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MASTER CONTRACT

between the

JEFFERSON LOCAL BOARD OF EDUCATION

and the

WEST JEFFERSON EDUCATION ASSOCIATION/OEA/NEA

July 1, 2024 through June 30, 2027

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ARTICLE I

NEGOTIATIONS PROCEDURE

A. PREAMBLE

Recognizing that providing a high quality education for the children of the Jefferson Local School District is the primary purpose of this school district and that good morale within the staff is necessary for the best education of the children, the parties agree that:

1. The Board of Education, under law, has the final responsibility for establishing its policies.

2. The Superintendent and his/her staff have the responsibility of carrying out said policies.

3. The Board of Education recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board of Education and its staff.

B. RECOGNITION

The Jefferson Local Board of Education hereby recognizes for the purpose of professional negotiations the West Jefferson Education Association/OEA/NEA (hereinafter referred to as the Association.) This Association shall be the sole and exclusive negotiating agent for all certificated personnel (except, casual day-to-day substitutes having less than one hundred twenty (120) days in the same position, supervisors as defined in statute 4117.01 (F) and management level personnel as defined in statute 4117.01 (K) of the Ohio Revised Code), presently employed or who will be employed by the Board of Education during the term of this Collective Bargaining Agreement.

C. SCOPE OF NEGOTIATIONS

The scope of bargaining between the Board of Education and the Association shall be established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 (A) states that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the West Jefferson Education Association and the Board of Education of the Jefferson Local School District.

D. NEGOTIATIONS PROCEDURES

1. Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Representation shall be limited to four (4) representatives each of the Board team and the Association team. The parties may call upon professional and lay consultants to assist in all negotiations provided there shall be no more than two (2) such consultants from each side present at any one (1) session.

2. Notice to Bargain and Submission of Issues

Request for negotiation to bargain a succeeding contract may be made by either the Association or the Board by notifying the other party in writing of the intent to bargain. The notice shall be no later than March 31, prior to the expiration of this agreement, and no earlier than March 1 prior to the expiration of this agreement. However, the above dates do not prevent the parties from mutually agreeing to initiate negotiations prior to March 1 by submitting their Notice to Bargain. A mutually acceptable meeting date for the purpose of opening negotiations will be established between the parties. At this first meeting, all issues proposed by the Association shall be submitted to the representative(s) of the Board in writing. Following submission of the Association issues, the Board shall submit in writing any issues it wishes to negotiate to the Association representative(s) at this initial meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

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

3. Negotiations Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both shall deal openly and fairly with each other on all matters. Following the initial meeting, as described in paragraph 2, above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall be held at a time other than the regular school day unless otherwise agreed.

4. Caucus

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

5. Progress Report

The parties agree that during the period of negotiations, information shall be released to the press only by head negotiators, in concert, and initialed by both.

6. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

7. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. The Association shall take action on the tentative agreement within fifteen (15) days, and the Board shall approve the tentative agreement within fifteen (15) days of approval by the Association. When approved by both parties, the Agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties.

8. Resolving Differences

In the event agreement is not reached thirty (30) days prior to expiration of the collective bargaining agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days then the Association and the Board of Education shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation service mutually agreed upon by both parties.

The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

In the event that agreement is not reached ten days prior to the expiration of the existing agreement, then the Association shall have the right to notify the Board of Education and the State Employment Relations Board (SERB) of their right to strike as governed by Ohio Revised Code Statute 4117, and shall have the right to strike at the expiration of the contract provided no agreement is reached.

9. Good Faith

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

10. Amendments

a. This Negotiations Procedural Agreement is subject to amendment by utilizing its provisions.

b. If any provision(s) of this Agreement be rendered contrary to law, the provision(s) shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect. In the event of a determination that a provision(s) of this Agreement is contrary to law, this shall be reason for immediate reopening of negotiations on that provision(s).

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

ARTICLE II

RIGHTS

A. ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights as listed in this Article.

1. Board of Education Information

a. Board Meetings – Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular or any special meeting; and (3) any final budget or appropriation resolution.

b. Notice of Board Meeting – The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

c. Board Meeting Participation – The Board shall allow upon the submission of a written request from the Association President to the Superintendent, a reasonable period of time, not to exceed five (5) minutes, to speak during the time reserved for public discussion at regular Board meetings.

d. When this Agreement requires notice to be given or a copy of a document provided, an electronic communication or electronic version will comply.

2. Directory Information

By October 1 of each school year, the Board shall provide the Association with a list of the names, addresses, and building assignments for all bargaining unit employees.

3. School Mail

The Association may make use of the regular school mailboxes and e-mail system for nonpartisan communications, provided that said use does not interfere with the Board's operational needs for the mailboxes or IT system. The Association will indemnify and hold the Board harmless for loss or corruption of data of the District due to the Association's use of the IT system.

4. Use of Bulletin Boards

The Association may use bulletin boards in school offices and teachers' lounges for non- partisan Association-related communication and notices, provided that said use does not interfere with the Board's operational needs for the same.

5. General Teachers Meetings

The Board shall allow the Association to address teachers for a reasonable period of time, but no more than ten (10) minutes during the general teacher's meeting at the beginning of the school year.

6. Use of School Building

Right – The Association shall have the right to use school buildings for Association meetings after the teacher workday so long as such use does not interfere with student or other school activities.

Advance Notice – The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service.

Charge – The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

7. Use of School Equipment

The Association may use school telephones, computers, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. The Association shall reimburse the Board for all long distance calls including applicable tax. When the Association uses the school copier, the Association shall purchase the paper. The Association will purchase copying paper from the Board at Board cost. The Association will indemnify and hold the Board harmless for loss or corruption of data of the District due to the Association's use of the IT system.

8. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the regular school day; or during the teachers' lunch and/or conference period; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. Such transaction of Association business during a conference period shall in no way interfere with a teacher's need to prepare for classes or meetings with parents, students, Administration or other employees. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

9. Released Time for the Association

Duly elected or designated representatives of the West Jefferson Education Association will be released from duty without loss of pay to attend grievance proceedings or meetings that are scheduled during duty time by the Administration.

10. School Functions

All bargaining unit members shall have the right to attend all school functions and events excluding charity functions and/or booster sponsored events or the like.

11. The Board and its agents will make reasonable efforts to include Association members during the hiring process of new employees or hiring committees.

B. INDIVIDUAL RIGHTS

1. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, sexual orientation, religion, disability, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.

2. The provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, sex, sexual orientation or national origin.

3. Nothing in this document shall prohibit any member of the bargaining unit from communicating his/her views to the Superintendent or the Board.

C. PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

1. Complaints about personnel are investigated fully and fairly. No employee shall be disciplined or terminated based on anonymous complaints.

2. Whenever a complaint is made directly to the Board as a whole or to a Board member as an individual, the complaint should be referred to the school administration for study and possible solution.

3. Unless otherwise required by law, the administration shall notify the employee of a complaint that may become a matter of written record and attempt through a meeting with the complainant and employee to resolve the complaint unless the administrator determines such a meeting would not be helpful. No complaint shall become a matter of written record unless the employee has been informed of the complaint and has had an opportunity to respond to it.

4. If it appears necessary, the administration, the person who made the complaint or the employee involved may request an audience with the Board in executive session. Statutory restrictions on executive sessions are observed. Any Board action on the matter is taken in public session.

D. DISCIPLINE

1. No staff member shall be reprimanded in writing or suspended without pay as discipline without just cause. Directives, evaluations, documented warnings, and other similar communications with a teacher do not constitute formal discipline.

2. Before a teacher is reprimanded in writing or given a disciplinary unpaid suspension, the administrator shall have a meeting with the staff member and his/her Association representative to attempt to resolve the concern informally. The meeting shall be delayed not more than one (1) school day to allow the staff member's representative to attend, unless the parties mutually agree to a further delay.

3. If the concern is not resolved informally, such disciplinary action against a staff member shall be conducted in private except to the extent necessary where official Board action may be required. If an affected staff member deems it necessary, he/she may request an Association representative to be present. When such request is made, the disciplinary action shall be delayed not more than one (1) school day unless mutually agreed to among the parties.

E. TEACHER SUSPENSION PROCEDURE

1. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The normal progressive sequence is:

   a. Documented warning;
   b. Written reprimand;
   c. Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);
   d. Termination (with or without suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.

2. Starting with the written reprimand level in the above sequence, discipline will be for just cause.

3. Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Article IV of this Agreement.

ARTICLE III

ASSOCIATION – ADMINISTRATION COMMUNICATIONS

A. ASSOCIATION/PRINCIPAL LIAISON (BUILDING LABOR RELATIONS)

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

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

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

B. ASSOCIATION/SUPERINTENDENT COMMUNICATIONS (DISTRICT LABOR RELATIONS)

1. An Association/Superintendent Committee shall be established to facilitate communication between the Association and the District's Administration. The purpose of this Committee is to provide a forum for communications regarding issues pertaining to the smooth functioning of the educational system which impact bargaining unit members on a district-wide basis.

2. The Committee shall consist of the Association President, one (1) Association Representative per building, the Superintendent and/or his/her designee(s) (up to four (4) total). A Chairperson who shall prepare the agenda in cooperation with the administration will be selected from among the Association Representatives. Meetings will be held at the request of either the Association President or the Superintendent and will occur no more than four times during a calendar year unless by mutual consent.

ARTICLE IV

GRIEVANCE PROCEDURE

A. STATEMENT OF BASIC PURPOSE

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level and in the shortest period of time provided for resolving such grievances which may arise from time to time. Such procedures shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any unit member initiating or participating in the grievance procedure.

B. GRIEVANCE DEFINED

1. A Type I grievance is an alleged violation, misapplication or misinterpretation of the terms of the written negotiated agreements between the Board and the WJEA.

2. A Type II grievance is an alleged violation, misapplication, or misinterpretation of established Board policy, established administrative procedures and practices, or individual employment contracts or employment conditions.

C. GENERAL PROVISIONS

1. An individual grievance shall be initiated by the person so aggrieved.

2. The "grievant" shall mean the bargaining unit member or the WJEA filing the grievance. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more bargaining unit members.

3. A grievance shall be reduced to writing and include: a) the alleged violation including approximate date and time; b) relief sought; and c) date of initiating procedure.

4. The Association shall be available to assist any bargaining unit member or group of bargaining unit members in preparing the proper and complete information necessary to expedite the procedure.

5. A consultant of choice may be used by all or any party(ies) involved in the grievance procedure at all levels. If the consultant for the bargaining unit member is an organizational consultant, he/she shall be the only official representative of the recognized bargaining unit member organization.

6. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendation stated in the previous level.

8. Failure of the administration to respond in the time limit stated shall give the grievant the right to appeal to the next level.

9. A grievance may be initiated at Level II (Superintendent's Level) when it has been determined by the building principal in writing that the subject is not within his/her realm of responsibility or control.

10. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board of Education.

11. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

12. Nothing contained in this procedure shall be construed as limiting the rights of a bargaining unit member/administrator from using other professional or legal rights in resolving a grievance.

13. The term "days," when used in this procedure, shall mean school work days.

14. A grievance may be withdrawn at any level without prejudice or record.

15. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file nor shall the employee be placed in jeopardy or be subject to reprisal for having followed this Grievance Procedure.

16. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all parties, including witnesses entitled to be present, to attend and will be held, insofar as possible, at other than assigned instructional times of the personnel involved. It is recognized that this provision may have to be waived in respect to any arbitration hearing.

17. Any investigation or other handling or processing of any grievance by the grievant shall be conducted, insofar as possible, so as to result in no interference of the instructional program and related work activities of the certified staff.

D. INFORMAL PROCEDURE

Either the bargaining unit member with the grievance or the WJEA Building Representative, or both, should discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally. However, a written note or statement shall be given to the principal indicating that the item of discussion is a grievance needing to be informally resolved. Time and date shall be noted.

E. FORMAL PROCEDURE

Level I - Administration

A copy of the written grievance shall be submitted on the approved form to the aggrieved's principal or administrator concerned within fifteen (15) days of when a reasonable bargaining unit member should have become aware of the alleged violation, or within ten days of the completion of the informal procedure if followed.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within seven (7) days of the filing of the grievance. Both the aggrieved and the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within seven (7) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolving the grievance.

Level II - Superintendent

If the aggrieved is not satisfied with the suggestions for resolution received in Level I, he/she may within seven (7) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance. The written grievance submitted to the Superintendent will contain a concise statement of the facts upon which the grievance is based, the disposition by the administration at Level I, and a statement of the questions still unresolved to the satisfaction of the aggrieved.

The meeting shall be within seven (7) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within seven (7) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance.

Level III – Arbitration

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, the association may within seven (7) days of the written response, submit the grievance (if Type I) to the American Arbitration Association.

Attorneys may be used, providing they are not from a competitive bargaining unit member organization, by either party at the arbitration level of this procedure.

The arbitrator shall be selected by the Association and Superintendent.

If the Association and Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall hold such meetings, as he/she determines necessary to make a fair and impartial ruling on the grievance as stated.

The ruling of the arbitrator shall be made in writing to the aggrieved and the Board.

The ruling of the arbitrator shall be final and binding on all parties to the limit of the grievance as stated insofar as the grievance is found to be a Type I grievance as defined herein.

The cost of the fees and arbitrator shall be borne by the losing party. If the losing party cannot be clearly discerned, the arbitrator shall apportion the cost between the parties.

GRIEVANCE FORM

___________ Level of Grievance

(Circle)
Mr./Mrs./Ms.____Position__________________________________
Name of Grievant____

Date Submitted____

School ______________________________________Principal ______________________________________
Grievant accompanied by:____

Section for Grievant: Briefly state the problem, indicating the provisions of agreement allegedly violated.

____

____

____

____

____

____

If additional space is needed, use other side

- -

Did grievant have oral discussion with principal? Yes ____________ No___________

What remedy is sought?____

____

____

Date___________________ Grievant's Signature____

ARTICLE V

REDUCTION IN FORCE

A. When for financial reasons or reasons set forth in Section 3319.17 of the Ohio Revised Code, the Board determines that it will be necessary to reduce the number of bargaining unit members; it may make a reasonable reduction in keeping with the provisions of this Article.

B. RIF PLANNING

In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, death or otherwise will not be filled.

2. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.

3. RIF may only occur at the end of a school year, and contract suspensions must be effective before 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. However, in the event the Superintendent notifies the Association, prior to failure of the levy, that failure may result in a reduction in force, the Board may implement a RIF if the levy fails, that takes effect at the beginning of the second semester.

C. NOTIFICATION OF ANTICIPATED RIF

1. Prior to June 1 the employer shall notify the Association President of any RIF to be implemented for the next school year, otherwise such notice shall be given at least twenty- one (21) days before Board action. This shall be the only time RIF shall be implemented. The notification shall include the reason(s) for the RIF; the anticipated position(s) to be reduced or eliminated; the anticipated name(s) of the employees to be affected; the anticipated date of employer action to implement the RIF and the effective date of the RIF. The employer shall provide the employee to be laid off due to a RIF with fourteen (14) days' advance written notification prior to the implementation of the RIF. The notice shall state the reason for the RIF and the effective date of the suspension.

2. Within ten (10) days of receipt of the written notification, two representatives of the Association, the Superintendent and the Treasurer of the Board or the President of the Board shall meet to review and discuss the proposed RIF.

D. IMPLEMENTATION PROCEDURE

1. Suspension of contracts shall be recommended by licensure/certification area and shall be based on the following order:

a. First, affected position(s) vacated as a result of voluntary resignation, retirement, other separation or death will not be filled.

b. Second, limited contract teachers shall be reduced first utilizing the following order:

i. Licensure/Certification.

ii. Competency as determined by formal evaluation.

iii. When evaluations are comparable, seniority in the District shall prevail.

iv. For the purpose of determining a "comparable final evaluation rating," anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable until the end of the 2014-15 school year. Thereafter, the District's evaluation instrument will determine "comparable final evaluation rating."

v. A teacher must be evaluated for two (2) school years before s/he can obtain a "comparable final evaluation rating" that would allow him/her any rights over a more senior bargaining member during a RIF situation.

vi. After the end of the 2014-15 school year, a first year teacher who has received an Accomplished evaluation rating shall be an exception to Section 5.

c. Third, continuing contract teachers shall be reduced by utilizing the following order:

i. Licensure/Certification.

ii. Competency as determined by formal evaluation.

iii. When evaluations are comparable, seniority in the District shall prevail.

iv. For the purpose of determining "comparable final evaluation rating," anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable until the end of the 2014-15 school year. Thereafter, the District's evaluation instrument will determine "comparable final evaluation rating."

d. If a teacher has not been evaluated in the most recent school year, the teacher's rating shall be "Skilled" for the purposes of D(1) above.

2. Layoff shall occur by suspension of contract.

3. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

4. Reasons for all RIFs shall not be arbitrary, capricious, or discriminatory.

E. BUMPING RIGHTS

1. A bargaining unit member(s) whose position(s) is/are RIFed shall have the right to bump the least senior person with a comparable evaluation or lower final evaluation rating in an area for which they hold a certificate/license, provided, beginning with the 2014-15 school year, the bargaining unit member must be able to substantiate to the Superintendent by the following September 1 that s/he is highly qualified or will become highly qualified as outlined by the Ohio Department of Education for the position into which s/he bumps. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least District seniority in any of the bumping employee's areas of certification/licensure with a comparable evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.

2. Written notice of intent to exercise bumping rights must be given to the Superintendent or designee in writing, within five (5) days of receipt of the written notice of intent to RIF notification. A copy should be sent to the Association President. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent or designee will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association President. All written notifications will be sent the same day using electronic mail and regular U.S. mail.

F. LAYOFF RIGHTS

An employee on RIFed or layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense in accordance with COBRA.

2. Credit for salary placement, upon recall, for teaching service performed while on layoff status as determined under Article VII.

3. The right to be notified by e-mail of all postings for bargaining unit positions. The bargaining unit member is responsible for notifying the administrative office in writing of any changes to e-mail and postal mailing address(es).

4. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Superintendent prior to recall.

5. The right to priority status on the substitute list upon request.

G. RECALL RIGHTS

1. Laid off employees shall be recalled in reverse order of layoff, per Section F above, in keeping with contract status and certification/licensure. The Association shall be sent a copy of said notification at the same time. The notice shall state the area of licensure/certification needed for the recalled assignment, the assignment, the

effective date of contract resumption, and whether the assignment constitutes a full workday or a fraction thereof, which, if so, shall be specified.

2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position s/he held prior to the reduction in force.

3. The employee shall be notified in writing by email and U.S. certified mail of an offer of recall and given seven (7) days to accept such offer and shall be granted a minimum of five (5) days from the date of acceptance to report to work. It is the employee's responsibility to notify the Administration of any change of email or residential address.

4. Recall eligibility shall expire twenty-four (24) months after the date on which the Board took action to place the teacher on layoff.

H. LIMITATIONS

1. No new hire shall be employed in a bargaining unit position until all laid off employees who are certified/licensed in area(s) of the open position(s) have been offered such position(s) in accordance with Sections F and G above.
2. No transfer or reassignment shall be made during a period of RIF that prevents the recall of an employee on layoff status. No vacancy shall be posted until all eligible employees have been recalled.

3. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

4. Work previously performed by laid off employees shall not be subcontracted.

5. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee, provided, however, that the Board may change or upgrade qualifications for a position for good faith educational reasons. Such reasons shall not be capricious or arbitrary.

I. 1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.

2. Seniority will be defined as the length of continuous service as a certified employee under a regular contract in this District.

ARTICLE VI

FAIR DISMISSAL

A. STATEMENT OF PURPOSE

The Board and the recognized organization recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights should be accorded all bargaining unit members and should be embodied in every type of contractual agreement between the Board and the bargaining unit member.

B. NEW EMPLOYEES

New employees should be informed by their immediate supervisor or building level principal as to the evaluation criteria used to assess their employment status.

C. POSITIVE ASSISTANCE

Each unit member shall be provided definite, positive assistance to correct performance problems and time to incorporate the recommended changes and shall be apprised of their professional competency through the appropriate evaluation procedure.

D. LIMITED CONTRACTS

1. Limited contracts for teachers employed on teaching contracts for the 2008-09 school year or previously shall have the following durations:

a.	First Contract	1 year
b.	Second Contract*	1 or 2 years
c.	Third Contract*	1 or 2 years
d.	Fourth Contract and thereafter	3 years

*As determined by the Board of Education.

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

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

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

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

E. CONTINUING CONTRACT

Any bargaining unit member who is eligible and wishes to be considered for a continuing contract during the term of a multi-year limited contract shall be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code.

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

F. NON-RENEWAL OF LIMITED CONTRACTS

1. The Superintendent shall, on or before the first of May, deliver or cause to be delivered to the bargaining unit member, a written notification of the intent of the Superintendent to recommend to the Board of Education that the bargaining unit member will not be re-employed at the expiration date of the limited contract.

   Reasons for the decision to non-renew must be stated in the letter. Evaluation data or other information in support of the recommendation will be made available to the bargaining unit member or designated representative upon request.

   a. In the event that the bargaining unit member desires a meeting with the Board, the bargaining unit member shall deliver or cause to be delivered, within ten days of written notice, a written request to the Treasurer of the Board and Superintendent.

   b. The Board will give the bargaining unit member at least twenty-four (24) hours written notice of the date, time and place of the meeting.

   c. The meeting shall be of private nature and shall be conducted in executive session of the Board.

   d. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by up to a maximum of five (5) persons.

2. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board.

3. When considering bargaining unit members for their fifth (5^{th}) and succeeding contracts, the Board may non-renew a bargaining unit member only for just cause.

4. The procedures set forth in this Article shall be the sole and exclusive procedures utilized by the Jefferson Local School District for the non-renewal of limited contracts issued to members of this bargaining unit. These procedures shall supersede Ohio Revised Code Section 3319.11(G).

ARTICLE VII

SALARY AND FRINGE BENEFITS

A. SALARY AND INDEX

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

July 1, 2024 through June 30, 2025 (4%) $42,950 base salary

July 1, 2025 through June 30, 2026 (4%) $44,668 base salary

Reopen negotiations for Spring of 2026 for Article VII, Sections A and K ONLY.

B. PAYROLL PRACTICES

1. Pay Plan

Twelve equal installments, September through August. Payments will be made on the 22nd of each month.

2. Practices

a. Deductions for any authorized deductions (other than payroll deductions for professional associations, United Way, and political contributions) will be calculated and deducted in equal installments.

b. All payroll deductions shall be transmitted to the receiving agency or institution within fifteen (15) days of pay day.

c. Direct Deposit - Each bargaining unit member will be paid by electronic transfer to a financial institution participating in the automatic clearinghouse system. A check/stub shall be sent electronically or otherwise for each pay.

3. Credit for Experience (new employees)

a. Credit shall be given for military service in accordance with the Ohio Revised Code.

b. Full credit shall be given for all years of teaching experience in an Ohio public school or in a state chartered school up to, but not to exceed, ten (10) years.

4. Column Placement: BS: 150 hr.; MA.; MA+30. Placement in the master's degree plus thirty (MA+30) column can be obtained with additional graduate semester hours

earned before or after obtaining a master's degree. These additional hours cannot be hours earned that were applied to earning the master's degree. Placement in educational level columns shall take place when proof of attainment is provided.

5. Hourly Rate

a. Tutors shall be paid an hourly rate of thirty-five dollars ($35.00).

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

C. DUTY-FREE LUNCH PERIOD

Full time bargaining unit members (on duty for more than three and one-half (3½) hours a day) shall receive a minimum of a thirty (30) minute uninterrupted, duty-free lunch period each working day. Bargaining unit members shall not be required to take assignments during their lunch period nor during their scheduled conference and planning periods.

D. SCHOOL IMPROVEMENT ACTIVITIES

Bargaining unit members (on duty for more than three and one-half (3½) hours a day) asked to participate in school committees outside of the regular school day are under no contractual obligation to participate. The Association encourages all members of the bargaining unit to participate in a reasonable number of school improvement activities. The lack of interest or involvement by Association members in improvement activities shall not have an adverse effect on the Association members. These meetings are provided to allow bargaining unit members to voluntarily contribute to the overall decision-making process of the district.

Bargaining unit members who elect to participate shall be paid for working on a project brought to this district from the administration for which the staff member must contribute his/her own time and efforts outside the normal contracted work day. This hourly rate should be based on the hourly rate of tutoring as set forth in Article VII, Section B(5).

Employees may elect to use flex time for their participation in Open House or Curriculum Nights. Flex time shall be granted by building administrators to be used on scheduled teacher workdays when students are not in attendance.

The amount of flex time granted shall be equal to the number of hours scheduled for the Open House or Curriculum Nights.

Effective July 1, 2007, bargaining unit members who participate in activities that require them to stay overnight while providing supervision of students will be paid a flat fee of ninety dollars ($90) per night, not to exceed ten (10) staff members.

E. COURSE WORK COMPLETION

Bargaining unit members will be granted a semi-annual adjustment in salary if they have completed course work for monetary advancement on the current salary schedule. Evidence of this advancement must be given to the Superintendent's office on or before the 10th day of September or on or before the 10th day of January each year.

F. SUBSTITUTE TEACHING COMPENSATION FOR BARGAINING UNIT MEMBERS

Bargaining unit members who substitute during their scheduled conference/planning time shall be paid at the rate of thirty-five dollars ($35.00) per occurrence inclusive of elementary staff when they must cover their own students when special teachers (i.e. physical education, music, art, and librarians) are absent. Special teachers shall not be used as substitutes in regular classrooms, except in extreme emergencies. Teachers who supervise ten (10) or more students from another classroom for more than three hours a day when a substitute is not available shall be paid sixty-five dollars ($65.00).

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

G. For the life of the contract the extra curricular salary schedule shall be figured on the base salary of the teacher's salary schedule.

Extra Duty Salary Schedule – Sub Section III and IV

	EXTRA DUTY SALARY SCHEDULE STEPS	**1**	**2**	**3**	**4**	**5**	**6**
I.	H.S. Head Football	.15	.16	.17	.18	.19	.20
	H.S. Head Boys' Basketball						
	H.S. Head Girls Basketball						
	H.S. Head Wrestling						
	H.S. Head Volleyball						
	H.S. Head Baseball						
	H.S. Head Softball						
	H.S/M.S. Assistant Athletic Director						
II.	H.S. Assistant Football (5)*	.10	.11	.12	.13	.14	.15
	H.S. Assistant Boys' Basketball (2)						
	H.S. Assistant Girls' Basketball (2)						
	H.S. Assistant Wrestling (2)						
	H.S. Assistant Volleyball (2)						
	H.S. Marching Band Director						
	Physical Fitness (split four ways)						
	H.S. Head Track						
	H.S. Head Girls Soccer						
	H.S. Head Boys Soccer						
	H.S. Assistant Baseball (2)						
	H.S. Assistant Softball (2)						

	EXTRA DUTY SALARY SCHEDULE STEPS	1	2	3	4	5	6
III.	H.S. Tennis H.S./M.S. Vocal Music H.S. Head Golf H.S./M.S. Assistant Band Director H.S. Assistant Boys Soccer H.S. Assistant Girls Soccer H.S. Assistant Track (2) Assistant Band Director	.08	.09	.10	.11	.12	.13
IV.	H.S. Musical/Drama Director H.S. Jazz Band M.S. Head Football M.S. Head Boys' Basketball) M.S. Head Softball M.S. Head Soccer H.S. Cheerleader Advisor (Fall) H.S. Cheerleader Advisor (Winter) H.S. Yearbook Publication M.S. Head Volleyball M.S. Head Girls' Basketball M.S. Head Baseball M.S. Head Track M.S. Head Wrestling	.06	.07	.08	.09	.10	.11
V.	H.S. Assistant Musical/Drama Director H.S. Assistant Cheerleading Advisor (Fall) H.S. Assistant Cheerleading Advisor (Winter) E.S. Safety Patrol (2) H.S. Assistant Tennis H.S. Newspaper M.S. Assistant. Softball M.S. Assistant Boys' Basketball M.S. Assistant Girls' Volleyball M.S. Assistant Track M.S. Assistant Girls' Basketball M.S. Assistant Wrestling M.S. Assistant Baseball M.S. Head Cheerleading Advisor (Fall) M.S. Head Cheerleading Advisor (Winter) M.S. Assistant Football (2) * represents the # of contracts issued	.04	.05	.06	.07	.08	.09
VI.	E.S. Yearbook Advisor	.02	.03	.04	.05	.06	.07

EXTRA DUTY SALARY SCHEDULE STEPS	1	2	3	4	5	6
H.S. Student Council Advisor						
M.S. Yearbook Advisor						
M.S. Newspaper Advisor						
H.S. Class Advisor						
Freshman						
Sophomore						
Junior						
Senior						
H.S. National Honor Society Advisor						
H.S. Envirothon						
H.S. Mock Trial						
Elementary Technology Facilitator						

VII.	Elementary Musicals (1 Fall/1 Spring) 5th Grade Spelling Contest Advisor(2) 5th Grade Math Contest Advisor (2) M.S. Math Contest Advisor (2) M.S. Spelling Contest Advisor(2) M.S. Student Council Advisor Art Show Advisor (3) M.S. Washington DC Trip Supervisor	.04 of Yearly Base

Bargaining unit members may sign up by August of a school year to be in the pool of persons who may qualify for Event Site Managers on an as-needed basis.

GENERAL PROVISIONS

1. Those activities which are performed during the school day are not to be considered for compensation. ESP people should be working seven (7) hour and twenty (20) minute days.

2. Each year in a given activity will be accepted as one (1) year of experience in that activity for placement on the salary schedule.

3. If transferring in, or if reinstated in the same activity, each year's experience as head coach, director, or activity advisor will be accepted as one (1) year of experience in that activity for placement on the salary schedule.

4. When moving from assistant to head positions, each two (2) years of experience as an assistant in a given activity will be accepted as one (1) year of experience in that activity for placement on the coaches' scale. Partial years will be dropped.

5. Activities that are additions to the present salary schedule will be determined by the Administration and approved by the Board of Education.

6. When there is an adjustment in the time factor allocated for an activity or an increase or decrease in the responsibility (load): The activity will be re-evaluated and placed in the appropriate category as deemed necessary by the Superintendent.

7. Coaches and activity directors cannot draw two (2) salaries in the same activity at the same time.

8. Any activity supervisor in a changed category which would result in a cut in percent of pay shall remain frozen in that category for salary purposes until he/she leaves that position.

9. A formal application must be developed and used for filling all extra-curricular activity positions.

10. The Board of Education reserves the right not to fill a position.

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

    For the duration of this contract, to be placed on an advanced step of the Extra Duty Salary Schedule, bargaining unit members currently under a supplemental contract must provide documentation of their prior related experience to the superintendent or his designee.

12. The Board shall comply with ORC 3313.53 when hiring individuals to supervise pupil- activity programs.

H. EXTENDED SERVICE

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

Example: If a bargaining unit member has twenty (20) days extended service, this would equal a month's salary.

I. SEVERANCE PAY

1. Definition of "Retirement"

    Retirement is defined herein as a person's meeting the qualification as set forth through the State Teacher's Retirement System (STRS) and/or School Employee's Retirement System (SERS) at the time a person severs employment with the Jefferson Local Schools.

    Bargaining unit employees who have zero years through nine (9) consecutive years of service will receive twenty-five percent (25%) of the employee’s accumulated sick leave at the time of his/her retirement. Employees who have ten (10) through nineteen (19) years of service shall qualify for thirty percent (30%) of their accumulated current sick leave upon retirement. Employees with twenty (20) or more years of service will receive thirty-five percent (35%) of earned sick leave upon retirement from the Jefferson Local School system. All percentages will be calculated on a maximum number of accrued sick leave days allowed by the contract. For purposes of severance pay, the maximum sick leave accumulation shall be two hundred sixty-five (265) days.

Those employees retiring must submit a written application for severance pay to the Treasurer's office within ninety (90) days after the issuance of the employee's last check.

Employees have the option of utilizing a 403(b) account or 457 plan.

2. Severance Benefits Extended

Severance Benefits may be available through January of the following year after separation.

3. Statement of Clarification

For clarification purposes, please refer to Ohio Revised Code, Section 124.38 as stated below:

"The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service."

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

J. PAYMENT FOR COLLEGE/UNIVERSITY EXPENSES

The Board of Education shall pay a preset amount (see chart below) for college/university credit hours provided the course work is within the bargaining unit member's area of certification or in the field of education, up to a preset maximum (see chart below) for the bargaining unit. The total hours allotted for the year will be divided equally among each quarter: Fall, Winter, Spring and Summer. The Superintendent or Treasurer will provide the WJEA president with a breakdown on a quarterly basis of how much was applied for, how much was approved and the dollar amount remaining in each account. Hours not utilized in fall, winter, and spring will accumulate and will be applied to the number of hours allotted for summer studies. Each bargaining unit member is limited to six (6) courses per year. The Superintendent may, at his/her discretion, authorize additional hours for a bargaining unit member(s). CEU's other than those granted at a convention or conference which is Board-paid will be reimbursed at one hundred percent (100%).

A written response shall be forwarded to bargaining unit members within fourteen (14) days of the receipt of the request, indicating approval or disapproval of course work.

Bargaining unit members shall receive their reimbursement check within thirty (30) days following the submission of transcript or grade sheet and proof of payment to the Treasurer of the Board.

Reimbursement Schedule

$ per semester hour
$350
Max semester hours
300

K. FRINGE BENEFITS

In-Network Deductibles and Annual Out-of-Pocket Maximums shall be $250 single/$500 family and $800 single/$1400 family, respectively, and Non-Network Deductibles and Annual Out-of-Pocket Maximums become $400 single/$800 family and $1,100 single/$1,600 family, respectively.

	Annual Deductible	**Annual Out-of-Pocket Maximum (Including the Deductible)**
Single, In Network	**$250**	**$1,050**
Single, Out of Network	**$400**	**$1,500**
Family, In Network	**$500**	**$1,900**
Family, Out of Network	**$800**	**$2,400**

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

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

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

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

Single Plan: $100
Family Plan: $210

Effective January 1, 2023, bargaining unit members who elect to participate in the plan shall pay the following monthly premiums:

Medical	
Single Plan	$115
Family Plan	$245
Prescription	
Single Plan	$25
Family Plan	$50

Effective January 1, 2024, bargaining unit members who elect to participate in the plan shall pay the following monthly premiums:

Medical	
Single Plan	$130
Family Plan	$280
Prescription	
Single Plan	$30
Family Plan	$60

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

Co-Insurance Percentage

Network	85%
Non-Network	70%

Annual Out-of-Pocket Expenses

Family, In Network	$1,400
Single, In Network	$800
Family, Out of Network	$1,600
Single, Out of Network	$1,100

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

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

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

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

Prescription Drugs	
Family	$40
Single	$20

Lifetime maximum coverage = $2,500,000.

Pharmacy Network

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

Mail Order

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

Dental	
Family	$20
Single	$10

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

Vision

Payment of Premiums

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

a. Covered employees shall have no deductible for exams.
b. Lenses and frames benefit maximum up to three hundred seventy-five dollars ($375) allowance per person every other calendar year.
c. Full coverage for necessary contact lenses
d. One hundred and eighty dollars ($180) cosmetic contact lens allowance per person once per calendar year.
e. Seventy-five dollars ($75) for contact lens fitting fees per person once per calendar year.

Life Insurance

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

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

L. STATE TEACHERS RETIREMENT SYSTEM (STRS)

1. The Board shall make available to certificated staff members the STRS pick-up.

2. The pick-up will be of no cost to the Board and is solely for the purpose of reducing current tax for certificated staff members and will remain in effect as long as Internal Revenue Ruling 81-36 remains substantially unchanged.

3. Certificated staff members are individually responsible for reviewing the relationship between the pick-up and their other tax deferred arrangements, if any.

M. REEMPLOYMENT OF RETIRED TEACHERS

1. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.

2. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.

3. PRTs shall not be eligible to participate in the contractual retirement incentive program, if any, or for severance pay upon separation from employment.

4. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

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

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

Designation of health care coverage for reemployed teachers will be governed by the STRS rules in effect at the time of the reemployment and is subject to change if the STRS rules change during the period of reemployment.

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

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

N. PART-TIME EMPLOYEES

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

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

Insurance
Dental Insurance
Prescription Drug Insurance Vision Insurance
Life Insurance

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

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

O. NATIONAL BOARD CERTIFIED

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

P. BACKGROUND CHECKS

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

ARTICLE VIII

LEAVES OF ABSENCE

A. SICK LEAVE

1. Entitlement to Sick Leave

Each bargaining unit member shall be granted one and one-half (1 1/2) days sick leave for each complete month of employment Sick leave shall accumulate during active employment on a continuous year-to-year basis. Maximum sick leave accumulation shall be two hundred eighty-three (283) days for the duration of the contract. For purposes of severance pay, the maximum sick leave accumulation shall be two hundred sixty-five (265) days.

An employee new to the school system may transfer accumulated sick leave from a previous position. It will be the bargaining unit member's responsibility to see the transfer is made.

Bargaining unit members who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave based on the time actually worked on the same basis as that granted to full-time employees.

2. Use of Sick Leave

Bargaining unit members may use sick leave for absence due to personal illness, maternity reasons, injury, exposure to contagious disease which could be communicated to students or other employees, and illnesses, injury, or death in the bargaining unit member's immediate family.

Sick leave may be used in full or half (1/2) day increments.

When legal holidays, or other days not in session approved by the Board of Education, are included in the period of absence due to illness, such days shall not be charged against the accumulated sick leave. In emergency situations, the bargaining unit member shaft call in his/her absence. Upon return to work, the bargaining unit member shall submit the required documentation to their supervisor.

3. Definition of Immediate Family

For purposes of this Agreement, immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, and spouse's parents. Also included are other relatives or dependents not listed above who make their home with the bargaining unit member. Sick leave may also be used for absences due to bereavement of a member's immediate family, and their aunt, uncle, niece, nephew, spouse's siblings and spouse's grandparents.

4. Donation Days

A bargaining unit member who expects to exhaust all of his/her accumulated sick leave and expects that additional days are still needed may request through the Association that additional days be transferred from other bargaining unit member's accumulated sick leave. The individual bargaining unit members shall authorize, in writing to the Treasurer of the Board, the number of days to be deducted from their account and who will be receiving the transferred days.

5. Illness Leave

A bargaining unit member may request a leave of absence without pay for a period of time up to one (1) school year due to physical inability to perform required duties.

Such request for leave shall be submitted in writing accompanied by a doctor's statement relative to the condition. Such leave may be approved by the Board of Education for any period up to one (1) school year.

The leave of absence for medical reasons shall not prejudice the bargaining unit member's position on the salary schedule, seniority or sick leave provided the bargaining unit member returns to the same or similar position. Sick leave shall not accumulate during the period of leave.

6. Quarantine

Full salary will be paid for absence due to the quarantine of bargaining unit member's residence provided that the bargaining unit member has accumulated sick leave credit. Such days shall be deducted from the accumulated sick leave credited to the bargaining unit member.

7. Notification of Absence

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

Employees are required to furnish a statement in the manner prescribed by the Board to justify the use of sick leave within three (3) workdays of using sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Failure to report within three (3) workdays will result in a dock day. Use of sick leave beyond six (6) consecutive workdays will require a medical certificate from a physician that specifies when the illness began and when the employee may return to duty.

8. Cumulative Sick Leave

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

1. Plan One

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

2. Plan Two

   A bargaining unit member who has accumulated two hundred sixty-five (265) days or more of unused sick leave by June 30th of the current year and has used no more than five (5) days in the current school year will be paid for the current year's accrued and unused sick leave.

   a. Unused sick leave days accumulated between July 1st and June 30th will be reported in the paycheck and will be paid in the July check of that year.

   b. Not later than the July payroll, the Treasurer shall remit to each bargaining unit member a sick leave check equal to unused sick leave days for the year times twenty-five percent (25%) of his/her regular daily pay.

   c. All days purchased by the Board shall be removed from the individual total sick leave accumulation.

d. If a bargaining unit member leaves mid-year, the member, the member will be eligible for accrued unused sick leave on a pro-rated basis rounded to the nearest whole, half or quarter day(s).

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

B. PERSONAL LEAVE

1. Allotment of Personal Leave

Each employee shall be granted four (4) days of non accumulative personal leave per school year upon submitting the request to the appropriate administrator.

2. Request for Personal Leave

Employees must submit a request to the appropriate administrator at least three (3) school days prior to the day of the requested leave on the personal leave form provided by the Board. In the case of emergency, an employee shall verbally notify the appropriate administrator of the need for personal leave and submit the form on the day of his/her return. During the month of May, employees must submit requests to the appropriate administrator at least ten (10) school days prior to the day of requested leave on the personal leave form provided by the Board.

Personal leave may be used in one half (1/2) or full day increments.

3. Restrictions on the Use of Personal Leave

a. Employees may not use more than three (3) days of personal leave in a row.

b. Employees may not use personal leave on the day immediately before or after a legal holiday.

c. Employees may not use personal leave during the first or last week of the school year, unless there are extraordinary circumstances as approved by the Superintendent.

d. No more than ten percent (10%) of the bargaining unit members may be absent from any building on personal leave at any one time.

e. Employees may not use personal leave on professional development days.

4. Unused Personal Leave

Employees who do not use their full allotment of personal leave may:

a) Roll over up to one (1) unused personal leave days, with the further understanding that (A) in no school year can the member have more than a total of five (5) accrued days, and (B) in no school year can more than three (3) personal days be used consecutively. or

b) Convert unused personal days to sick leave, to be added to the employee's accumulated sick leave the following school year. Sick leave accumulation shall not exceed two hundred sixty-five (265) days for the duration of the contract.

Employees have until the last student day of the school year to inform the treasurer's office of their intention for unused personal leave. The treasurer's office shall furnish the employees the form for electing their preference. Unused personal leave will automatically convert to sick leave if the form is not returned by the last student day of the school year.

C. ATTENDANCE IN COURT

Absence in Response to Subpoena or Jury Summons:

1. A professional staff member who is summoned for jury duty and/or subpoenaed to appear in court during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance, provided the professional staff member meets the following:

   a. Notifies the superintendent within two (2) days after receipt of the jury summons or subpoena; and

   b. Court leave does not include bargaining unit members initiating or pursuing action against the Board of Education, its employees or agents.

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

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

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

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

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

The birth and care of the newborn child of the employee:

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

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

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

E. CHILD CARE LEAVE

1. Sick Leave for Maternity Purposes

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

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

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

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

2. Interim Maternity Leave

Any bargaining unit member whose accumulated sick leave days are insufficient to cover the period of leave set forth in this Article (12 weeks of paid) may use accumulated sick leave and following the exhaustion of accumulated unused sick leave, shall be granted an interim maternity leave without pay for the remainder of the 12 weeks allowed by FMLA, following termination of pregnancy. If such a member is unable to resume her duties because of complications or disabilities arising out of such pregnancy, said member shall be placed on maternity leave in accordance with the provisions of paragraph C. 1. of this Article.

3. Adoption

A unit member adopting a child will be entitled, upon request, to use his/her accumulated sick leave up to four (4) weeks in connection with adoption of a child six (6) years of age or younger. Thereafter, the unit member will be entitled to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

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

F. ABSENCE FOR MILITARY SERVICE

An employee who leaves his/her position to serve in the armed services of the United States, as defined by law, shall be considered to be on special leave of absence and he/she shall be entitled to return to the service of the Jefferson Local Schools under terms of pertinent status, except that said employee must return to service with the school before one (1) year or such other period as established by law has elapsed from date of discharge. Upon such return, the employee shall be returned to service in the school without loss of professional or financial status.

G. ASSAULT LEAVE

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

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

H. SABBATICAL LEAVE

1. Sabbatical leave will be made available to bargaining unit members in the following criteria:

a. The bargaining unit member must have taught in the Jefferson Local School District for a period of five (5) consecutive years before being eligible to apply for sabbatical leave.

b. The leave is subject to approval by the Board.

c. A pre-arranged plan must be made and presented to the administration for consideration on or before May 15th. At the conclusion of said leave, the bargaining unit member must provide evidence that the plan was followed.

2. Subject to the provisions of Section 1 above, sabbatical leave shall be granted for the following reasons:

a. Professional Growth - Professional growth shall be defined as follows: A bargaining unit member having a Bachelor's degree in his/her current teaching area may enroll full-time as an undergraduate student or graduate student at an accredited college or university. Exception - no person shall be approved for professional growth who does not hold basic certification in their basic teaching area. An example would be a bargaining unit member not having a degree and/or who is teaching on a temporary, shall not be granted leave to gain credit towards a standard or provisional certificate.

b. Research - Research involvement in foundation projects or other recognized research.

c. Personal Research - This includes material for book, thesis or dissertation.

d. Exchange Teaching Program - This is defined as a recognized teacher training program between two (2) schools, one being the local school and the other being an overseas school.

e. Travel - The type of travel that would benefit the bargaining unit member in his/her subject area taught, general professional growth and cultural growth.

f. Or for other reasons deemed to have value for the school system as determined by the Board of Education.

3. If previous and acceptable arrangements have been made as described under dependent on 1-c, a teacher may then return from sabbatical leave and be reinstated in the same capacity he/she had when he/she requested the leave or an equivalent position. The bargaining unit member shall also be reinstated on the same salary and benefit schedule according to years of experience and training.

4. After five (5) years in the Jefferson Local Schools, a qualified bargaining unit member may request a sabbatical leave any year. Once the leave has been granted, a bargaining unit member may apply again for a similar leave after five (5) years in the Jefferson Local School District.

5. A sabbatical leave shall not exceed one (1) year in duration.

6. A bargaining unit member on sabbatical leave shall be carried as employed by the Jefferson Local Schools and entitled to one-half (1/2) of the base B.S. on the five (5) year step and full payment of all benefits regularly offered certificated employees.

7. Following such an approved leave, the bargaining unit member shall be required to return to service in the district for a period of at least one (1) school year. Failure to return shall cause the bargaining unit member to be liable to the Board for reimbursement of all partial salary payments made under this provision.

I. PHYSICAL EXAMINATION ON REQUEST FOR A RETURN FROM LEAVE OF ABSENCE

In case a leave of absence has been for personal illness, the employee shall be required to have such health examinations as may be necessary to determine mental and physical capabilities to perform the duties required by the position. The certification of fitness may be made by the family physician. However, the Board of Education reserves the right to appoint the physician to perform a mental examination at Board expense.

J. RETURN FROM LEAVE OF ABSENCE

Return from leave of absence prior to the stipulated expiration date thereof may be allowed by the Superintendent, subject to the limitation of these rules and regulations, whenever the need for such leave no longer exists and when a suitable vacancy is available, provided, that approval by the Board of Education shall be required for such termination of leave of absence. A bargaining unit member on leave of absence which expires during the school year may be returned to service at the expiration date if a suitable vacancy is available. If such a vacancy is not available, an appointment will be made as soon as possible thereafter.

K. PROFESSIONAL LEAVE

Professional leave for one (1) conferences/convention shall be granted per contractual year with pay upon written notification to the Superintendent by the individual staff member. A second day of professional leave shall be granted per contractual year with pay provided the conference/convention meets those objectives of the district or building Continuous Improvement Plan as approved by the Superintendent. The following provisions shall govern the use of professional leave.

1. The use of the professional leave day(s) mentioned above shall be limited to:

   a. Professional workshops, seminars, and/or conventions relating to area of teaching. One (1) of these days may be related to extra duty assignments.

   b. Visitation to other school districts.

   c. Notification should be submitted in writing, on the approved form, to the individual's building principal ten (10) calendar days prior to use of professional leave.

   d. When there is more than one (1) application for attendance at any particular conference, seminar, workshop, assembly, or other professional improvement session, consideration shall be given to district-wide representation in approving or disapproving application.

e. Travel expenses within the state are limited to mileage rates as established by the Board of Education for use of staff member's personal auto.

f. Registration fees for each bargaining unit member shall be paid by the Board. The amount of funds shall be fifteen thousand dollars ($15,000) per year for the life of the contract.

2. If attendance at a convention, seminar, or workshop is requested by the administration, these shall not count against the professional leave days outlined above.

L. ASSOCIATION LEAVE

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

M. RELIGIOUS LEAVE

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

ARTICLE IX

WORKING CONDITIONS AND EMPLOYMENT PRACTICES

A. EVALUATION PROGRAM

1. Definitions

Credentialed Evaluators: Is defined by ORC 3319.111 (D). All designated evaluators must participate in required evaluator training and demonstrate proficiency in the OTES 2.0 process by successfully completing an online credentialing test.

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.

Full Evaluation: The essential components include a *Professional Growth Plan* or *Improvement Plan*, two required conferences, two formal observations of at least 30 minutes each, and at least two classroom walkthroughs.

Holistic Rating: Based on the OTES 2.0 Rubric, evaluators will assess which performance level provides the best overall description of the teacher's practice.

Improvement Plan: 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 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.

Less Frequent Observations: In a year in which a teacher is not on an evaluation cycle, one (1) walkthrough shall be required; one formal observation shall occur only by teacher request. A *Professional Growth Plan* must be completed annually.

Local Experts: Norwood/Middle/High School: Consists of teachers from their respective Academic Departments.

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: The *Professional Growth Plan* (or *PGP*) helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The *Professional Growth Plan* is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The *Professional Growth Plan* should reflect the evidence available and focus on the most recent evaluation and observations. The *Professional Growth Plan* should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The *Professional Growth Plan* must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Effectiveness: Students will demonstrate learning (growth and/or achievement) based on high-quality student data measures.

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.

Performance Rating Definitions

Ineffective: indicates the teacher consistently fails to demonstrate competency. The teacher is not effectively meeting the needs of his or her students. The teacher requires immediate assistance through ongoing intensive support.

Developing: indicates the teacher demonstrates competency in some of the teaching standards but needs improvement in others. Teacher attempts to meet the needs of the whole group. The *Developing* teacher is in the process of refining his or her instructional and professional practice. The teacher may be making progress, but performance requires ongoing professional support for necessary growth to occur.

Skilled: indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most of the teaching standards. The teacher addresses the needs of groups of students. The skilled teacher integrates knowledge, skills and abilities needed for effective classroom instruction. The teacher consistently strives to improve his or her instructional and professional practice. The *Skilled* teacher demonstrates purposefulness, flexibility, and consistency.

Accomplished: indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most or all of the teaching standards. The teacher addresses the needs of individual students. The *Accomplished* teacher uses a strong foundation of knowledge, skills, and abilities to innovate and enhance their classroom, building, and potentially the profession. The teacher strives to improve his or her instructional and professional practice and contributes to the school, building or District through the development and support of colleagues. The *Accomplished* teacher is a leader who empowers and influences others.

2. Application

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

Teachers working under a license issued under chapter 3319 of the Ohio Revised Code, or under a professional or permanent teacher's certificate issued under former Ohio Revised Code 3319.222 and who spend at least fifty percent (50%) of their time employed providing student instruction.

The District shall not conduct an evaluation for any teacher who:

a. Was on leave for fifty percent (50%) or more of the school year, as calculated by the Board;

b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

c. Is a substitute teacher.

The Board may elect not to conduct an evaluation of a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education.

3. Schedule of Evaluation

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

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.

For those teachers rated accomplished or skilled who are on a limited or extended limited contract pursuant to ORC 3319.11 and who are under consideration for renewal, the Board designates the principal to elect whether to complete a performance evaluation for such teachers.

4. Observations

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 the end of the first semester. The second formal observation shall be completed no later than March 15th.

All formal observations shall be announced.

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 third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than April 15th. Evaluator shall have no more than two areas of focus per observation.

In a year in which a teacher is not on an evaluation cycle, one (1) walkthrough shall be required; one (1) formal observation shall occur only by teacher request.

A walkthrough form will be completed after every walkthrough and provided to the teacher within two school days.

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 requested by the teacher.

5. <u>High-Quality Student Data (HQSD)</u>

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Aligned to Learning Standards
- Measure what is intended to be measured
- Be attributable to the specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of Student Learning (Achievement and/or Growth)
- Follow protocols for administration and scoring
- Provide trustworthy results; not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for Student Learning

- Considering Student Learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing Instruction and Adapting Instruction to meet student needs based upon the information gained from the data analysis
- Measuring Student Learning (Achievement and/or Growth) and Progress toward achieving State and Local Standards

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.

When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

6. Procedures

Criteria for Performance Assessment

No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

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 the Appendix of the contract.

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 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.

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.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

The evaluator shall provide the teacher, upon request from the teacher, with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

The Superintendent (or his/her designee) shall notify the Association President of the names of all teachers that must write an improvement plan by May 31st of the school year in which an improvement plan has been assigned, unless unforeseen circumstances exist, such as data not being available by May 31st of the school year.

Teachers shall have no more than two goals for their *Professional Growth Plan*.

Teachers must submit their *Professional Growth Plan* to their Credentialed Evaluator by September 30. The Credentialed Evaluator must provide feedback to the teacher regarding their PGP by October 30.

7. Retention and Promotion Decisions

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions:

i. The most recent three (3) school years' evaluations for affected teachers shall be considered (to the extent the teacher has been employed by the district during that time).

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

8. Removal of Poorly-Performing Teachers

The Board adopts the following procedures to be used by district administrators in removing poorly- performing teachers:

i. The process of nonrenewal of teachers if they are in their last year of a limited contract, taking into account their last three (3) school years' evaluations, to the extent that the teacher has been employed by the district during that time.
ii. The process of RC 3319.16 to determine a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account written evaluations during the most recent three (3) years to the extent the teacher has been employed by the district during that time.

iii. The Board will comply with ORC 3319.58.

9. Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows:

- The determination of the Superintendent for priority in the use of resources.

- Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.

- The optimization of available federal, state or organizational grants, for professional development.

10. Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing the policy, procedure and process for the evaluation of certified teachers in the district.

- Committee Composition

  The committee shall be comprised of five (5) 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.

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

- Committee Operation

  The committee shall be chaired jointly by a committee member from the

association and a committee member from the board.

Members of the committee will receive training in the State adopted evaluation framework model prior to beginning their work.

The committee will establish by mutual agreement a meeting calendar and timelines for work completion.

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

Committee decisions altering policy shall require at least six (6) votes. The goal of the committee is to achieve consensus on all decisions.

11. Joint Evaluation Instrument Training

The employer shall provide joint training with administration and teachers of all processes, procedures and tools used in the evaluation system. Written instructions and group evaluation instrument training shall be presented to the teachers no later than Sept. 30 or in the case of a new teacher no later than thirty days after initial employment with the district. The administration shall within those timeframes give all teachers written notice of their intended evaluator; any change in intended evaluator shall be communicated to teachers in writing as soon as possible.

In the event an administrator does not conduct a required evaluation for a teacher or other personnel requiring such, the teacher shall receive a rating of skilled for that school year.

12. Expedited Grievance Challenge - Teacher Evaluation

If an employee believes the evaluator has violated the procedure established in this policy or that the evaluator's judgment or conclusion is arbitrary, capricious or unreasonable, the employee must file a written grievance at Level I within ten (10) days (as defined in Article III) of the employee's receipt of the signed and final version of a written evaluation for the particular school year or part of a school year.

The Superintendent and/or designee(s) shall meet within ten (10) days, as defined in Article III of the filing of a written evaluation grievance with the Association President and/or OEA Consultant and discuss the grievance(s) to attempt to understand and the resolve the grievance(s).

Within ten (10) days (as defined in Article III) of such meeting, if the Association wishes to appeal to arbitration, the Association shall file a written request for arbitration with the Superintendent. The arbitration shall be conducted on an expedited basis before attorney James Nusbaum of Toledo, Ohio and/or Mitchell Goldberg of Cleveland in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules.

B. CHANGES IN ADMINISTRATIVE STRUCTURE

The WJEA shall be officially notified of any proposed changes to the administrative structure which require Board approval, at least two (2) weeks prior to official Board action, in order that the Association may have the opportunity to officially react to proposed changes prior to Board adoption.

C. VACANCIES AND TRANSFERS

1. Voluntary and Involuntary Transfers

a. Transfers may be made at the request of the bargaining unit member or upon the initiative of the superintendent. Requests for transfers must be renewed each year.

b. Transfers shall be made on a voluntary basis insofar as possible.

c. All transfers shall be made in a fair and equitable manner and shall not be arbitrary or capricious.

2. Vacancies

If any position is created or becomes vacant and can be filled by a unit member holding proper certification, including administrative positions, procedures for notifying staff shall be as follows:

a. A position is considered vacant when:

1) an employee dies
2) an employee resigns
3) an employee retires
4) an employee is terminated
5) an employee is transferred
6) an employee is promoted
7) a new position is created
8) an employee's disability leave is extended beyond its designated limitations

b. Notification of vacancies shall be forwarded within five (5) working days to:

1) Association President.
2) All unit members. (Vacancies shall be emailed and posted on the district web page).

c. Notification of vacancies which occur during holidays or summer shall be posted on the school website and sent to all bargaining unit members' school email addresses.

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

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

d. Unit members shall have ten days from receipt of notification of vacancies to apply for positions posted, with the exception of those vacancies occurring between July 22nd and the beginning of the school year. The administration shall select an applicant for the position based upon proper certification, licensure and experience.

e. Vacant positions may be filled from outside the bargaining unit only if no qualified applicants apply from within the unit. The bargaining unit member shall be considered for the position unless any of the following apply: 1) the applicant has received two (2) chronic and significant negative annual evaluations as evidenced by the adopted evaluation procedure;2) the applicant has been the subject of formal discipline in the last three (3) years; 3) the evaluator determines that the applicant is not making progress on the applicant's professional improvement plan; or 4) the applicant is under consideration for nonrenewal.

D. BARGAINING UNIT MEMBER SUPERVISORY AND REPORTING RESPONSIBILITIES

Bargaining unit members will assist the school administrators in supervision responsibility for the restroom areas, hallways and other areas of the school buildings outside of the bargaining unit member's classroom.

However, it shall be the responsibility of the administrators to set a schedule of staff members having these responsibilities stating specific times and places bargaining unit members have these assignments. The administration shall make every effort to make such schedules equitably distributed as to bargaining unit members and as to the nature of the assignment(s).

1. At the secondary level, during the assigned thirty minute duty-free lunch period and during any assigned conference/planning period(s), supplemental duties will be either voluntary or subject to a supplemental contract.

2. At the elementary level, during the thirty (30) minute duty-free lunch period, during the period when a bargaining unit member's total class is with a special area teacher, or during any other time when bargaining unit members have no regular assigned classroom duty, supplemental duties will be either voluntary or subject to the negotiated hourly rate (Article VII, Section D).

3. At both elementary and secondary levels, any duties outside the regular bargaining unit member work day shall be voluntary and may be the subject of a supplemental

contract or the negotiated hourly rate (Article VII, Section D).

4. All supplemental contracts under this provision shall be paid at the bargaining unit member's hourly rate. Said rate will be pro-rated according to the actual time worked. No bargaining unit member can be required to accept a supplemental contract for such duties to be performed during his/her lunch period.

5. Bargaining unit members Who are writing transition plans and providing transition services will be paid an additional two hundred dollars ($200) per year for each student IEP that requires transition services. This pay will be included annually in the June pay.

E. SCHOOL DAY AND SCHOOL YEAR

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

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

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

3. Bargaining unit members shall obtain permission from their administrator in order to arrive later than or leave earlier than their regularly scheduled time.

4. Bargaining unit members will be present at no more than two (2) regular building staff meetings per month scheduled for not more than one (1) hour duration as called by building principals as part of their professional responsibilities contracted for. Bargaining unit members shall be given a minimum twenty-four (24) hours notice of said meetings with an agenda provided by building principals in advance. It is further agreed that, under emergency situations, as determined by the Board of Education or school administration, building staff meetings may be scheduled as needed beyond the two (2) regular building staff meetings per month. Such emergency meetings shall not exceed three (3) per year.

5. The make-up of calamity days shall be jointly decided by the WJEA and the district.

F. CLASS SIZE

1. Elementary School

Classes which exceed twenty-five (25) pupils in Kindergarten, First and Second grades or twenty-seven (27) pupils for all other elementary school grades five (5) working days prior to the first day of school for students will be reduced so that no class will exceed twenty-five (25) pupils (grades K-2) or twenty-seven (27) pupils (all other elementary school grades) except that if the bargaining unit member and principal agree, a given class may exceed twenty-five (25) pupils (grades K-2) or twenty-seven (27) pupils (all other elementary school grades) as an alternative to reorganization of the classes within the school building. Pupils enrolling five (5) days prior to the first day of school for students will be assigned to that class within the building which has the least number of pupils.

2. Middle School

Classes which exceed thirty (30) pupils five (5) working days prior to the first day of school for students will be reduced so that no class will exceed thirty (30) pupils except if the bargaining unit member and principal agree, a given class may exceed thirty (30) pupils as an alternative to the reorganization of classes within the school building. Pupils enrolled after five (5) days prior to the first day of school for students will be assigned to that class within the building which has the least number of pupils. Middle School classes will be structured so that no teacher will have more than one hundred sixty (160) students per day.

3. High School

Classes which exceed thirty-three (33) pupils five (5) workings days prior to the first day of school for students will be reduced so that no class will exceed thirty-three (33) pupils, except that if the bargaining unit member and the principal agree, a given class may exceed thirty-three (33) pupils as an alternative to reorganization of the classes within the given school. Pupils enrolling after five days prior to the first day of school for students will be assigned to that class within each appropriate are having the fewest number of pupils. High school classes will be structured so that no teacher will have more than one hundred sixty (160) students per day.

4. Students With IEP's and/or Disabilities

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

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

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

5. General Provisions

a. For purposes of this section, "pupil" does not include special education pupils mainstreamed into elementary classes for less than fifty percent (50%) of the teacher's instructional time. "Class" includes only those regular classes assigned to a single teacher which, by reason of the nature of the subject matter, are subject to limitation as to size.

b. The teacher maximum pupil load and class size limits do not apply to teachers of physical education, health, musical performance classes, art, enrichment classes, and classes where enrollment is subject to permission of the instructor.

c. Teachers in grades 6-12 shall be guaranteed at least one (1) period per day for planning purposes. Teachers in grades K-5 shall be guaranteed at least 40 minutes per day for planning purposes.

d. No teacher in grades 6-12 shall be required to have more than four (4) preparations per day. This will include enrichment classes.

G. INSERVICE PROGRAMS

A committee shall be established to plan those professional development in-service programs intended for use on work days. In this section, "work days" shall be defined as days on the district calendar when students have no school, but bargaining unit members are scheduled to work, sometimes called "in-service days." This committee shall consist of two (2) members of the administrative staff appointed by the Superintendent and one teacher representing each building three members appointed by the WJEA to represent the elementary. middle. and high school buildings. The administration shall consider input from the certificated staff members but makes the ultimate determination regarding professional development in-service programs. "Professional development" shall be defined as "education and training intended to improve professional knowledge. competence, skill, and effectiveness." Examples include but are not limited to training, education, online classes such as Public School Works, CPR certification classes, and safety drills conducted for the staff only. Professional development that is required and/or directed by the district will be limited to contractual days.

Excluding days reserved for parent-teacher conferences and professional development designated as optional for all required professional development in-service hours scheduled, certificated staff will be provided with an equivalent amount of work hours to perform employment-related tasks such as work on lesson planning, grading, creation of classroom materials, organization, parent or guardian communication, etc. The district determines when the employment-related task time shall take place and such time shall not be interrupted by district, building, curriculum, department, or other such meetings. The parties include two examples for purposes of illustration: 1) if a professional development in-service day takes place consisting of three (3) hours of professional development, teachers will be provided with three (3) hours to conduct employment-related tasks; 2) if a professional development in-service day takes place consisting of seven (7) hours of professional development, teachers will be provided with seven (7) hours on another work day to conduct employment-related tasks.

Additional in-service professional development may be provided with attendance optional.

H. CALENDAR

There shall be an Advisory Calendar Committee established which shall consist of one (1) administrator, one bargaining unit member each from the middle school, the high school, and the elementary school and one (1) Board member. The bargaining unit members serving on the committee shall be appointed by the WJEA. The initiation of the calendar development shall be on January 1 of each year. The Board shall provide the committee with parameters about the calendar. The calendar and make-up schedule for the upcoming school year shall be adopted not later than the regular March Board of Education meeting.

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

J. CERTFIED TEACER AS SUBSTITUTE SCHOOL BUS DRIVER

1. Certified Teacher as Substitute School Bus Driver

a. A teacher desiring to transport students to District-sponsored athletic events on District-owned school buses (“teacher”) shall notify the Director of Transportation of his/her intent to be considered as a substitute school transportation provider.

b. A teacher’s driving responsibilities shall be limited to transporting students to District-sponsored athletic events on District-owned school buses and shall not extend to regular student transportation routes.

c. The teacher's availability and willingness to provide transportation for District-sponsored athletic events will be coordinated with the District's transportation department in advance of the event.

d. The District will provide teachers with a schedule of events requiring transportation services, including dates, times, and locations.

e. The teacher is responsible for ensuring the school bus is returned filled with gas and the interior cleaned.

f. The teacher maintains discretion to determine which offered trips he/she accepts, and the District maintains discretion to determine which teachers it permits to serve as substitute school bus drivers.

2. Driver Qualifications and Requirements

a. Prior to transporting students, the teacher shall meet the school bus driver qualifications outlined in Ohio Administrative Code Section 3301-83-06 (B) and hold a commercial drivers’ license (“CDL”) with S/P endorsements.

b. The teacher shall comply with all applicable state and local laws, rules, and regulations related to driving, road safety, and transportation of students.

3. Compensation:

a. The teacher will receive compensation for his/her transportation services at a rate equal to the OAPSE Agreement for bus driver pay, Step 0. The teacher shall be paid consistent with Articles 6.46, Field Trip Rates, 6.49, Guaranteed Time, and 6.51, Remaining at the Site, of the OAPSE Agreement. In addition to the actual drive time, the teacher will be paid an additional forty-five (45) minutes per trip to cover the tasks outlined in Article 6.44(B) of the OAPSE Agreement.

b. The teacher shall remain at the site during field trips to remain accessible for the needs of the passengers unless other arrangements have been made through the supervisor, consistent with Article 6.51 of the OAPSE Agreement.

c. Compensation will be provided by the District in accordance with its regular payroll procedures.

4. Liability and Insurance: the District shall ensure that appropriate liability insurance coverage is in place to cover any accidents or incidents that may occur during transportation for District-sponsored events.

5. Indemnification: the District agrees to indemnify and hold harmless the teacher from any claims, damages, liabilities, or expenses arising out of his/her driving of transportation services for school-sponsored events, to the extent that the teacher was acting within the scope of his/her employment and as permitted by law.

ARTICLE X

PERSONNEL FILES

A. The official personnel file of each bargaining unit member shall be maintained in the office of the Superintendent.

B. A bargaining unit member shall have access to his/her personnel file upon request. A representative of a bargaining unit member shall have access to said unit member's personnel file when said unit member requests such access in writing to the Superintendent of his/her designee.

C. Public access to a bargaining unit member's personnel file shall be as follows:

1. Copies of the contents of said personnel file may be removed from central office only by official legal authorization.

2. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public. The bargaining unit member will be provided a copy of the request made and any copies or materials that were provided to the requesting person.

D. Procedures outlined in "C" above shall be waived for Board Members, Central Office Personnel, immediate building principal, administrators directly supervising the affected bargaining unit member, other administrators considering that unit member for possible transfer or promotion, or the designee of the unit member.

E. A bargaining unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.

F. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the unit member shall not be placed in a bargaining unit member's personnel file.

G. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, untimely, inappropriate, and/or inaccurate. The unit member shall have the right to request that the obsolete, untimely, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the bargaining unit member shall have the right to initiate a grievance at Level III.

H. All entries, other than routine, (see Item 3. below) placed in the individual's file shall include the following:

1. Prior to official document placement in the file, the individual shall be shown the document, and as proof thereof, shall be given the opportunity to initial and date (the day when shown the document) each document the employer decides to place in the file. The administrator who places the document in the file shall also initial and date each such document being so placed. Failure to abide by this disclosure process shall render any improperly placed documents in the file (and/or documents which have not been disclosed to the individual as described herein) null and void for purposes of administering this Master Agreement and applicable policies and statutes.

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

2. The date the item was placed in the file.

3. Routine items include such items as: transcripts and grade sheets, and properly executed individual contracts and evaluations.

4. Individuals shall have the right to submit written responses to items entered in his/her file as well as submit letters of merit.

ARTICLE XI

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. PURPOSE

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

B. COMMITTEE COMPOSITION AND SELECTION

1. The committee will be comprised of seven (7) voting members.

2. The charter members of the LPDC will be chosen by mutual agreement between the Superintendent and the President of the WJEA.

Thereafter, members of the LPDC will be chosen by the following procedures:

a. Four (4) of the five (5) voting members shall be chosen in accordance with WJEA yearly elections. Each of the four (4) members will represent: one (1) high school, one (1) middle school, two (2) Norwood.

b. The fifth voting member will be chosen by the WJEA Executive Committee.

c. One (1) principal will be appointed by the administrative team for a one (1) year term.

d. One (1) member will be elected by the Superintendent for a one (1) year term. This person must be an employee assigned to West Jefferson School District who holds a valid Ohio certificate/license issued by the Ohio Department of Education.

C. TERM OF OFFICE

1. All building representatives will be elected for a two (2) year term.

2. Norwood #1 and Middle School Representatives are elected in the spring of even numbered years by the members of the building they represent, in conjunction with the WJEA elections.

3. Norwood #2 and High School Representatives are elected in the spring of odd numbered years by the members of the building they represent, in conjunction with WJEA elections.

4. The WJEA representative will be selected by the WJEA executive committee in the spring of even numbered years, for a term of two (2) years.

5. The principal, elected by the administrative team, will serve a one (1) year term.

6. The member selected by the Superintendent will serve a one (1) year term.

D. CHAIRPERSON

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

E. SECRETARY

The committee secretary will be elected by the LPDC majority vote for a one (1) year term.

F. DECISION-MAKING

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

G. COMPENSATION

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

LPDC Chairperson	=	$1,000.00
Secretary	=	$1,000.00
Member	=	$1,000.00 each

ARTICLE XII

RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program provides Ohio's newest educators with the coaching, mentoring, and guidance that are critical to improving their skills and knowledge as teachers. Residency is a time to practice, refine, and gain a deeper understanding of the art and science of teaching under the guidance of a certified mentor and the support of a professional learning community. The Resident Educator Program is administered by the Jefferson Local School District in compliance with Ohio Department of Education (ODE) standards, policies, and procedures for the licensure of new educators. The Resident Educator Program does not replace the employment evaluation outlined in Article IX and Appendix D of this Agreement and is used exclusively for licensure determination.

B. DEFINITION

The Resident Educator Program, a four (4) year program created by Am. Sub. House Bill 1 (October 16, 2009), is designed to provide newly licensed Ohio educators with quality guidance from a trained mentor. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

C. ROLES

1. Resident Educator Mentor

A Resident Educator Mentor is a teacher trained, per ODE standards, and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program. Training currently includes Instructional Mentoring and Resident Educator-1 Training provided by ODE. Advanced mentor trainings are recommended as well as other ODE and Board approved mentor trainings.

2. Resident Educator

A Resident Educator is a teacher employed by the Board under a resident educator license.

3. Lead Mentor/Resident Educator Coordinator

The Lead Mentor/Resident Educator Coordinator is a teacher, as appointed by the Superintendent, who serves as the District's coordinator of the mentor program and the Resident Educator Program. The Lead Mentor/Resident Educator Coordinator oversees the orientation of all experienced teachers who are new to the District as well as the implementation of all aspects of the Resident Educator Program and completes all required reports to ODE, including registration of Resident Educators, funding requests, mid-year reviews, and Formative Progress Reviews. The Lead Mentor/Resident Educator Coordinator also coordinates and approves all summative assessments prior to submission to ODE for the purposes of licensure.

D. SELECTION OF RESIDENT EDUCATOR MENTORS

1. Building principals, along with the Lead Mentor/Resident Educator Coordinator, will select Resident Educator Mentors from a list of state-certified mentors within the District.

2. Resident Educator Mentors must have a minimum of two (2) consecutive years of teaching experience in the Jefferson Local School District.
3. Resident Educator Mentors must have successfully completed both Instructional Mentoring Training as well as the Resident Educator-1 Training provided by ODE.

4. Resident Educator Mentors must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

5. Resident Educator Mentors must use the Resident Educator formative assessment tools, as outlined by ODE, to support the Resident Educator's success in the program.

6. Resident Educator Mentors do not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

E. RESTRICTIONS

1. Any or all materials jointly developed by the Resident Educator/Resident Educator Mentor shall not be developed or utilized as a remediation program.

2. The Resident Educator is not required to complete an IPDP or utilize the LPDP process.

F. PROTECTIONS

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as the Resident Educator Mentor shall not be part of that staff member's evaluation.

2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.

3. Resident Educator Members shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation or communications between the Resident Educator and the Resident Educator Mentor except where the documentation or communications pertain to student safety or health, violations of professional standards or possible violations of state or federal law.

5. At any time, either the Superintendent or the Resident Educator Mentor may exercise the option to have a new Mentor assigned.

G. COMPENSATION

1. Resident Educator Mentors who have been assigned Year 1 Resident Educators shall be paid one thousand dollars ($1,000.00) for work completed outside of the regular school day.

2. The Lead Mentor/Resident Educator Coordinator shall be paid three thousand, six hundred and sixty-one dollars and sixty-eight cents ($3,661.68) for serving as the mentor for all experienced teachers new to the District, and Year 2-4 Resident Educators as well as coordinating the mentoring of all Year 1 Resident Educators.

3. Both Resident Educator Mentors and the Lead Mentor/Resident Educator Coordinator shall be paid in a one-time lump sum at the end of the school year.

4. The District will pay all approved training fees required to the Resident Educator Mentors to receive mandated ODE state mentor training.

ARTICLE XIV

IMPLEMENTATION AND DURATION

A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.

B. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy(ies) or practice(s), then the terms of this Agreement shall prevail.

C. The duration of this Agreement shall be as of 12:01 AM. on July 1, 2024 through midnight June 30, 2027.

SIGNATURE PAGE

NEGOTIATED AGREEMENT BETWEEN
JEFFERSON LOCAL SCHOOL DISTRICT
AND
WEST JEFFERSON EDUCATION ASSOCIATION/OEA/NEA

Effective July 1, 2024 through June 30, 2027 (except for reopener the third year for salary and benefits)

FOR THE BOARD

Board President

Superintendent

Treasurer

FOR THE WJEA/OEA

WJEA President

Member

Member

Member

Member

Certificate Section 5705.412, Ohio Revised Code

WJEA Contract 2024-2027

It is hereby certified that the Jefferson Local School District Board of Education, Madison County, Ohio, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was or is scheduled for the current fiscal year.

Treasurer

Superintendent of Schools

President, Board of Education

APPENDIX A

JEFFERSON LOCAL SCHOOL DISTRICT

SALARY SCHEDULE INDEX

STEP	BACH	BS+150	MAST	MA+30
0	1.0000	1.0450	1.0900	1.1350
1	1.0450	1.0900	1.1350	1.1800
2	1.0900	1.1350	1.1800	1.2250
3	1.1350	1.1800	1.2250	1.2700
4	1.1800	1.2250	1.2700	1.3150
5	1.2250	1.2700	1.3150	1.3600
6	1.2700	1.3150	1.3600	1.4050
7	1.3150	1.3600	1.4050	1.4500
8	1.3600	1.4050	1.4500	1.4950
9	1.4050	1.4500	1.4950	1.5400
10	1.4950	1.5400	1.5850	1.6300
11	1.5400	1.5850	1.6300	1.6750
12	1.5850	1.6300	1.6750	1.7200
13	1.6300	1.6750	1.7200	1.7650
14	1.6750	1.7200	1.7650	1.8100
15	1.7200	1.7650	1.8100	1.8550
16	1.8100	1.8550	1.9000	1.9450

STEP	BACH	BS+150	MA	MA+30
20	1.8415	1.8865	1.9315	1.9789
21	1.8415	1.8865	1.9315	1.9789
22	1.8415	1.8865	1.9315	1.9789
23	1.8415	1.9180	1.9630	2.0128
24	1.8415	1.9180	1.9630	2.0128
25	1.8729	1.9494	1.9969	2.0467
26	1.8729	1.9494	1.9969	2.0467
27	1.8729	1.9809	2.0308	2.0806
28	1.8729	1.9809	2.0308	2.0806
29	1.8729	1.9809	2.0647	2.1145
30	1.8729	1.9809	2.0647	2.1145
31	1.8729	1.9809	2.0647	2.1145
32	1.8729	1.9809	2.0647	2.1145
33	1.8729	1.9809	2.0647	2.1145
34	1.8729	1.9809	2.0647	2.1145

APPENDIX B
JEFFERSON LOCAL SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULES

Jefferson Local School District

Certified Salary Schedule

IRN: 048256

2024-2025

Base Daily Rate
$232.16

Base = $42,950

Step	BACH	BS+150	MAST	MA+30
0	42,950	44,883	46,816	48,748
1	44,883	46,816	48,748	50,681
2	46,816	48,748	50,681	52,614
3	48,748	50,681	52,614	54,547
4	50,681	52,614	54,547	56,479
5	52,614	54,547	56,479	58,412
6	54,547	56,479	58,412	60,345
7	56,479	58,412	60,345	62,278
8	58,412	60,345	62,278	64,210
9	60,345	62,278	64,210	66,143
10	64,210	66,143	68,076	70,009
11	66,143	68,076	70,009	71,941
12	68,076	70,009	71,941	73,874
13	70,009	71,941	73,874	75,807
14	71,941	73,874	75,807	77,740
15	73,874	75,807	77,740	79,672
16	77,740	79,672	81,605	83,538
17	77,740	79,672	81,605	83,538
18	77,740	79,672	81,605	83,538
19	77,740	79,672	81,605	83,538
20	79,092	81,025	82,958	84,994
21	79,092	81,025	82,958	84,994
22	79,092	81,025	82,958	84,994
23	79,092	82,378	84,311	86,450
24	79,092	82,378	84,311	86,450
25	80,441	83,727	85,767	87,906
26	80,441	83,727	85,767	87,906
27	80,441	85,080	87,223	89,362
28	80,441	85,080	87,223	89,362
29	80,441	85,080	88,679	90,818
30	80,441	85,080	88,679	90,818

Jefferson Local School District

Certified Salary Schedule

IRN: 048256

2025-2026

Base Daily Rate
$241.45

Base = $44,668

Step	BACH	BS+150	MAST	MA+30
0	44,668	46,678	48,688	50,698
1	46,678	48,688	50,698	52,708
2	48,688	50,698	52,708	54,718
3	50,698	52,708	54,718	56,728
4	52,708	54,718	56,728	58,738
5	54,718	56,728	58,738	60,748
6	56,728	58,738	60,748	62,759
7	58,738	60,748	62,759	64,769
8	60,748	62,759	64,769	66,779
9	62,759	64,769	66,779	68,789
10	66,779	68,789	70,799	72,809
11	68,789	70,799	72,809	74,819
12	70,799	72,809	74,819	76,829
13	72,809	74,819	76,829	78,839
14	74,819	76,829	78,839	80,849
15	76,829	78,839	80,849	82,859
16	80,849	82,859	84,869	86,879
17	80,849	82,859	84,869	86,879
18	80,849	82,859	84,869	86,879
19	80,849	82,859	84,869	86,879
20	82,256	84,266	86,276	88,394
21	82,256	84,266	86,276	88,394
22	82,256	84,266	86,276	88,394
23	82,256	85,673	87,683	89,908
24	82,256	85,673	87,683	89,908
25	83,659	87,076	89,198	91,422
26	83,659	87,076	89,198	91,422
27	83,659	88,483	90,712	92,936
28	83,659	88,483	90,712	92,936
29	83,659	88,483	92,226	94,450
30	83,659	88,483	92,226	94,450

APPENDIX C

Request for Continuing Contract

Jefferson Local School District

NAME_____ BUILDING_____

GRADE_____ SUBJECT_____

BUILDING ADMINISTRATOR_____

Date presented to Building Administrator_____

Certificates presently held_____

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

Have you ever held a continuing contract before?_____Yes _____No

If yes, where?_____

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

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

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