time that we pay benefits for Covered Services. The Benefit Period is listed in the Schedule of Benefits. If your coverage ends earlier, the Benefit Period ends at the same time.

Benefit Period Maximum - The maximum we will pay for specific Covered Services during a Benefit Period.

Brand Name Drugs - The initial version of a medication developed by a pharmaceutical manufacturer, or a version marketed under a pharmaceutical manufacturer's own registered trade name or trademark. The original manufacturer is granted an exclusive patent to manufacture and market a new drug for a certain number of years. After the patent expires, if FDA requirements are met, any manufacturer can produce the drug to sell under its own brand.

APPENDIX I

BOE POLICY
JEFFERSON AREA LOCAL SCHOOL DISTRICT

Legal

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222

R.C. 3319.223, 3319.226, 3319.26, 3333.0411

A.C. 3301-35-03(A)

Sub. 216 (2018), H.B. 362

H.B. 64 (2015)

220 - STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Jefferson Area Local Board of Education adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, assist teachers and administrators in identifying, implementing, and supporting educational best practices that will provide the greatest opportunity for student learning and growth as well as inform promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein.

This policy has been developed in conjunction with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Standing Joint Committee, with continuing participation by District teachers represented by the Jefferson Area Teacher Association, (JATA) for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020 and required by Ohio Rev. Code § 3319.111 and § 3319.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors employed by the JALSD who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A teacher working under a license issued under Ohio Revised Code (R.C.) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

A teacher working under a permanent certificate issued under R.C. 3319.222 as existed prior to September 2003 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

A teacher working under a permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

A teacher working under a permit issued under R.C. 3319.301 who spends at least fifty (50%) of his/her time providing content-related student instruction.

Positions Not Covered - Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated using an adapted Jefferson Teacher Evaluation system consistent with their position as defined in the evaluation procedures of the collective bargaining agreement in effect between the Board and the Jefferson Area Teachers Association.

The Superintendent, Treasurer, Business Manager, and any "other administrator" as defined by R.C. Section 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- meets the eligibility requirements under R.C. 3319.111(D); and
- holds at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation or evaluation and meets the eligibility requirements under R.C. 3319.111(D) and R.C. 3319.01, 3319.02, 3319.22; and
- has completed State-sponsored evaluation training and has passed an online credentialing assessment.

Evaluators will be employed by the JALSD.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

“High-Quality Student Data” – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"Evaluation Cycle" - means the period of time from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

"Evaluation Framework" - The document created and approved by the Ohio Department of Education that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A) and that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the Ohio Department of Education, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle based on the teacher’s holistic observation and focused observation and all the evidence used in the process.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

- Accomplished
- Skilled
- Developing; or
- Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board grants the superintendent the option not to evaluate:

Any teacher on parental, medical, or other leave approved by the BOE for a period of eighteen (18) weeks (one (1) semester) will not be evaluated during that school year. They will undergo, based on their rating a holistic observation, walkthroughs, and monitoring of their growth plan during the semester (time that they work). Any teacher on parental, medical, or other leave approved by the BOE for more than eighteen (18) weeks (one (1) semester plus a portion of the second semester) will not be evaluated during that year.

A teacher who has submitted a notice of retirement that is accepted by the Board no later than December 1st will be exempt from evaluation that year.

A teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

- A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a self-directed Professional Growth Plan annually.
- A teacher whose final holistic rating is “skilled” will develop a professional growth plan collaboratively with his/her credentialed evaluator.
- A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.
- A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.
- A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator.

The District administration has discretion to place a teacher on an Improvement Plan when deficiencies are noted in the evaluation system by the teacher

Goals:

When writing a professional growth plan the number of goals that each teacher will be required to adopt is as follows:

- Accomplished one (1) goal
- Skilled/Developing two (2) goals
- Ineffective two (2) goals

Timeline:

Teachers will base their Growth Plan on the previous year's evaluation and data. Growth plans will be developed and approved by September 30th.

Alignment of PGP to District and Building Improvement Plans:

Teachers along with their evaluator will identify items included in the Building/District improvement plan that align with the teacher's PGP. Accomplished teachers will be required to cite their alignment. Skilled and Developing Teachers will be determined to be in alignment when their evaluator approves the PGP. Ineffective teachers will have goals prescribed by their evaluator and will be considered aligned when the plan is approved.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Assessment of Teacher Performance

Teacher performance shall be based on the evidence provided by the teacher and formal observations and walkthroughs by the teacher's assigned evaluator. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

- understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels;
- knowing and understanding the content area for which they have instructional responsibility;
- understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
- planning and delivering effective instruction that advances individual student learning;
- creating learning environments that promote high levels of student learning and achievement for all students;

- collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and
- assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Each teacher evaluated under this policy may (not required) complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool. If utilized the results are private and not required to be shared with the evaluator.

Formal Observation and Classroom Walkthrough Sequence

A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from a pre-observation conference. Teachers and evaluators may mutually agree to accomplish this remotely through email, video conference or sharing information in writing.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement.

- Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s).
- A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator.
- A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s).
- A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator.
- A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator."

Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating. Any teacher on a limited contract who is under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2) classroom walkthroughs).

Evaluation Intervals Based on Ratings:

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years.

The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan.

The professional growth plan will focus on the most recent evaluation of the teacher.

The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years.

The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan.

The professional growth plan will focus on the most recent evaluation and observations of the teacher.

Teachers will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by April 1st and each teacher will be provided a written report of the results of his/her evaluation by April 15th. Written notice of nonrenewal will be provided by April 30th.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism. (see Appendix A.)

Each teacher evaluated under this policy may (not required) complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool. If utilized the results are private and not required to be shared with the evaluator.

Formal Observation Procedure

The first formal observation will be preceded by a conference between the evaluator and the employee prior to the observation for the employee to explain plans and objectives for the classroom situation to be observed. Teachers and evaluators may mutually agree to accomplish this remotely through email, video conference or sharing information in writing.

A post-observation conference shall be held after each formal observation.

A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator’s assessment of the teacher.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one (1) or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

No more than two (2) walkthroughs shall be conducted in each evaluation cycle. If a teacher is rated ineffective no more than four (4) walkthroughs shall be conducted in each evaluation cycle.

A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from a walkthrough will inform the final evaluation.

At the request of the teacher, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.

Feedback from a walkthrough that is being used to inform an evaluation shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Use of High-Quality Student Data

Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

- aligns to learning standards
- measures what is intended to be measured
- is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
- demonstrates evidence of student learning (achievement and/or growth)
- follows protocols for administration and scoring
- provides trustworthy results; and
- is fair and unbiased

In addition to value-added data, the superintendent or his designee may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent or his designee shall develop a list of approved high-quality student data unless using a vendor assessment from ODE approved list in collaboration with the evaluation committee, with experts in the field of education, district administrators, and with the district's Building Leadership teams (BLT).

When utilizing vendor assessments to construct HQSD and all affected staff shall be trained on utilization of the assessment program.

For the purpose of selecting high-quality student data, the Board defines the term “expert” to include members of the District’s administrative team, credentialed evaluators, and the district’s teachers and teacher teams. They will be responsible for approving HQSD instruments after they have been developed, or identified, reviewed and recommended by a grade level, content area, special education, Title I or Educational Specialist (art, music, health, PE, technology teacher, etc. or in the cases where a content area has only one teacher in the field, that specialist).

The District’s two (2) elementary buildings will share their approved HQSD instruments for use in both buildings.

As a part of the HQSD identification and approval process it must be determined that the instrument produces data that can be used by teachers to:

Critically reflect upon and analyze available data, use the information as part of an ongoing cycle of support for student learning

Consider student learning needs and styles, identify the strengths and weaknesses of an entire class as well as individual students

Inform instruction, adapting instruction to meet student need based upon the information gained from the data analysis

Measure student learning (achievement and/or growth) and progress towards achieving state/local standards

HQSD shall be used as evidence in any component of the teacher’s evaluation related to the following:

- Knowledge of the students to whom the teacher provides instruction
- The teacher’s use of differentiated instruction practices
- Assessment of student learning
- The use of assessment data
- Professional responsibility and growth

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data. Evidence will be presented in either or both the preconference and post conference setting or any other process developed by the evaluator and teacher.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Due process as defined in law and the collective Bargaining Agreement will be followed.

Retention Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code. and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Jefferson Area Teachers Association, (JATA).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and JATA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

Appendix J

3223 - STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

In October 2015, the State Board of Education adopted the Ohio Standards for School Counselors, which define the skills and knowledge that school counselors must demonstrate at all stages of their careers. Six (6) standards were adopted:

A. School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.

B. School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

C. School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

D. School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

E. School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

F. School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Jefferson Area Teachers Association (JATA), and in all extensions and renewals thereof.

The Board authorizes the Superintendent to add counselors and the OSCES to the District's Joint Evaluation Development Committee as defined in our Jefferson Teacher Evaluation System, with added participation by District counselors represented by the Jefferson Area Teachers Association (JATA), for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OSCES" - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor"– For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy (Policy **3220** - Standards-Based Teacher Evaluation) and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Jefferson Area Teachers Association (JATA).

"Credentialed Evaluator"- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"**Evaluation Cycle"** – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating. All Counselor evaluations shall be completed by the first day of May and each counselor subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

"Evaluation Factors"– refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors:*

A. Comprehensive School Counseling Program Plan;
B. Direct Services for Academic, Career and Social/Emotional Development;
C. Direct Services for Academic, Career and Social/Emotional Development;
D. Evaluation and Data;
E. Leadership and Advocacy; and
F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

B. A high performing school counselor will be evaluated less frequently as follows.

1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every

three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment**"** utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

For the purpose of this process a formal observation consists of:

A. Schedule of Formal Observations

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation cycle, which includes pre-conference, observation and post-conference,
must occur between September 10th and January 10th.

The second formal observation cycle must occur between January 20th and May 1st. The date, time and context for the second formal observation will be agreed upon by the evaluator and the counselor.

If, after the second formal observation, a counselor's

performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. If a third observation is to occur there shall be at least ten (10) working days between the second formal observation cycle and the third. The timelines defined in this section may be altered when agreed upon by the teacher and his/her evaluator.

B. Observation Conference

1. The first formal observation shall be preceded by a conference between the evaluator and the teacher, no more than five (5) working days prior to the observation, in order for the teacher to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting the parties shall mutually agree and designate the specific preparation and/or time for the observation to take place. The pre-conference may be done electronically and/or waived with the consent of the teacher and evaluator.

2. A post-observation conference shall be held after the first formal observation, no more than ten (10) working days following the observation and at least one (1) working day following the receipt of the "draft" observation report. The Draft Observation report will be given to the counselor within five (5) working days following the observation. The conference shall be used to inform the teacher if observed practices are aligned with the expectations that are identified in the OSCES.

   A post-observation conference shall be held after the second formal observation at a date and time agreed upon by the evaluator and counselor.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

All informal observations that are to be included in the evaluation process will be followed with feedback to the counselor.

Informal observations (Walkthroughs)

An informal observation is a formative written assessment piece that focuses on one or more of the evaluation components included in the State-adopted standards.

The informal observation shall be at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The informal observation should be of sufficient duration to allow the evaluator to assess the focus of the informal observation.

The teacher shall be provided a copy of the informal observation form, including all scripted and anecdotal documents relative to the informal observation within two (2) working days of the informal observation.

At least two (2) but not more than four (4) informal observation shall be included in each evaluation cycle. At least one (1) will occur prior to the first formal observation and one (1) will occur prior to the second formal observation.

Non-Guidance Deficiencies

Other observed deficiencies regarding the counselor's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or informal observation must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, as necessary, written documentation noting how to remediate the identified deficiencies and shall include a reasonable time period for said remediation.

Assessment of Student Metrics

Definitions:

Positive student outcome: A measureable, positive change in students' knowledge, skills or behavior. The school counselor will use student data to demonstrate a positive student outcome for the selected student group of participants.

Student metric: Measures taken over time used for comparison or to track and assess performance or outcomes. Student metrics provide a framework to measure progress in achieving the comprehensive program goals.

Student metrics refer to a variety of student measures a school counselor could utilize to measure the rate of change produced by a particular program, activity, lesson or intervention. Some student metrics are easily accessible, such as attendance rates, behavior referral data and rates of suspensions. Other student metrics may require disaggregation from existing data or the creation of a tool to measure the specific metric needed. Select student metrics that align with the student

outcome being measured.

Student(s):A cohort, subgroup or grade level of students selected for the evaluation of a positive student outcome.

Domain: A field or scope of knowledge, action, thought or influence.

A comprehensive school counseling program is organized in three major domains:

A. Academic: The academic domain encompasses student attitudes, knowledge and skills contributing to effective learning in school and across the lifespan.

B. College/career: The career domain encompasses the acquisition of skills and strategies to successfully achieve future career goals and the knowledge to make informed career and college choices.

C. Social/emotional development: The social/emotional domain encompasses the knowledge, attitudes and interpersonal skills to be safe, respected and successful in society.

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of 1) academics, 2) career, and 3) social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Evaluation Rubric: Metric(s) of Student Outcomes Area

The Ohio School Counselor Evaluation Rubric includes a seventh area, the Metric(s) of Student Outcomes. The rubric describes four levels of school counselor performance for the Metric(s) of Student Outcomes area. In this portion of the evaluation rubric, the school counselor provides data demonstrating that students' skills, knowledge or behaviors have positively changed as a result of the school counselor's actions.

The school counselor must clearly demonstrate the ability to positively impact student outcomes.

The school counselor and evaluator should collaboratively pre-determine metrics they will use for this portion of the evaluation rubric at the beginning of the evaluation cycle. It is recommended that the school counselor and evaluator select metrics that most clearly reflect the work of the school counselor being evaluated and clearly illustrate a link between the work and the student outcomes.

To assist in this process, a sample table of Metric(s) of Student Outcomes appears below to illustrate potential metrics and student outcomes, as well as tools for measurement.

Pre-Determined Metric(s) Desired Student Outcome to Measure Source of Data

Pre-Determined Metric(s)	Desired Student Outcome to Measure	Source of Data
Core course passage rates	Reduction in core course failures	Individual student report card data
Career awareness rates	Increased student career awareness	Ohio Means Jobs Backpack data, survey data
Behavior referral rates	Reduction in behavior incidents	Discipline referrals

Note: In order to obtain an "Accomplished" rating in this area, a school counselor must have a top score in all three (3) categories. Therefore, metrics should be included in all three (3) areas for such a rating. A counselor may obtain a score in just one (1) area, however, to receive a summative score.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Sample Measurement Tools for Metric(s) of Student Outcomes

The following table will assist school counselors and evaluators as they work in collaboration to determine metric(s) of student outcomes that most clearly reflect the work of the school counselor. This table provides potential focus areas and tools for measurement. Some of the tools listed may be used in more than one focus area. This list is not comprehensive and it is possible that other tools may be used as appropriate.

Domain	Source of Data
Academic progress and goals	State assessments, state report card, student grade reports, vendor assessments, matriculation rates, grade-point averages, awards, data from response to interventions, test scores, academic growth, percent completed work, attendance data (days present, tardy, truancy reports), completed credit

	recovery, partnerships and referrals, advanced placement enrollments.
College/Career options and resources	Needs assessments, college acceptance rates, college application processing, completed credit recovery, partnerships and referrals, advising with student success plans, career assessments, career center enrollment, advanced placement enrollments, SAT/ACT scores/data, scholarship awards, acceptance letters, college attendance rates.
Social/Emotional development and well-being	Structured observations, Positive Behavior Intervention Supports data, office referrals, suspensions, discipline data, observations, school climate survey, social skills instruments, extracurricular attendance, partnerships and referrals, attendance data (days present, tardy, truancy reports).

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.
B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.

C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed by September 1st each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Due Process

A. Counselors who disagree with the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator in the next evaluation cycle and such request shall be considered by the superintendent in consultation with JATA leadership.

B. A counselor shall be entitled to Union representation at any conference held during this procedure.

C. Failure by the district to adhere to the timelines or conditions established in this agreement, unless mutually agreed upon, shall result in the reemployment of the counselor excluding the provisions of the Reduction in Force language in this agreement.

D. Any violation of either procedural or substantive due process shall automatically require re-employment of the counselor under a continuing contract, if eligible, or an appropriate limited contract if the counselor is not eligible for a continuing contract.

Board Professional Development Plan

The JALSD staff development opportunities are focused on school district and building goals and are deep, ongoing and embedded in our classrooms and buildings. We view our professional development as a continuous process that includes multiple steps: planning, implementation, reflection, evaluation and revision. The result of this process is that our professional

development begins with the end in mind, is introduced and then becomes the focus of administrator, department and grade level leaders, is practiced in classrooms and then brought back to the larger group for evaluation based on data and then revised and continued. Guidance Counselors are an integral part of our district's educational program and will have input into the development and implementation of professional development to enhance the guidance program.

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

"Retention"- for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate an employment contract are not limited by the existence of this policy.

"Promotion"- as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors"- refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing,""Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Jefferson Area Teacher Association (JATA).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of

the collective bargaining agreement in effect between it and the Jefferson Area Teacher Association (JATA). The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.