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MASTER AGREEMENT
Between
the
Jefferson Township Education Association
and
the
Jefferson Township Board of Education

EFFECTIVE

JULY 1, 2025

THROUGH

JUNE 30, 2028

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ARTICLE 1 - PREAMBLE

The Jefferson Township Board of Education (the "Board") and the Jefferson Township Education Association (the "Association"), which is affiliated with the Ohio Education Association and the National Education Association, enter into this Agreement as hereinafter set forth.

ARTICLE 2 - BOARD RIGHTS

The Association recognizes that the Board has the sole responsibility for the management and control of the Jefferson Township Local School District and that the Board is specifically vested by law with the authority and responsibility of making the rules and regulations by which the School District will be governed. The Association agrees that, unless such authority is specifically limited by a specific provision of this Agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board of Education possesses under Ohio law, and the right to:

A. Determine matters of inherent managerial policy as provided in the Ohio Revised Code which include, but are not limited to areas of discretion of policy such as function and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the School District organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of Board operations;

D. Determine the overall methods, process, means, or personnel by which the School District's operations are to be conducted, including, but not limited to shared services with other school districts and use of private contractors for non-educational services;

E. Discipline, non-renew, demote, terminate for just cause, lay off, recall, transfer, assign, schedule, promote, or retain employees.

F. Determine the adequacy of the work force;

G. Determine the overall mission of the School District;

H. Effectively manage the work force in all aspects;

I. Take action to carry out the mission of the School District;

J. Make the rules and regulations by which the students and employees of the Board will be governed.

The parties agree, notwithstanding any provision in R.C. 4117.08, that the Board may exercise any right or authority retained by it, pursuant to this section of the agreement and by Ohio law: which is not specifically limited by the terms of this agreement, without bargaining with the Association with respect to the exercise of such right or authority, except that the Board shall bargain with respect to the effect such exercise of authority may have on wages or working conditions. The Board shall have the right to implement any management rights not specifically addressed in the agreement, provided the Board engages in good-faith negotiations over the decision and effects of the implementation of a decision which governs wages, hours, or other terms and conditions of employment. Such negotiations shall commence and be completed within 20 working days, or within the time frame mutually agreed to by the parties, after the Board's request to the union to engage in good-faith negotiations.

In the event an agreement cannot be reached between the Board and the Association regarding the issue(s), the Board may implement its decision. However, the union may, at its discretion, proceed to binding arbitration in accordance with the Agreement's grievance procedure to appeal the Board's exercise of its decision. In the event an arbitrator should find that the Board's implementation failed to follow the process set forth in this provision, or is arbitrary, capricious, unreasonable, discriminatory, or retaliatory, the arbitration may find for the union and return the parties to the status quo that existed prior to the Board's implementation, with all other appropriate remedies.

ARTICLE 3 - ASSOCIATION RIGHTS

The Association shall be granted the following teacher organizational rights:

A. Use of school bulletin board, as designated by the building principal, teacher mailboxes and the school mail. The Association may place removable identification on the mailboxes of the Association President and Vice President.

B. Use of individual school equipment that is strictly limited to service the legitimate business of the Association as it relates to the membership within the building, such as the duplication of records, notices, correspondence, etc. The purpose is for internal business use of the Association and is not for public distribution. Supplies in connection with such equipment used will be furnished or paid for by the Association.

C. Use of school facilities for Association meetings that do not conflict with previously set teacher meetings or other scheduled building events.

D. Making brief announcements at faculty meetings, upon prior notification to the principal in charge.

E. Making brief announcements at the first general faculty meeting of the school year, upon prior notification to the Superintendent.

F. Appointing an equal number of members as the Superintendent appoints to committees that have been established as a result of negotiations and are included in the Agreement, unless otherwise provided.

G. One (1) copy of the Board meeting Agenda shall be made available to the Association President at the same time as to the Board members.

H. Upon request, all regularly and routinely prepared information concerning the financial condition of the school shall be made available to the Association President. In addition, reasonable requests for any other readily available and pertinent information that may be relevant to negotiations shall be made available. Nothing herein shall require the Board or the Administration to research or assemble information.

I. Association dues shall be deducted from those teachers who individually and voluntarily authorize such deductions. Deduction authorizations shall be submitted to the Treasurer. Revocation of any authorization, as set forth herein, shall be upon the written request of the teacher, on an Association provided form. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this Section. Said dues shall be rendered to the Association within five (5) days of a regular payday. Said deductions shall be made in ten (10) equal installments beginning with the second pay in October.

J. Payroll deductions for the OEA FUND, currently known as the OEA Fund, for those teachers who individually and voluntarily authorize such deduction.

K. The Board shall authorize the Association up to a maximum of five (5) total days of absence without loss of pay per year to Association Members elected to represent the Association or chosen to serve on programs or in official representative capacity at Association, NEA, OEA or WOEA meetings, conferences or conventions. The five (5) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other organizations. To be valid, notice for use of this leave must be submitted by the President of the Association to the Superintendent or the Superintendent’s designee, in advance.

L. The District shall provide a written version of this agreement and all addenda, to all bargaining unit members no later than thirty (30) calendar days after ratification or the employee’s date of hire. The District shall bear 100% of the costs of printing and shall provide the Association President ten (10) additional copies. In addition, the District shall post this collective bargaining agreement and all addenda including all leave forms on the District's Kiosk/web page.

ARTICLE 4 - RECOGNITION

The Association is hereby recognized as the sole and exclusive bargaining agent for the certificated/licensed instructional staff. The certificated/licensed instructional staff, as used herein, shall be limited to all regular classroom teachers, including shared staffing paid for by Jefferson schools, but excluding:

All non-teaching employees, including but not limited to all speech therapists, occupational therapists, school psychologists; substitute teachers; all non-certificated employees; and all directors, special education supervisors, and other supervisors and coordinators.

ARTICLE 5 - NEGOTIATIONS PROCEDURE

A. Either party may initiate negotiations for a successor agreement in the year this Agreement expires by utilizing the procedures set forth in O.R.C. 4117 and in Article 5 of this agreement.

B. Within ten (10) working days of the transmittal of the Notice to Negotiate, or at another time mutually agreed upon, the parties shall meet in an initial negotiations session for the purpose of arriving at the method by which negotiations shall be conducted. Among the methods to be considered shall be Interest Based Bargaining (IBB) sponsored by the Federal Mediation and Conciliation Service (FMCS).

C. Either party shall be represented by no more than six (6) representatives at the negotiating sessions. Outside observers shall not be permitted in attendance without the consent of both parties; however, resource persons shall be permitted to attend individual negotiating sessions for such time as the resource person is needed to present the subject of his/her expertise.

D. If a negotiating method other than IBB is utilized, and the parties have not reached an agreement within thirty (30) days prior to the expiration of the Agreement, either party may request the services of FMCS to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in sending a joint request.

E. In the event of a dispute arising under this Agreement, the parties agree to resolve the matter through the dispute resolution methods in the current Collective Bargaining Agreement using FMCS or another mutually agreed upon mediator/mediation service to be selected by mutual agreement, to be used to satisfy the locally negotiated MAD.

Each party shall bear its own costs associated with the chosen dispute resolution method, and the parties shall share equally any common costs, unless otherwise agreed.

This alternative dispute resolution agreement is intended to provide a fair and amicable means of resolving conflicts and shall be interpreted in good faith by all parties.

F. The Association shall have the right to strike if there is no agreement in effect. Such right to strike shall be in accordance with the provisions of the Revised Code and shall be subject to the filing and serving of the prior, written Notice of Intent to Strike, sent to the Board and the State Employment Relations Board (SERB).

ARTICLE 6 - NEW TEACHER ORIENTATION

A new teacher shall receive an orientation to the Jefferson Township School District. The Association will be given time during the orientation program and the opportunity to confer with the Administration and to make recommendations for the orientation agenda.

The Association shall have the opportunity to host a luncheon for new bargaining unit members on orientation day, limited to thirty minutes. The Association will coordinate the luncheon with Administration.

Each new employee/bargaining unit member shall receive from the Board a written copy of the current Negotiated Agreement no later than thirty (30) calendar days after the employee's date of hire.

ARTICLE 7 - ASSOCIATION/ADMINISTRATION COMMITTEE

In the interests of sound contract administration and bilateral communication, a joint committee composed of the Association President and a representative from each building appointed by the Association and the Superintendent and the respective principals, shall meet at the request of either party to discuss subjects of concern to either party. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The committee shall attempt to resolve any problems, general or specific, which may have system-wide implications and which are brought before the committee by either the Superintendent or the President of the JTEA. The party calling said meeting shall submit an agenda of the meeting. The meetings shall be alternately chaired by the parties and said meeting shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed thereafter to all meeting participants.

In the event a resolution affects the negotiated collective bargaining agreement between the parties, such changes shall be subject to the ratification procedures of the respective parties.

ARTICLE 8 - TEACHER CONTRACTS

A. Regular Contracts

Teachers covered hereunder shall be issued written regular contracts in accordance with the Ohio Revised Code. Teachers shall be given a minimum of 24 hours after receipt to review, sign, and return contracts to the Board Treasurer. Such contracts shall include the following information:

1. Name of teacher.

2. Name of the school district and board of education employing said teacher.

3. Type of contract limited or continuing.

4. Agreed upon step and classification of the Salary Schedule.

5. First and last days of work for the next school year.

6. Provision for signature and date of signing by the teacher, Board President and Treasurer.

Tentative building, subject or grade level assignments will be made if possible by June 1st but no later than the end of the second full week in July.

B. Supplemental Contracts

Teachers covered hereunder employed to perform duties and responsibilities set forth in the Supplemental Salary Schedule shall be given a written supplemental contract in accordance with the Ohio Revised Code for each supplemental duty performed. Such supplemental contract shall include the following information:

1. Name of teacher.

2. Statement of supplemental duties and salary amount per the Supplemental Salary Schedule.

3. Beginning and ending dates of supplemental assignment.

4. Provision for signature and date of signing by the teacher, Board President and Treasurer.

Separate supplemental contracts shall be issued for extended service in excess of the regular one hundred eighty-four (184) teaching days. The rate of pay for said extended service shall be on a per diem rate of 1/184 of the regular contract amount for the current school year.

C. Re-employment of Retired Teachers:

1. Teachers who have retired may be re-employed by the Jefferson Township Local School District. There shall be no expectation that any teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively based on the needs of the District and no reasons will be given for declining to offer such employment to anyone.

2. Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

3. Each one year contract shall automatically expire upon completion of the year and it shall not be necessary for the district to take formal action pursuant to section 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. Each year the Board may take action to renew the contract of the rehired retiree by April 30 based on the recommendation of the superintendent.

4. In the event of a reduction in force, the re-employed teacher will not be considered to have any seniority rights, although the re-employed teacher will be a member of the bargaining unit.

5. If the teacher takes his/her health insurance through a spouse or other comparable person, such teacher returning to duty shall start at Step 5 of the salary schedule and remain at Step 5. If the teacher cannot take health insurance through a spouse or other comparable person, such teacher returning to duty shall start at step 3 of the salary schedule and remain at step 3. A teacher returning to duty will be placed on the appropriate education column of the salary schedule. The retired teacher shall receive any percent increases that might apply to that step.

6. Any teacher who has retired from another school district may not be hired for more than a one (1) year term, and thereafter, on a year-to-year basis.

7. Teachers who are hired by the Board after retiring from another school system shall be placed at the applicable steps set forth in section C.5 during the entire term of their employment at Jefferson.

8. If possible, a retired teacher shall take his/her health and/or dental insurance through a plan provided through a spouse or other comparable person.

9. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

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

D. Part-Time Employees

The following provisions shall apply to all part-time certificated/licensed employees:

1. There shall be no expectation that anyone will be offered part-time employment at any time in the future. The District reserves the right to offer or not to offer such employment selectively based on the needs of the District and no reasons will be given for declining to offer such employment to anyone.

2. Part-time certificated staff shall receive one year, limited contracts and shall not be eligible for continuing contracts regardless of their years of service or license held.

3. Each one year contract shall automatically expire upon completion of the year and it shall not be necessary for the district to take formal action pursuant to the Ohio Revised Code in order to terminate the employment relationship. Each year, the Board may take action to renew the contract of the part-time employee by April 30 based on the recommendation of the Superintendent.

4. In the event of a reduction in force, the part-time employee will not be considered to have seniority rights, although the part-time certificated employee will be a member of the bargaining unit.

5. The part-time certificated employee will be placed at the appropriate education column of the salary schedule at a pro rata basis. The part-time teacher shall receive any percent increases that might apply to the step.

6. The part-time teacher shall be entitled to health care at a pro rata basis.

7. The part-time teacher will be entitled to severance benefits and retirement incentive benefits at a pro rata basis.

8. “Part-time” is defined for purposes of this agreement as anything less than 65% of the work day.

9. The Board agrees that no more than **20%** of the certificated teaching staff will be on a part-time basis at any one time.

   The Board also agrees that it will not create multiple part time positions in the same area of certification/licensure and that any reassignment of current employees to part time positions will be in accordance with ordinary

reduction in force procedures. This provision only impacts reassignments from full time to part time.

E. Probationary Period

1. After July 1, 2016, all limited contract teachers shall serve a probationary period of four (4) consecutive school years. During the probationary period, each teacher shall receive a contract for no longer than one (1) school year.

   a. All limited contract teachers employed prior to July 1, 2016, and who have been employed for four (4) or more full school years by the JTLSD Board of Education shall be considered to have served this probationary period.

   b. All limited contract teachers who have been employed less than four (4) full years by the JTLSD Board of Education as of July 1, 2016, shall be considered probationary teachers until they have served four (4) full years.

2. With respect to a probationary teacher, the Board may declare its intention not to re-employ such teacher by giving the teacher written notice on or before the 1st day of June. If the Board does not give the teacher written notice on or before the 1st day of June, the teacher is deemed re-employed under a probationary contract or a one-year limited contract, depending upon the number of years of service, at the same salary plus any increment provided by the Salary Schedule.

   The teacher is presumed to have accepted such re-employment under a limited contract unless he/she notifies the Board in writing to the contrary on or before the 10th day of July.

   The decision of the Superintendent to recommend non-reemployment and/or the decision of the Board not to re-employ shall not be made the subject of a grievance and shall not be processed as such.

3. After a teacher has served the full probationary period, as set forth above, and is thereafter rehired, that teacher will not be subject to being non-renewed and the teacher's employment shall not be terminated except for good and just cause, pursuant to Ohio Revised Code 3319.16.

ARTICLE 9 - PAYCHECKS AND DIRECT DEPOSIT

The teacher shall have his/her salary paid in twenty-four (24) equal installments beginning with the August 20th pay period and ending with the August 5th pay period. Direct deposit is required for all employees.

ARTICLE 10 - SCHOOL CALENDAR

Approval and adoption of the school calendar is the responsibility of the Board of Education.

Under current Ohio law, the Board must conduct a public hearing on the school calendar at least thirty (30) calendar days prior to its adoption, which Association members may attend. If the law changes, the parties will revert to prior contract language.

The Superintendent shall confer with representatives from the Association prior to adoption, or contemplated adoption, by the Board, of the regular initial school calendar.

The Board and Association recognize that Ohio law has changed the way the minimum school year is calculated, moving from a minimum number of days in the school year to minimum number of hours that students are required to be in attendance. It is further recognized that “calamity days” are no longer provided for in that calculation. Each year, the Board shall adopt the school calendar in compliance with the Ohio Revised Code, and that calendar shall include not less than the minimum number of student hours prescribed by statute.

The minimum school year shall be:

- 910 hours for grades one (1) through six (6); and all-day Kindergarten.
- 1001 hours for grades seven (7) and eight (8).
- 1001 hours for grades nine (9) through twelve (12).

Nothing in this Agreement prevents the Board from adopting a school calendar that results in exceeding the minimum requirements set forth by Ohio law.

The Superintendent shall confer with representatives from the Association prior to adoption, or contemplated adoption, by the Board, of the regular, initial calendar.

The Superintendent or designee will consider a recommendation from the Association as to scheduling Parent/Teacher conference hours and weekdays.

ARTICLE 11 - VACANCIES, TRANSFERS AND REASSIGNMENTS

The Superintendent of Schools has, by law, the authority and responsibility to transfer and reassign.

A. When it is determined to fill a vacancy, such vacancy shall be posted in the teachers' lounge for seven (7) workdays or for seven (7) calendar days when school is not in session. Copies of the notice shall be sent to the Association President. No decision on whom to place in the vacancy shall be made until the expiration of the posting period, except in extraordinary circumstances.

B. Notice of vacancies occurring during the summer shall be sent to all employees who have requested notification, in writing, prior to June 1 of each year.

C. Teachers under contract wishing to be considered for existing vacancies are to notify the Superintendent's office, in writing, of their interest in such position.

D. Teachers being administratively (involuntarily) transferred shall be notified by the Superintendent or designee prior to such transfer. A teacher shall not be involuntarily transferred for arbitrary or capricious reasons nor shall it be done for punitive reasons. Such transfer shall be for good cause, which shall include, but not be limited to, what is in the best interests of the school district, as determined by the Superintendent.

In case of an administrative (involuntary) transfer, or a transfer that takes place less than five (5) days before the scheduled start of the school year where a member has less than a week to change from one assignment to another, the affected bargaining unit member will be granted one (1) day unencumbered work day to prepare for the new assignment.

E. Should transfers or reassignments become necessary due to shifting enrollments, reduction in force, attrition of staff, etc., volunteers shall be sought first and, if there are none, the appropriately certificated teacher selected by the Board in consideration of the overall mission of the School District, will be transferred.

F. Upon request to the building principal, a transferred or reassigned teacher may obtain assistance in the physical relocation of district and personal property used in the classroom.

G. A teacher wishing to be transferred from one school to another or one assignment to another shall address such request to the Superintendent in writing.

H. Coaching positions shall be subject to Items A, B, and C above.

I. There shall be no outside posting of any vacancy until at least seven days following the internal posting of the vacancy.

J. In filling a bargaining unit vacancy with an internal applicant, the administration will consider seniority as one of the factors in making the decision.

K. Teachers who have filed a written notice of an interest in a particular vacancy will be granted an interview(s). In the event a teacher is denied a voluntary transfer or reassignment and in the event a teacher is involuntarily transferred or reassigned, the affected teacher shall receive written notice of the reasons for the decision. The reasons set forth on such notice shall not be subject to the provisions of the grievance procedure.

ARTICLE 12 - INTERNAL SUBSTITUTES

A. Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. Except where the Superintendent and/or Principal deem it an emergency, a regularly employed teacher will not be required to cover for an absent teacher. At any time a teacher fills in during his/her planning period, he/she shall be paid at the rate of thirty-five dollars ($35.00) per period.

B. In all buildings where students may be assigned to another class because of the receiving classroom gets additional students, the teacher receiving the additional students shall receive an additional thirty-five dollars ($35.00) for the first class period or hour there are additional students temporarily assigned to his/her class.

Each additional class period or hour after the first class period or hour, the teacher receiving the additional students shall receive an additional twenty dollars ($20.00) for each additional class period or hour there are additional students temporarily assigned to his/her class.

Where students are assigned to another classroom because the students' teacher is assigned to an "Activity Day", the "Activity Day" assignment shall be considered an "absence" as that term is used in the preceding paragraph.

C. The compensation set forth in the above paragraphs, A and B, shall be paid to the employee within the next two (2) regular payroll period~~s~~.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT

It is the responsibility of the school administration, following Board of Education direction, to identify the need for Professional Development programs and to develop such programs.

Except where there are extenuating circumstances, the school administration shall consult at least three (3) weeks prior to the scheduled Professional Development day with the President of the Association or a committee established by the Association to help in determining needs for Professional Development programs.

When a teacher is required to attend an in-service program during non-contracted time, a stipend of Thirty Dollars ($30.00) per hour shall be paid to the teacher.

ARTICLE 14 - SPECIAL CERTIFICATION

Any teacher who has been requested in writing by the Superintendent to obtain additional certification/or license**,** will be reimbursed for the course work required to obtain the requested certification/license. The teacher will be required to stay at Jefferson Township Schools for one year after completion of the course work or otherwise for special circumstances reimburse the district for the course work.

ARTICLE 15 - ACADEMIC FREEDOM

A. The Board and Association recognize that a teacher has the right and responsibility to study, investigate, present, and discuss relevant facts and ideas in the teacher's area of competency. As a professional, the teacher shall strive to maintain a spirit of free enquiry, open-mindedness, and impartiality in his/her classroom.

B. The professional staff member is responsible for exercising reasonable and sound judgment in selecting for discussion those issues he/she deems relevant to the maturity and understanding of the students involved. Should differences exist with respect to the subject of academic freedom, the professional staff member and his/her Association representative shall review the matter with the Superintendent or his/her designee.

ARTICLE 16 - PROTECTION OF TEACHERS

A. Physical assault of a Teacher by a Student.

1. All cases of physical threat or assault to members of the staff shall immediately be reported by the staff member to the Principal. If, in the judgment of the teacher and/or the Principal, the assault warrants such, the police shall be notified. The Principal shall notify the Superintendent for further investigation, if necessary.

2. If a complaint is referred to police authorities resulting in court action, the Board will consult with the appropriate authority when requested by the teacher with regard to rights and obligations concerning the assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. If court action results, the teacher shall be granted leave with no loss of pay for time spent in court as may be requested by the court, or law enforcement officers.

3. If a teacher suffers incapacitation from normal duties as a result of an unprovoked battery in performance of contractual duties, then such time off work may be a legitimate use of assault leave. Full pay status (days not charged to sick leave) under assault leave can be granted up to a maximum of the first five (5) days beginning with the first day of said leave. At the end of the five (5) days, the teacher may use accumulated sick leave or receive Workers' Compensation (if eligible) for the period of disability. In the discretion of the Board, the teacher's pay may be continued through the use of wage continuation in lieu of temporary total disability or wage loss benefits paid through the Bureau of Worker's Compensation. If a claim has been approved by the Bureau of Workers' Compensation, the Board shall pay the difference between the teacher's regular pay and the weekly benefit paid under the Workers' Compensation Act. Such extended pay benefit shall be paid up to a maximum of an additional five (5) workdays.

B. Resolving Complaints.

1. Complaints received by a Board member or any employee of the School District from person(s) outside the school system shall be referred to the building principal who supervises the staff member in question. A meeting(s) between the staff member and principal shall take place at which time the nature of the complaint and suggestions on its resolution shall be discussed. Any adjustments that can be voluntarily made at this time will be made and the matter closed. If mutually agreed between the staff member and principal, other staff members/or administrators may be involved in this process.

2. Complaints concerning administrators shall be discussed first with such administrator and in the manner provided for herein; other staff members and administrators may become involved in the process.

3. Efforts will be directed at resolution of the complaint.

C. Any employee requested to attend a board meeting shall be given at least forty-eight (48) hours notice of the meeting and a reasonable notice of the purpose of the meeting. If the Board is required to hold an emergency meeting, the notice may be reduced to twenty-four (24) hours advance notice

ARTICLE 17 - GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim involving the alleged violation, misinterpretation or misapplication of a specific article or section of the negotiated Agreement setting forth the understanding of the parties upon those matters negotiated and agreed to.

2. A "grievant" means any teacher or group of teachers or the Association alleging the same violation, misinterpretation or misapplication of this negotiated Agreement has adversely affected their rights under the negotiated Agreement.

3. A "group grievance" means a grievance arising out of substantially similar circumstances adversely affecting each member of the group.

4. "Days" or "work days" mean school days except during the summer recess when these terms will mean week days, i.e., Monday, Tuesday, Wednesday, Thursday and Friday, holidays not counting.

5. Grievant(s) shall have the right to have an Association representative present at all levels of this procedure (Steps 1-4).

B. Grievances will be presented in the following steps

Step 1 - Immediate Supervisor

Within ten (10) days after an occurrence which constitutes the basis for the grievance, the teacher must present the grievance to his/her immediate supervisor in writing, with one copy to the building principal or immediate supervisor, and one copy to the Superintendent's office. The written grievance shall be submitted on the form in Addendum C of this agreement. A grievance not presented within ten days after the teacher knows of the act, or condition on which the grievance is based, shall be considered waived.

Within ten (10) days of the receipt of Addendum C, the immediate supervisor shall arrange for a meeting with the grievant at a mutually agreeable time. A grievance not presented within ten days after the teacher knows of the act, or condition on which the grievance is based, shall be considered waived.

Within ten (10) days after the meeting, the principal or immediate supervisor shall indicate his/her disposition of the grievance in writing.

Step 2 – Superintendent

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made, he/she may, within ten days of the receipt of the disposition at step 1, complete step 2, part 1 of Addendum C and submit it to the Superintendent.

Within ten (10) of the receipt of the grievance, the Superintendent shall arrange for a meeting at a mutually agreeable time.

Within ten (10) days of the meeting with the Superintendent, the superintendent shall indicate his/her disposition by completing step 2, part 2 of Addendum C and forwarding it to the teacher.

Step 3 – Binding Arbitration

(a) If the grievant is not satisfied with the disposition of the grievance at step 2, or if the disposition has not been received within the period provided in step 2, and if the Association is willing, the Association may refer the grievance to arbitration by completing step 3 on Addendum C and filing the same with the Treasurer of the Board within ten (10) of receipt of the disposition or within ten (10) days of the end of the time period in step 2.

(b) Upon notification to the Treasurer for a demand for arbitration, the Association will submit a request to the American Arbitration Association (hereafter "AAA") to provide the parties with a panel of arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the AAA's rules. Only the Association shall have the right to

submit a grievance to arbitration. Either party may reject an entire list submitted by AAA and request an additional list. The Association shall share equally the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding that the arbitrator directs be paid or incurred or the parties agree to share. However, should the Association withdraw the grievance prior to the Arbitration hearing, the Association shall pay the fees and expenses of AAA and the arbitrator. Should the Board offer a settlement that substantially provides the relief requested by the Association in the original grievance, the Board shall pay the fees and expenses of AAA and the arbitrator for the cancellation of the Arbitration. Each party will be responsible for the fees and expenses of its own representatives.

The AAA's rules shall be applicable to any proceedings before an arbitrator.

(c) Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, Association, and grievant. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the terms of the Agreement, and shall only have the authority to interpret the provisions of this Agreement and Board policy as the same relate to the grievance. No arbitrator may issue an award which is contrary to the Board's power to adopt budgets, establish funds, or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

(d) Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard and determined by the arbitrator immediately prior to a hearing, if necessary, to determine the substantive merits of the grievance.

C. Additional Information

1. If a teacher desires to discuss a personal complaint with his/her principal or immediate supervisor, he/she may do so without recourse to the grievance procedure.

2. Administrative personnel and the Association shall have the right to have a representative present at all levels of this procedure.

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

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

5. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant(s) to proceed to the next step.

6. All notices to the grievant(s) of hearings and disposition of grievances shall be hand delivered unless impracticable. In which case, such notices shall be sent via certified mail. All such notices will also be sent by regular U.S. Mail to the grievant's representative, if any.

7. No teacher shall file a grievance for a misapplication, misinterpretation or violation of this agreement that occurred after the effective date of his or her resignation. There shall be one (1) exception, that being a grievance based on Article 27 - Severance.

8. The failure to reemploy a limited contract teacher or the termination of the employment contract of any teacher shall not be the basis of any grievance filed under this grievance procedure:

9. While a grievance is in process, records of the grievance proceeding shall be confidential information to the extent allowed by law, except that if a grievant is proceeding without Association representation, the Administration shall provide copies of the grievance documents to the Association President.

ARTICLE 18 - PERSONNEL FILE

A. Any teacher may, upon twenty-four hours' notice by e-mail or phone call, and in the presence of the Superintendent or his/her designee, review the contents of his/her personnel file. Said member of the professional certificated staff may, at his/her request, have one other person of his/her choosing at such a review. The date and time of the review shall be mutually agreed upon by the Superintendent or his/her designee and the professional certificated employee

B. Individual personnel files containing information of a personal nature shall, as a matter of common courtesy, be considered confidential information. This information shall be made available to the Board of Education as a whole, in executive session only, upon the Board's request.

C. If any other person requests to see the personnel file of any teacher, the Superintendent shall notify the teacher of the request. In no event shall the teacher's social security number or phone number, if the phone is unlisted, be released. The Superintendent shall develop a form for a public request.

D. A teacher shall be notified of the intent to place in his/her personnel file any material which may be considered critical of his/her conduct, service, character or personality and shall be provided the opportunity to read any such material prior to its being placed in his/her personal file. This material will be handled in the following manner:

1. After a teacher is employed, no material concerning a teacher's conduct, service, character or personality will be placed in the files unless the teacher is permitted to read the material. A copy will be given to the teacher to keep, and the teacher will acknowledge that he/she read such materials by affixing

his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signified that he/she has read the material to be filed and does not necessarily indicate agreement with the content.

2. A teacher will have the privilege of replying to any material in his/her official personnel file that he/she may deem to be critical of him/her by providing a written statement that will be attached to the critical statement.

E. An investigation will be made into allegations or complaints prior to placement in the personnel file. Any charge or complaint that is found to be false or that cannot be verified by the investigating official may be placed in the personnel file *only* if it includes a written explanation from the investigating official as to the nature of the investigation and the findings of that investigation. All materials that comprise the teacher's annual evaluation shall be retained**.**

F. With the exception of medical information which must, by law, be kept separate, the personnel file in the Central Office will be the only official file on the teacher.

G. To the extent the provisions of this Article conflict with the Board's responsibilities under statutory law, such statutes shall control.

ARTICLE 19 - REDUCTION IN STAFF

A. When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or, by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make reasonable reductions. In making such reductions, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. This reduction in force shall follow the Ohio Revised Code 3319.17.

B. Teachers whose contracts have been suspended or non-renewed for the reasons set forth in this Article, shall have the right to restoration to service with preference given to those teachers who were on continuing contracts. Recall shall comply with provisions set forth in ORC 3319.17. Such recall shall occur if and when teaching positions for which they are certified become vacant or are created within eighteen (18) months of said teachers' suspension or non-renewal.

C. Teachers who are recalled to vacancies hereunder shall have seven (7) calendar days from the mailing date of the notice to indicate their desire to accept the Notice of Recall. A failure to report to work within fourteen (14) days after indication of their desire to accept the Notice of Recall or a failure to indicate their desire to accept the recall within seven (7) calendar days following the mailing of the Notice of Recall shall result in a forfeiture of recall rights. Notices shall be sent by certified mail, return receipt requested and by regular U.S. Mail.

D. Certificated areas must be on record in the teacher's personnel file by March 1 of any school year.

E. No appeal through the procedures of Article II, Section C, R.C. 3319.11 or R.C. 3319.111 shall exist for teachers non-renewed under this provision.

ARTICLE 20 - SICK LEAVE

A. Accumulation

All full-time teachers shall earn one and one half (1 ½) days sick leave per month from September through and including June of completed services, unless on an unpaid leave of absence, or a total of fifteen (15) days per year.

Unused sick leave may be accumulated up to three hundred (300) workdays.

Teachers employed in the State of Ohio for the first time shall be advanced up to five (5) days of sick leave upon request, provided that the employee shall not accumulate any further sick leave until such advance has been accrued as provided in the first paragraph.

Upon written request, an employee who has exhausted accrued sick leave during a contract year shall be advanced either five (5) days or the amount which may be accumulated during the remainder of that contract year, whichever is less. It is understood that employees' advanced sick leave shall not accumulate any further sick leave until such advance has been accrued as per the first paragraph.

B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and for illness, injury or death in the teacher's immediate family. A teacher may use sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time the disability occurs. The teacher shall advise the Administration, as soon as possible, of the length of anticipated absence.

   The immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child) or other blood relative living as a permanent resident in the teacher's household.

2. For a death of a near relative. A near relative shall be defined as the teacher's grandparent, mother-in-law, father-in-law, brother, sister, grand-child, daughter-in-law, son-in-law, grandparents-in-law, aunt, and uncle, or person in a documented parent-like relationship with the teacher. This leave shall be limited to no more than five (5) days per school year. The

Superintendent in his/her discretion may approve up to an additional three days to attend a funeral.

C. Teacher Responsibilities

All teachers shall be responsible for notifying their building principal according to established procedures of each building when sick leave is to be used, under the above provisions. Failure to notify the appropriate person is grounds for denial of benefits.

The Administration shall publish the established procedures and make them available to the Bargaining unit members no later than the first day of school with students. A copy of the procedures will be maintained in the main office of each building.

Each employee is required to furnish a written, signed statement on forms prescribed to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and dates consulted. The supervisor or another member of the administration may require a signed physician's statement confirming the need for sick leave after three consecutive days of absence or where the employee has established a pattern of absenteeism. A pattern of absenteeism may include, but not be limited to, utilizing sick leave during the first two or last two weeks of the school year, utilizing sick leave to extend weekends or holidays, or other patterns of sick leave usage which, in the reasonable judgment of the building principal, constitute an established pattern of absenteeism.

No payment of salary or benefits will be made for unauthorized absence, and abuse of sick leave benefits or unauthorized absence may be considered as grounds for administrative action, suspension or dismissal of the teacher.

D. Sick Leave Fund

The purpose of a sick leave fund is to give additional days of sick leave to teachers who experience personal serious injury, emergency surgery, or a catastrophic illness. To this end, the JTEA Executive Committee shall within thirty (30) days from the start of each school year appoint not less than three (3) nor more than five (5) of its members to serve on the sick leave bank committee ("SLBC").

The appointees will serve for one (1) year. Any vacancies occurring that would cause the committee to fall below three (3) members must be filled immediately by the JTEA Executive Committee.

The SLBC shall be responsible for the development, administration and implementation of the sick leave bank guidelines. Prior to implementation such guidelines will be approved by the JTEA Executive Committee.

At the beginning of each school year, or within ten (10) days of the hiring of any teacher after the beginning of the school year, the SLBC will ask each teacher to contribute up to two (2) days of their accumulated sick leave to the sick leave bank. The donation of these days will be reflected on the sick leave fund form (Addendum H) and will not reflect upon the donor teacher's attendance record. All donations, along with the donor's name, shall be reported to the treasurer's office, which will be responsible for the deduction of the donated sick leave from the donor.

There shall be no limit on the days that can accrue in the sick leave fund and all days contributed are nonrefundable and non-transferrable.

The SLBC will be responsible for maintaining the sick leave bank, keeping records of the sick leave days donated and awarded, preparing reports and keeping minutes of SLBC meetings.

At the end of each school year, the SLBC will prepare a report showing the status of the sick leave bank membership, usage, and sick leave day reserves. Such reports will be provided to members of the bank, the superintendent and the treasurer.

If a teacher has used all of his/her personal/sick leave, he/she may receive a gift of the number of sick leave days from the sick leave fund, as approved by the SLBC, provided that the teacher has met the guidelines as established by the SLBC. The decision of the SLBC will be final and binding and not subject to the grievance procedure of this contract. Only teacher who have contributed two (2) or more days and have completed the applicable part of Addendum H are eligible for a gift from the bank.

Each initial grant of sick leave days shall be limited to a maximum of ten (10) consecutive scheduled working days for each illness or injury. After the initial grant, an extension of up to twenty (20) sick leave days may be granted per illness or injury. The total leave granted to any one member shall not exceed thirty (30) days for any one illness, accident or injury. Any unused gifts will be returned to the sick leave bank.

When the SLBC has determined that a gift of days will be awarded to a teacher, a report of such award will be sent to the treasurer's office. The treasurer's office will be responsible for continuing the pay of the teacher receiving the gift for such length of time as awarded by the SLBC.

E. Personal/Sick Leave Incentive Reimbursement

Annually contracted teachers shall be compensated for one or less personal/sick days per school year beginning with the first workday of the school year and concluding with the last workday (184 days).

The personal/sick leave reimbursement plan shall be as follows:

Total of Both Personal and Sick Leave Days Used	Amount of Compensation to be Received
0	$750.00
1	$500.00

The payment of this incentive shall be included in the last check in June.

ARTICLE 21 - PERSONAL LEAVE

A. Full-time teachers shall be granted up to three (3) days personal leave per contract year. All other contract teachers may be granted personal leave on a pro rata basis**.** Two (2) of these days shall be unrestricted and may be taken without enumerating the reasons. All unused personal days will be converted to sick days at the end of the school year.

B. Criteria for Personal Leave:

A teacher may apply for personal leave to cover certain personal matters enumerated below which can only be scheduled during the normal school day:

1. Personal business appointments, including, by example, dental or doctor appointments, real estate closing, registration, licensing or filing documents with respect to personal property.

2. Death of a close friend is not covered under sick leave policy.

3. Emergency occasions which the employee cannot control and which require immediate attention.

4. Parent’s duties immediately before, at, or following the birth of a child.

5. Graduation of employee, or employee's parent, child or current spouse.

6. College course registration where Saturday registration is not provided.

7. Wedding of the employee or an immediate family member.

8. Attend ceremonies where the employee or an immediate family member is receiving an award of major significance.

9. Religious holidays which require the employee's complete abstinence from work.

10. Appearances as a party or subpoenaed witness for which leave is not otherwise provided in this Agreement.

11. College examinations which cannot be scheduled at any other times.

C. Procedures for requesting/granting Personal Leave

1. Personal Leave including the two (2) unrestricted days**,** may not be granted on the day prior to or following a regularly scheduled holiday (weekday or Saturday/Sunday) or break in the school calendar.

2. Except in the case of an emergency, a request must be made to the building principal in advance.

3. The proper request form must be submitted to the building principal.

4. Personal Leave may be taken in half-day blocks.

5. Personal Leave may be taken in succession, if necessary.

D. When necessary, an Administrative response to a notice related to the use of Personal Leave will be fulfilled in a timely fashion under the following guidelines:

1. All notices shall be submitted using the proper, negotiated Personal Leave Form. The form is available in Addendum section of this contract and in electronic format on the Employee Self Service (ESS).

2. All notices must adhere to the conditions stipulated in Paragraphs A - C above.

3. District-wide, a maximum of three (3) personal leave days will be allowed for any single, specific calendar date.

4. All notices for Personal Leave will be approved without additional confirmation notice.

5. Personal Leave may be denied if one or more of the following conditions occur:

a) any violation of requirements as stipulated in paragraphs A – C above.

b) the maximum number of three (3) requests has already been reached for the specific date requested

6. Administrative response regarding a notice of intent to use personal leave *will only be provided* when the notice is denied for any reason(s) as detailed in line 6.

7. All personal leave shall be considered approved unless the teacher is provided an Administrative response within three (3) business days. The response shall clearly set forth the reason for denial of the leave.

E. In the event of an emergency or unforeseeable event, the employee shall contact the Principal/designee in a timely manner regarding the emergency or unforeseeable event and the need to use personal leave. Upon return to work the employee shall submit the notice of intent to use personal leave form in a timely manner.

ARTICLE 22 - COURT LEAVE

Teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment and the regular salary received by such person.

Teachers subpoenaed as a witness in court shall, except in situations where they are a party litigant or a witness against the Board, be paid the difference between the witness fee and the regular salary received by such person.

Teachers receiving a summons or subpoena as set forth above must present same to their principal within forty-eight (48) hours of receipt of same to be eligible for the payment mentioned herein**.** The amount of any fee received pursuant to jury or witness duty, except that which is paid specifically for expenses incurred for rendering jury or witness service, shall be remitted to the Treasurer within three (3) days of receipt of same.

ARTICLE 23 - PROFESSIONAL MEETINGS

A. The Board of Education, or its designee, retains all rights in granting of leave to teachers to attend meetings related to their teaching assignments.

B. Application:

1. A teacher requesting approval to attend such a meeting must notify his/her principal prior to making a formal request to the Superintendent.

2. Written request must be submitted to the Superintendent's office one (1) week prior to the monthly Board meeting.

3. Such request should contain:

a. Name of organization sponsoring the meeting.

b. Location, date and time of the meeting.

c. Itemized cost.

d. Teacher's expectations of the meeting.

e. Rationale for attending.

C. Teachers authorized by the Superintendent to attend professional meetings shall receive full payment of salary.

D. The Superintendent may authorize payment of all or a portion of expenses for such meetings.

ARTICLE 24 - LEAVES WITHOUT PAY

The following leaves without pay provisions shall apply to all full-time teaching staff personnel.

A. Upon approval of the Superintendent and the Board of Education, a teacher who has completed three (3) consecutive years of service may be granted up to two (2) semesters leave of absence without pay for reasons listed below.

1. Purposes for which leave of absence may be granted. Limited to five (5%) percent of certificated staff at any one time.

a. Educational advancement designed to improve and/or broaden skills.

b. Educational related travel.

c. Political leave to serve in an elective office unless prohibited by law.

d. Serving as an elected official in a national or state office as a bona fide professional organization.

e. Overseas teaching.

Extension of above leaves shall not be requested beyond two (2) semesters. Requests for extension of such leaves shall be submitted prior to April 1 of the year the person is on leave.

B. Other purposes for which leave of absence without pay may be granted:

1. Personal illness/disability: Requests must be accompanied by a statement from the attending physician that states the nature of the illness and

recommendation for such leave. See the following reference related to use of leave under the provisions of the Family Medical Leave Act (FMLA).

2. Emergency illness in immediate family: (As defined under Sick Leave).

3. Adoption of a child: A teacher requesting leave for the adoption of a child shall notify the principal as soon as the date of adoption has been set.

4. Maternity/Paternity/Child Care Leave: Upon written request, a teacher will be granted child care leave for up to the current semester or work year, as the teacher requests. Such leave will be extended upon written request from the teacher for up to one additional semester or school year. The teacher shall specify the beginning and ending dates of said leave, with the beginning date coinciding with the last day of paid sick leave, if any, he/she uses for related birth or child care purposes. Such written requests will be made as soon as practical. Such child care leave with or without an extension shall not be granted more than once for the same child.

5. Military: In accordance with provisions set aside in Section 3319.14 of the Ohio Revised Code, military leave of absence will be granted to any regular teacher who has been recalled or drafted into active duty with any branch of the Armed Services of the United States.

Notwithstanding other provisions of this contract, the Board agrees to abide by the provisions of the *Family Medical Leave Act of 1993 (FMLA).* The Board and the association agree that all benefits guaranteed by the FMLA will be provided to teachers covered under this contract. Pursuit of such grievance in no way abridges the rights of an employee under the law.

Teaching staff members on unpaid leaves of absence shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, and major medical providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the professional staff member pays to the Treasurer of the Board in advance each quarter, the full amount of the quarterly group plan premium of such coverage. Any overpayment of a premium shall be refunded to the staff member upon termination of leave. No other compensation or fringe benefits shall be provided. Failure to complete the terms for which leave was granted and/or to notify the Board of any failure to complete the terms for which the leave was granted shall be grounds for termination of leave and/or other appropriate disciplinary action.

C. Other Considerations:

1. The teacher shall be returned to the same position that he/she held at the time the leave commenced, if available. If the position is not available, to an equivalent position and placed on the same salary step that the teacher was eligible for at the time of leave.

Any teacher who is on leave of absence who wishes to return to teaching status at the beginning of the school year shall notify the Superintendent, in writing, of such intent not later than April 1, preceding the school year of return.

ARTICLE 25 - SABBATICAL LEAVE

A teacher who has completed six (6) years of service may, with the permission of the Superintendent and the Board of Education, be granted a leave of absence with part-pay, as prescribed in the Ohio Revised Code Section 3319.131.

The following guidelines will be followed:

A. A teacher will present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave, provide evidence that the plan was followed.

B. The teacher shall be required to return to the District at the end of the period for at least one (1) year.

C. The Board of Education shall not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than two and one-half (2 ½%) percent of the professional staff at any one time, nor allow a part of the salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave for more than one (1) year to any teacher more often than once for each six (6) years of service, nor grant a second time to the same individual when other members of the staff have filed a request for such a leave.

D. Once granted, sabbatical leaves may not be terminated before date of expiration without consent of the Superintendent and the Board of Education.

E. Upon returning, the teacher shall be placed on the same salary step that the teacher was eligible for at the time of leave.

F. Applications or requests for sabbatical shall be submitted to the Superintendent no later than April 1. The Superintendent shall establish guidelines for priority and approval.

ARTICLE 26 - SEVERANCE PAY

The Board shall grant severance pay upon proof of retirement from one of the state retirement systems in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by twenty-five (25%) percent of the number of days of unused accumulated sick leave, provided that in no event shall the number of days of severance pay exceed fifty-nine (59) days.

The teacher, to be eligible for severance pay, must be an employee of the Jefferson Township Board of Education at time of filing for retirement and must apply to the Treasurer within ninety (90) days following retirement.

The Board shall contribute severance pay for the accrued but unused sick leave to the retiring employee in the form of a non-elective employer contribution to the accumulated leave plan. Such annual post-severance non-elective employer contributions of severance pay shall be made in three (3) equal annual payments beginning in the year following the year of the employee's retirement.

The retiring employee shall not have the option of receiving payment of such amounts directly in cash. Severance pay shall be based upon the employee's rate of pay at the time of retirement and eliminates the employee's entire sick leave accrual upon payment.

ARTICLE 27 - BUSINESS MILEAGE

All teachers who are required to use a private automobile in the normal and regular course of completing their assigned duties or those given specific temporary assignment requiring such usage, will be entitled to receive mileage payments for use of said automobile. Reimbursement shall be at the maximum allowable rate authorized by IRS and not declared as additional income.

ARTICLE 28 - TEACHER EVALUATION

Teachers shall be evaluated in accordance with State law and the OTES standards-based, statewide teacher evaluation framework adopted by the State Board of Education and the policy of the Jefferson Township Local Schools Board of Education.

EVALUATORS

A. Each evaluator shall be an employee of the Jefferson Township District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

C. Evaluator assignments shall be made pursuant to the following requirements:

   1. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.

2. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

3. In the event a teacher performs work under more than one (1) administrator, only one (1) shall be designated as the evaluating administrator.

4. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

5. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

E. Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes the credentialing assessment following his/her removal.

EVALUATION TIMELINE

1. Each teacher shall be evaluated once each school year.

2. The annual evaluation will be based on two formal observations of at least 30 minutes each and periodic walkthroughs conducted over the course of the school year, subject to the following two allowances:

   a) Three formal observations of at least 30 minutes will be conducted for teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who may be considered for nonrenewal.

   b) Any teacher who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated only once every two years.

3. All final teacher evaluations will be completed by May 1 of the school year in which they are conducted

4. Each teacher will be provided with a written copy of the evaluation results by May 10.

OBSERVATIONS

1. Schedule of Observations - A minimum of two (2) formal observations shall be conducted before May 1. The first observation will be done before the end of November. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations.

2. Pre-Observation Conference - The first formal observation of the school year shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

3. Post-Observation Conference – Observations resulting in identification of performance deficiencies shall be followed by a post-observation conference, which shall be scheduled within five (5) days and held no more than ten (10) workdays after each formal observation. Such conferences shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan and to make suggestions for improvement.

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

5. 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.

EVALUATION INSTRUMENT

1. The official evaluation instrument of the Jefferson Township Local Schools shall be the Teacher Performance Evaluation Rubric developed by the Ohio Department of Education as part of its OTES model system. Teachers will be provided a copy of this at post-conference.

2. The scoring process under the OTES Rubric is expected to occur upon completion of each thirty (30) minute observation.

A. Joint Training on Evaluation Instrument

Before the beginning of each evaluation cycle, the Board shall provide joint training for administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

B. Teachers

1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

3. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The Board shall allocate no less than $1,000.00 dollars annually for orientation, professional development, and training purposes to support the teacher evaluation system. The financial resources to support the professional development shall be provided for, in priority order:

1. Teachers designated to an improvement plan. The evaluator and teacher shall jointly identify training, classes, resources, etc., as needed.

2. All other teachers not identified above.

3. All requests for professional dollars shall be submitted to the Superintendent, including the cost of the professional development. If the request is denied, the Superintendent shall provide to the teacher, in writing, the reason for the denial within five (5) working days. If the teacher believes the denial is arbitrary, capricious or unreasonable, the employee may file a grievance, pursuant to Article 17 of this Contract.

WALKTHROUGHS

1. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary;
   a. Evidence of planning;

b. Lesson delivery;
c. Differentiation;
d. Resources
e. Classroom environment;
f. Student engagement;
g. Assessment;
h. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. Informal walkthroughs shall be announced or unannounced, and there shall be no limits on the number of walkthroughs that may be conducted.

3. When an informal walkthrough is to become part of the teacher's evaluation, the evaluator will use the "Informal Observation/General Form" prepared by the ODE and attached as Addendum I. The teacher will be provided a copy of the completed form upon request.

4. The walkthrough shall be at least 10 consecutive minutes, and not considered a formal observation.

CALCULATING STUDENT GROWTH

Should the state legislature create new Evaluation Metrics, the parties shall meet within 30 days of them going into effect to begin discussions to reach consensus on implementation.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

Professional growth and improvement plans for a school year shall be developed no later than ten (10) work days after the first day of school.

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teachers whose evaluation rating is Ineffective shall develop an improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. A teacher in their first year of employment with the District shall not be placed on an improvement plan.

D. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan;

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

5. Shall utilize the form found in Addendum J of this agreement.

E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965," as amended.

F. No Improvement Plan or Professional growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

RESPONSE TO EVALUATION, REBUTTAL AND RIGHT TO GRIEVE

1. The teacher shall have the right to make a written response to the evaluation and to have that response attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be retained by the teacher.

2. The teacher shall have the right to file a grievance for violations of the procedure for evaluations as set forth herein. The teacher shall have the

right to file a grievance for adverse employment actions resulting from the evaluation.

3. The teacher shall not have the right to file a grievance over the evaluator's views and perceptions of the teacher's performance, including any scores assigned, as set forth in the evaluation.

PROMOTION, RETENTION AND REMOVAL DECISIONS

1. A teacher's annual evaluation shall be considered for retention and promotion decisions and for the removal of poorly performing teachers. Seniority shall not be the basis for making such decisions, except when making a decision between teachers who have comparable evaluations.

2. When a district or building administrator deems that a teacher's performance is ineffective/unsatisfactory and it is the administrator's intention to recommend non-renewal of a contract, termination of a contract, non-approval of a request for a continuing contract, or other adverse change in employment status, the teacher shall be notified in writing at least seven (7) days prior to the adverse recommendation.

3. A conference shall be held between the teacher and the administrator responsible for the adverse recommendation prior to any final recommendation to the Board of Education. The teacher shall have the right to a representative at this conference.

TRAINING

Training and information about the evaluation framework and system is widely available on the website of the Ohio Department of Education. Additional training may be provided to individual teachers upon request, at the Board's expense, upon a showing of good cause and at the discretion of the Superintendent.

NON-DISCRIMINATION

In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD).

B. 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.

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

   a. Knowledge of the students to whom the teacher provides instruction;

   b. The teacher's use of differentiated instruction practices;

   c. Assessment of student learning;

   d. The use of assessment data;

   e. Professional responsibility and growth.

D. No Evaluation Factor shall be impacted by student performance on a test or tests.

ARTICLE 29 - SALARY CALCULATION

Initial placement on the salary schedule for teachers new to the district shall be in accordance with the ORC 3317.13 and 3317.14

Change of Pay Brackets - Only hours earned from an accredited college including affiliated on-line courses recognized by the State Department of Education for certification purposes shall qualify and count towards hours on the salary schedule. However, correspondence courses may be accepted for placement on the salary schedule if the courses and hours are approved by the Superintendent. CEU's will not qualify as hours for placement on the salary schedule

Employees wishing to move to another column of the salary schedule based upon additional hours shall file with the Superintendent of the Board by September 30th satisfactory evidence of the completion of the qualifying additional hours for a full year adjustment and December 30th for an adjustment for the second half of the contract year. If the hours meet the conditions set forth in this paragraph, the Treasurer shall place the employee on the appropriate column of the schedule, with the employee being paid on the new step of the schedule beginning with the first day of the school year, or the first day of the second semester if the employee qualifies for the second half of the year.

For the term of this contract, the base salary for the JTEA shall be increased as follows:
2025-2026 0%
2026-2027 0%
2027-2028 0%

Contingent upon passage of a levy for additional revenue during the term of this contract the parties may reopen negotiations for the purpose of salary only.

For the 2025-2026, 2026-2027 and 2027-2028 school years teachers who step vertically on the salary schedule but do NOT receive an increase in their annual salary (frozen step) shall receive the amount below, based upon their column of the salary schedule, in twenty-four (24) equal installments beginning with the August 20th pay period.

BA	$1,690
BA+150	$1,807
MA	$2,078
MA+15	$2,078

The Board grants the Superintendent with the approval of the Association President or their designee, the authority to offer new hires a signing bonus, based on licensure and subject to placement in the amounts up to ten thousand dollars ($10,000.00) for Math, Science and Special Education certified educators.

New Hires must be employed by the Board for a minimum of nine months after the date of hire or will be required to repay the district the annual prorated amount for leaving employment early.

ARTICLE 30 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.

2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the

employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract.)

4. Such salary reduction shall not result in a salary that is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

   It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

6. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS or any other agencies' penalties or decisions concerning this plan now or in the future.

7. The Association and teachers individually, agree to indemnify and save the Board harmless against any and all claims that shall arise out of or by reasons of any action taken by the Board in compliance with provisions of the Article.

ARTICLE 31 - HEALTH/DENTAL INSURANCE

A. The Board shall pay, on behalf of each requesting certified staff member, eighty percent (80%) per month for a single or family plan of coverage for the health care plan that is in effect on the effective date of this Agreement, or a plan equivalency.

B. The Board reserves the right to change carriers, but the coverage must be equal to or better than present coverage.

C. The Board shall pay, on behalf of each requesting certified staff member, eighty percent (80%) per month for a single or family plan of coverage for the dental care plan that is in effect on the effective date of this Agreement, or a plan equivalency.

Opt-Out Bonus:

All eligible employees may receive an opt-out bonus if a minimum of 10 employees elect to dis-enroll or not enroll in the health insurance plan offered by the Board. Written notice of the employee's election to dis-enroll or not enroll in the Board's plan must be received by the Board no later than August 31st of each year.

Each year that the minimum number of employees elect to opt-out of the Board's health insurance plan, the Board shall pay a cash incentive of $1,100 to each eligible employee who elects to dis-enroll or not enroll in the Board's "single" health insurance plan, and $2,250 to eligible employees who are eligible for and elect to dis-enroll or not enroll in the Board's "family" health insurance plan. Any employee who is hired on or after October 1st and who would be eligible to enroll in the health insurance plan offered by the Board shall

receive a $550 bonus for “single” plan and a $1,275 bonus for “family” plan if the employee elects to not enroll in the Board’s health insurance plan. Proof of coverage in a health plan not provided by the Board must be provided in order to qualify for the aforementioned cash incentives.

The cash incentive shall be paid on an annual basis by payroll check on the first payroll in December of each year to qualified employees on the Board’s payroll as of November 30. An employee who loses their health insurance coverage through a plan not provided by the Board may elect to re-join the health insurance plan offered by the Board. In such instance, any cash incentive received by the employee shall be repaid to the Board, and the Board shall be authorized to deduct from the employee’s paycheck those amounts to repay the cash incentive. The payback of the incentive shall be through a monthly deduction of one-third of the incentive for a period of three months, which in no event shall extend beyond June 30.

ARTICLE 32 - LIFE INSURANCE

The Board shall purchase group term life and accidental death and dismemberment insurance for each certified employee. The face amount of coverage shall be $40,000.00 for each employee covered under this Agreement.

ARTICLE 33 - SECTION 125 FLEXIBLE BENEFITS PLAN

A. The Board shall arrange for a carrier to provide a 125 flexible benefits plan for use by the employees who shall be responsible for the cost of the plan if they choose to use the plan.

B. The plan shall be in accordance with Section 125 of the Revenue Act of 1978 and shall include the non-taxable benefits of all eligible insurances (including disability insurance, life insurance, and non-reimbursed medical expenses) and dependent care.

C. In the event the Board changes its carrier(s), the Board shall give sixty (60) days prior notice of the change to the Association President.

ARTICLE 34 - RETIREMENT BONUS

A. Any teacher who is first time "eligible", with either unreduced or reduced benefits, for retirement under the State Teachers Retirement System during the term of this Agreement and who retires-in-fact under the provisions of this Article, shall receive a one-time retirement bonus of $15,000.00 payable in the calendar year following the date the teacher retires. The Retirement Bonus shall be subject to applicable payroll deductions.

B. To be eligible, the retiring teacher must submit his/her letter of resignation for the purpose of retirement to the Superintendent or his/her designee during the last

week of March in the year of the teacher's retirement. He/She must continue to work through the last teacher workday of the school year. The definition of "first-time eligible" for purposes of the Retirement Bonus shall mean the time a teacher attains the below listed Age/Service requirements: is eligible to retire with either unreduced or reduced benefits.

AGE	SERVICE
Any	30 years
60	5 years or more

In addition to the above, teachers may also retire and be eligible for the $15,000.00 Retirement Bonus when they first meet the combination of age 55 and 25 through 29 years of service. Should a teacher elect not to retire upon first satisfying this age/service requirement, he/she shall remain eligible to receive the "first-time eligible" Retirement Bonus by satisfying the Age/Service requirement of "any age and 30 years of service".

C. Eligible teachers failing to elect retirement under the provisions set forth in this Article shall forfeit eligibility for any Retirement Bonus, if any, that may be available to others during the formers remaining years of employment with the Board.

D. Payment under the provisions of this Article shall be made in the second paycheck in January following the year of retirement.

E. For definitional purposes under this Article, "service" or "years of service" shall mean time that may be credited towards retirement by STRS. "Retirement-in-fact" shall mean the teacher's receipt of STRS benefits in the month following retirement. "Retirement-in-fact" shall not mean a teacher's eligibility for deferred retirement benefits. A teacher's retirement shall terminate the teacher's employment with the Board.

F. All eligibility requirements are subject to verification.

ARTICLE 35 - WORKDAY/WORK YEAR

A. The normal workday for teachers shall be seven and one-fourth (7-1/4) hours. Each teacher shall receive a daily duty-free lunch period of no less than thirty (30) minutes. Each teacher shall receive a duty-free planning period equal to no less than one academic period per day or two hundred (200) minutes per week, whichever is applicable. All teachers should equitably share responsibilities for student supervision during the teacher's day.

B. The normal work year for teachers shall be one hundred eighty-four (184) days in length with no more than one hundred seventy-eight (178) student contact days. There shall be:

- One unencumbered workday at the beginning and end of the school year.
- Two parent teacher conference days.
- Two guaranteed PD days.

Unless otherwise required by the state, the teacher work year shall be reduced one day for each day schools are closed due to weather or other calamity, not to exceed five (5) days.

C. The above notwithstanding, teachers new to the district may be required to serve one extra day for orientation purposes just prior to the first teacher in-service workday that school year. Such day shall be served without additional pay.

D. Notwithstanding that which is set forth herein, the Board shall have the right to contract with teachers for less than the normal workday and/or year.

E. When the number of high school class preparations exceed three per day of classes for each class day of a semester, the teacher shall receive either a $600.00 bonus for that semester for each class preparation exceeding three (3), or an additional class preparation period; the choice of which will be made by the person who oversees class scheduling. A “class preparation” is preparation for a distinct subject that lasts an entire period. By way of illustration, a teacher who teaches two classes of Spanish I, two classes of Spanish II and two classes of Spanish III is considered to have three (3) class preparations. A teacher who teaches two (2) classes of Spanish I, two (2) classes of Spanish II and a class of Spanish III plus a class of French I, is considered to have four class preparations.

K12 Teachers who are assigned to both school buildings shall be entitled to the $600.00 bonus.

This bonus will not apply to preparation for classes of students who are handicapped or disabled nor shall it apply to those classes for which a teacher is otherwise receiving a supplemental contract such as marching band.

The bonus also will not apply to preparations for virtual classrooms. Bonuses will be paid at the earliest practical and reasonable pay period following the end of the semester.

ARTICLE 36 - COMMUNICABLE DISEASE

Any teacher who is aware or should be aware that he/she has been exposed to a communicable disease shall be expected to comply with applicable state and Federal health laws regarding disclosure, treatment, etc. Failure of a teacher to comply with such laws could result in the administration taking disciplinary action against the teacher.

Specific school personnel who closely relate to the afflicted teacher on a daily basis shall be informed of proper precautions concerning the possible transmission of the disease.

ARTICLE 37 - SAVINGS CLAUSE

This Agreement is subject to all existing and applicable state or federal laws and Board policies, provided that should any change be made in any state or federal laws such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall, thereafter, seek to agree within ten (10) days, upon substitute provisions that are in conformity with accepted law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 38 - NO STRIKE/LOCKOUT

A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees in the bargaining unit or the Association.

B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work by employees covered hereunder during the term of this Agreement and the Association will actively discourage and publicly denounce any such strike, stoppage, slowdown, or other interruption of work in violation of this Agreement.

ARTICLE 39 - MERGER, CONSOLIDATION OR FORMATION OF A NEW SCHOOL DISTRICT

A. In the event the Jefferson Township Local School District is merged, consolidated or otherwise becomes part of a new school district, unit members covered hereunder shall have the protection and guarantees set forth in Section 3319.18 O.R.C.

B. Before any such action as set forth in the preceding paragraph occurs, the Board shall give not less than thirty (30) days' notice of its intended actions to the Association. Upon request of either party, after the receipt of the thirty (30) days' notice, the parties shall meet at mutually agreeable times and places to negotiate the effects such merger, consolidation or creation of a new district shall have on the wages, hours and other terms and conditions of employment of teachers covered hereunder.

C. The Association may provide input into studies and/or discussions on the subject of a merger, consolidation or the formation of a new school district.

ARTICLE 40 - DISCIPLINE OF PROFESSIONAL STAFF MEMBERS

A. Right to Representation and Progressive Discipline

When a teacher is to be officially given a disciplinary action of record, the teacher may be accompanied by a representative of his/her choice at any meeting held for the purpose of investigating or administering such discipline.

When a member is scheduled for a discipline meeting pursuant to the terms of this Article, either in advance or at the beginning of the meeting, the administrator shall inform the member of their right to union representation.

A Representative of the JTEA shall have the right to be present at all investigative and discipline levels in the process. There shall be no discipline without prior investigation and due process. All discipline shall be progressive in nature and shall be administered as set forth below.

B. The administration may take disciplinary action against any member for just cause. When disciplining a member of the bargaining unit, normally the administration shall utilize the following steps:

Step 1 - Verbal reprimand to the member

Step 2 - Written reprimand to the member

Step 3 - One-day suspension without pay

Step 4 - Three to five-day suspension without pay

Step 5 - Termination.

However, if the infraction or conduct of the employee for which he or she is being disciplined is of a severe nature, the above progression may be interrupted, and then appropriate disciplinary measure may be administered.

If steps 2 through 5 are being considered, a conference shall be scheduled between the member and the administration to discuss the alleged infraction and the member's response to it. The member shall be provided a minimum of 24 hours' written notice of the conference. The notice shall include the reasons/circumstances for which the member may be disciplined. The member shall have the right to an association of his/her choice at any conference in which the member is present and in which the discipline of the member is to be discussed.

C. Only the Superintendent may suspend a teacher without pay for just cause, or recommend initiating termination proceedings under Ohio Revised Code 3319.16 and 3319.161. Only the Board of Education may take action to terminate the contract of an employee.

D. The discipline of an employee shall be imposed in private and any communications related thereto shall remain confidential to the extent permitted by law.

E. Disciplinary decisions shall not be based on incidents occurring more than three (3) years earlier if there has been a break in similar conduct over that period of time.

ARTICLE 41 - BUILDING LEADERSHIP AND TEACHER BASED TEAMS

Building Leadership (BLT) and Teacher Based Team (TBT) meetings will ordinarily occur during the regular teacher workday.

Any teacher who is required to attend such meetings shall receive a stipend of twenty-five dollars ($25.00) for any meeting that requires the loss of a planning period.

For any other BLT or TBT meeting that occurs outside of the regular teacher workday or workweek, where teachers are required to attend, teachers shall be compensated at the rate of twenty-five dollars ($25.00) per hour or any part thereof on a pro-rated basis.

TBT meetings shall not exceed, and teachers will not be paid a stipend for more than one (1) hour.

ARTICLE 42 - ACADEMIC DISTRESS

Pursuant to R.C. 3302.10(P), the provisions of R.C. 3302.10 are incorporated into this contract. Should the district enter into “academic distress”, the parties anticipate that this agreement will be reinstated at the time the District emerges from that process.

Furthermore, the Association and its members reserve all rights to challenge the constitutionality of R.C. 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.”

ARTICLE 43 - BEREAVEMENT LEAVE

A. All full-time teachers shall be granted three (3) days per year of Bereavement Leave for the purpose of attending to the grieving process and other end of life arrangements due to the death of a member of his/her immediate family. Bereavement leave shall be granted without loss of compensation, benefits or employment status.

B. Uses of Bereavement Leave

1. For absences due to the grieving process and/or to tend to other end of life arrangements
2. The teacher shall advise the Administration, as soon as possible, of the length of anticipated absence.

The immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child) or other blood relative living as a permanent resident in the teacher's household.

C. Teacher Responsibilities

All teachers shall be responsible for notifying their building principal according to established procedures of each building when bereavement leave is to be used, under the above provisions. Failure to notify the appropriate person is grounds for denial of benefits.

No payment of salary or benefits will be made for unauthorized absence, and abuse of bereavement leave benefits or unauthorized absence may be considered as grounds for administrative action, suspension or dismissal of the teacher. Proof of the need for bereavement leave usage may be required.

ARTICLE 44 - COMPLETE AGREEMENT

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement. For the life of this Agreement, the Board and the Association voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, except as otherwise provided for under Section 4117 of the O.R.C.

The Local Professional Development Committee Policy, as may be mutually amended from time to time, is considered a part of this contract.

ARTICLE 45 - TEACHER INCENTIVE PROGRAM

The Board will incentivize teachers who take positive steps towards professional growth throughout the school year. Participation is voluntary. To earn the incentive, teachers must maintain a virtual action item binder with evidence supporting any of the action items they choose to participate in. The action items are set forth in Appendix K.

The teacher incentive will not be based upon student test scores, student results, or student growth.

Teachers will create and submit their virtual action item binder to the building principal and to the Superintendent. Virtual action item binders may be submitted quarterly, however, no

later than May 10. The Principal and Superintendent will ensure that all the requirements have been fulfilled* and the Superintendent will submit a list of all participants to the Treasurer with the following information:

Name Items Completed (1-7) Number of PD Hours Total Incentive Earned

Payments will be made the quarter following submission of the virtual action item binder.

A three-member Teacher Incentive Program (TIP) committee will meet annually in May with the Superintendent and Building Principals to evaluate the feasibility of the professional growth items included.

*Teachers are permitted to collaborate to prepare/utilize standard checklists and forms to be used in each virtual binder section. However, substantive information should be the original work of the teacher, should not generally be copied (“cut and pasted”) from one quarter to another, and should be complete enough to show fidelity to the action item. As with all professional documentation submitted by certified staff, falsification may lead to discipline.

**Note – this incentive program does not eliminate or lower the ordinary professional obligations and requirements of the teacher as established by the ODEW, building administration, or the Board of Education.

ARTICLE 46 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1,2025, and shall remain effective through June 30, 2028.

FOR: JEFFERSON TOWNSHIP LOCAL SCHOOL DISTRICT

Superintendent

Board President and Committee Member

Treasurer/CFO

FOR: JEFFERSON TOWNSHIP EDUCATION ASSOCIATION OEA/NEA

Brandi Delph
JTEA President

JTEA Vice President

ADDENDUM A1 - 2025-2026 Salary Schedule

2025-2026 School Year			0%	$ 38,764
Teachers				
Step	BA	BA+150	MA	MA+15
0	$ 38,764	$ 40,702	$ 42,640	$ 44,579
1	$ 40,454	$ 42,509	$ 44,718	$ 46,656
2	$ 42,144	$ 44,315	$ 46,796	$ 48,746
3	$ 43,834	$ 46,121	$ 48,874	$ 50,812
4	$ 45,524	$ 47,928	$ 50,951	$ 52,890
5	$ 47,215	$ 49,734	$ 53,029	$ 54,967
6	$ 48,905	$ 51,541	$ 55,107	$ 57,045
7	$ 48,905	$ 51,541	$ 55,107	$ 57,045
8	$ 50,595	$ 53,347	$ 57,185	$ 59,123
9	$ 52,285	$ 55,153	$ 59,262	$ 61,201
10	$ 52,285	$ 55,153	$ 59,262	$ 61,201
11	$ 53,975	$ 56,960	$ 61,340	$ 63,278
12	$ 55,665	$ 58,766	$ 63,418	$ 65,356
13	$ 55,665	$ 58,766	$ 63,418	$ 65,356
14	$ 57,355	$ 60,573	$ 65,496	$ 67,434
15	$ 57,355	$ 60,573	$ 65,496	$ 67,434
16	$ 57,355	$ 60,573	$ 65,496	$ 67,434
17	$ 59,045	$ 62,379	$ 67,573	$ 69,512
18	$ 59,045	$ 62,379	$ 67,573	$ 69,512
19	$ 59,045	$ 62,379	$ 67,573	$ 69,512
20	$ 59,045	$ 62,379	$ 67,573	$ 69,512
21	$ 60,735	$ 64,185	$ 69,651	$ 71,589
22	$ 60,735	$ 64,185	$ 69,651	$ 71,589
23	$ 60,735	$ 64,185	$ 69,651	$ 71,589
24	$ 60,735	$ 64,185	$ 69,651	$ 71,589
25	$ 60,735	$ 64,185	$ 69,651	$ 71,589
26	$ 60,735	$ 64,185	$ 69,651	$ 71,589
27	$ 62,426	$ 65,992	$ 71,729	$ 73,667
28	$ 62,426	$ 65,992	$ 71,729	$ 73,667
29	$ 62,426	$ 65,992	$ 71,729	$ 73,667
30	$ 64,116	$ 67,798	$ 73,807	$ 75,745

ADDENDUM A2 - 2026-2027 Salary Schedule

2026-2027 School Year			0%	$ 38,764
Teachers				
Step	BA	BA+150	MA	MA+15
0	$ 38,764	$ 40,702	$ 42,640	$ 44,579
1	$ 40,454	$ 42,509	$ 44,718	$ 46,656
2	$ 42,144	$ 44,315	$ 46,796	$ 48,746
3	$ 43,834	$ 46,121	$ 48,874	$ 50,812
4	$ 45,524	$ 47,928	$ 50,951	$ 52,890
5	$ 47,215	$ 49,734	$ 53,029	$ 54,967
6	$ 48,905	$ 51,541	$ 55,107	$ 57,045
7	$ 48,905	$ 51,541	$ 55,107	$ 57,045
8	$ 50,595	$ 53,347	$ 57,185	$ 59,123
9	$ 52,285	$ 55,153	$ 59,262	$ 61,201
10	$ 52,285	$ 55,153	$ 59,262	$ 61,201
11	$ 53,975	$ 56,960	$ 61,340	$ 63,278
12	$ 55,665	$ 58,766	$ 63,418	$ 65,356
13	$ 55,665	$ 58,766	$ 63,418	$ 65,356
14	$ 57,355	$ 60,573	$ 65,496	$ 67,434
15	$ 57,355	$ 60,573	$ 65,496	$ 67,434
16	$ 57,355	$ 60,573	$ 65,496	$ 67,434
17	$ 59,045	$ 62,379	$ 67,573	$ 69,512
18	$ 59,045	$ 62,379	$ 67,573	$ 69,512
19	$ 59,045	$ 62,379	$ 67,573	$ 69,512
20	$ 59,045	$ 62,379	$ 67,573	$ 69,512
21	$ 60,735	$ 64,185	$ 69,651	$ 71,589
22	$ 60,735	$ 64,185	$ 69,651	$ 71,589
23	$ 60,735	$ 64,185	$ 69,651	$ 71,589
24	$ 60,735	$ 64,185	$ 69,651	$ 71,589
25	$ 60,735	$ 64,185	$ 69,651	$ 71,589
26	$ 60,735	$ 64,185	$ 69,651	$ 71,589
27	$ 62,426	$ 65,992	$ 71,729	$ 73,667
28	$ 62,426	$ 65,992	$ 71,729	$ 73,667
29	$ 62,426	$ 65,992	$ 71,729	$ 73,667
30	$ 64,116	$ 67,798	$ 73,807	$ 75,745

ADDENDUM A3 - 2027-2028 Salary Schedule

2027-2028 School Year			0%	$ 38,764
Teachers				
Step	BA	BA+150	MA	MA+15
0	$ 38,764	$ 40,702	$ 42,640	$ 44,579
1	$ 40,454	$ 42,509	$ 44,718	$ 46,656
2	$ 42,144	$ 44,315	$ 46,796	$ 48,746
3	$ 43,834	$ 46,121	$ 48,874	$ 50,812
4	$ 45,524	$ 47,928	$ 50,951	$ 52,890
5	$ 47,215	$ 49,734	$ 53,029	$ 54,967
6	$ 48,905	$ 51,541	$ 55,107	$ 57,045
7	$ 48,905	$ 51,541	$ 55,107	$ 57,045
8	$ 50,595	$ 53,347	$ 57,185	$ 59,123
9	$ 52,285	$ 55,153	$ 59,262	$ 61,201
10	$ 52,285	$ 55,153	$ 59,262	$ 61,201
11	$ 53,975	$ 56,960	$ 61,340	$ 63,278
12	$ 55,665	$ 58,766	$ 63,418	$ 65,356
13	$ 55,665	$ 58,766	$ 63,418	$ 65,356
14	$ 57,355	$ 60,573	$ 65,496	$ 67,434
15	$ 57,355	$ 60,573	$ 65,496	$ 67,434
16	$ 57,355	$ 60,573	$ 65,496	$ 67,434
17	$ 59,045	$ 62,379	$ 67,573	$ 69,512
18	$ 59,045	$ 62,379	$ 67,573	$ 69,512
19	$ 59,045	$ 62,379	$ 67,573	$ 69,512
20	$ 59,045	$ 62,379	$ 67,573	$ 69,512
21	$ 60,735	$ 64,185	$ 69,651	$ 71,589
22	$ 60,735	$ 64,185	$ 69,651	$ 71,589
23	$ 60,735	$ 64,185	$ 69,651	$ 71,589
24	$ 60,735	$ 64,185	$ 69,651	$ 71,589
25	$ 60,735	$ 64,185	$ 69,651	$ 71,589
26	$ 60,735	$ 64,185	$ 69,651	$ 71,589
27	$ 62,426	$ 65,992	$ 71,729	$ 73,667
28	$ 62,426	$ 65,992	$ 71,729	$ 73,667
29	$ 62,426	$ 65,992	$ 71,729	$ 73,667
30	$ 64,116	$ 67,798	$ 73,807	$ 75,745

ADDENDUM B - SUPPLEMENTAL SALARY SCHEDULE

Position	Percentage
Varsity Football	17.00
Varsity Basketball	17.00
Varsity Girls Basketball	17.00
Varsity Wrestling	13.00
Asst. Varsity Football (4)	11.00
Asst. Varsity Basketball (2)	11.00
Asst. Varsity Girls Basketball (2)	11.00
Varsity Boys Track	11.00
Varsity Girls Track	11.00
Varsity Baseball	11.00
Varsity Golf	11.00
Varsity Cross Country	11.00
Varsity Volleyball	11.00
Varsity Softball	11.00
Asst. Varsity Wrestling	8.00
Freshman Basketball	8.00
Assistant Varsity Track	8.00
Asst. Varsity Baseball	8.00
Asst. Varsity Softball	8.00
Asst. Varsity Volleyball	8.00
Varsity Cheerleading	8.00
Freshman Cheerleading	6.00
Weight Trainer	9.00
Jr. High Football	7.00
Jr. High Asst. Football (2)	5.00
Jr. High Boys Basketball (2)	7.00
Jr. High Girls Basketball (2)	7.00
Jr. High Baseball	7.00
Jr. High Boys Track	7.00
Jr. High Girls Track	7.00
Jr. High Volleyball (2)	7.00
Jr. High Cheerleading	6.00
Senior Class Advisor	5.25
Junior Class Advisor	5.25
Soph. Class Advisor	1.05
Fr. Class Advisor	1.05
Student Council	5.25
H.S. Yearbook	4.73
Elem. Football	5.25
Elem. Basketball (Boys)	5.25
Elem. Basketball (Girls)	5.25
Elem. Track (Boys)	5.25
Elem. Track (Girls)	5.25
Elem. Volleyball	5.25

Elem. Cheerleader	3.68
Elem. Student Council	4.73
Elem. Yearbook	3.68
Band Director	12.60
Band Camp Director	$800.00
Saturday School Supervisor	$25.00/hour (as needed)
Web Master/ Public Relations	$1,000/semester
Teacher Academy Mentor	5.25
Alumni Coordinator	$500.00/semester
Friday School	$25.00/hour (as needed)
After School Detention	$25.00/hour (as needed)
National Honor Society	5.25
Art Club	2.00
Chess Club	4.00
Muse Machine	4.00
Theater	5.00
Other Academic Supplemental	**3.00**
STEM Coordinator	5.25
Parent Liaison	5.25
Cheer Club	3.68
Honeybee Club	2.00
Student Community Club	4.73

Recognized Experience 0 through 4 steps - B.A. Column

Above schedule applies to all positions authorized for filling by the Board. Payment for the listed positions shall be paid to the individual(s) fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more individuals.

ADDENDUM C - JEFFERSON TOWNSHIP BOARD OF EDUCATION & EDUCATION ASSOCIATION GRIEVANCE FORM

Name of Grievant: _____ Assignment: _____

Name(s) of Grievant's JTEA Representative (if any): _____

Statement of Grievance (INCLUDE DATE GRIEVANT LEARNED OF ACT THAT GAVE RISE TO GRIEVANCE, A BRIEF STATEMENT OF THAT ACT, AND THE PROVISION(S) OF THE MASTER AGREEMENT ALLEGED TO BE VIOLATED, MISINTERPRETED OR MISAPPLIED):

Request for Relief (REMEDY):

STEP 1

The undersigned met the _____day of _____, 20_____ and discussed informally this grievance.

_____ _____
Grievant's Signature Immediate Supervisor's Signature

STEP 2

Step 1 did not resolve this grievance. I am appealing it to Step 2.

_____ Rec'vd By: _____
Grievant's Signature (ADM. STEP 2 RESPONSE IS TO BE ATTACHED, AS IF PART OF THIS FORM)

STEP 3

Step 2 did not resolve this grievance. I am appealing it to Step 3.

_____ Rec'vd By:_____
Grievant's Signature (Adm. Step 3 response is to be attached, as if part of this form)

STEP 4

Step 3 did not resolve this grievance. JTEA is appealing it to Step 4 at grievant's request.

_____ Rec'vd By:_____
JTEA Official's Signature

ADDENDUM D - PERSONAL LEAVE FORM

Date: _____

I hereby provide notice of use of personal leave to deal with the matter designated below and which can only be scheduled during the normal school day:

1. _____ Death of close friend or relative not covered under sick leave policy.

2. _____ Emergency occasions which the employee cannot control and which require immediate attention.

3. _____ Father's duties immediately before, at, or following the birth of a child.

4. _____ Graduation of employee, or employee's parent, child or current spouse.

5. _____ College course registration not to exceed one hour in addition to normal driving time to college where Saturday registration is not provided.

6. _____ Wedding of the employee or an immediate family member.

7. _____ Attend ceremonies where the employee or an immediate family member is receiving an award of major significance.

8. _____ Religious holidays which require the employee's complete abstinence from work.

9. _____ Appearance as a party or subpoenaed witness in traffic, criminal or civil court actions (except as a party in a civil action against the Board of Education).

10. _____ College examinations which cannot be scheduled at any other times.

11. _____ Unrestricted day (s).

Date(s) of Leave: _____

Half day(s) (a.m./p.m.)_____ _____

Approved: _____ Disapproved: _____

_____ _____
Principal Superintendent

ADDENDUM E - APPLICATION FOR SICK LEAVE

Employee's Name: _____ Date Submitted: _____

Employing Unit: _____ Approved: _____
Disapproved: _____

Date: _____ By: _____

A. The undersigned is making application for the use of sick leave as provided in R.C. 3319.141 for the following reasons:

_____Personal Illness

_____Personal Injury

_____Exposure to Contagious Disease

_____Illness, Injury or Death in the Immediate Family. Please give the relationship of the immediate member of your family:

_____

B. If medical attention was required, please state the name and address of the physician and dates consulted.

Name: _____

Dates Consulted: _____

C. Sick leave was requested for the following dates: _____
_____
_____

_____
Signature of Employee

If disapproved, state reasons: _____

_____

_____

_____

_____

ADDENDUM F - SICK LEAVE FUND DONATION FORM

Jefferson Township Local Schools
Sick Leave Fund Donation/Application Form

Name _____ School_____

Section I. Voluntary Deduction

I wish to donate the following to the Jefferson Township Local Schools Sick Leave Fund. In authorizing this deduction, I understand that the donated sick leave will **be deducted from my current sick leave balance. I also understand that this donation will not reflect upon my attendance record.**

Please check one:

_____ One Day (1) _____ Two Days (2)

EMPLOYEE SIGNATURE_____

DATE_____

INFORMATION CONTAINED IN SECTION II OF THIS APPLICATION IS CONFIDENTIAL

Section II. Application for sick leave days:

Article XXI, Section C: Teachers wishing a gift of sick leave shall complete the applicable part of the form Addendum "H". Only teachers who have donated two or more days shall be eligible for a gift from the sick leave fund.

I wish to apply to the Jefferson Township Local Schools sick leave fund for days as follows:

Number of days requested _____

Date sick leave balance (including five (5) days advanced was/will be exhausted:_____

Employee's explanation of health condition:

Length of time employee expects to be off due to the listed health condition: _____

ADDENDUM G - Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

	RESOURCES (Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence					

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.
		The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion	The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.	The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.
		The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
	Evidence	The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.

ADDENDUM H - Informal Observation: General Form

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: ____ **Time Walkthrough Begins:** ____ **Time Walkthrough Ends:** ____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: ____ ☐ **Photocopy to Teacher**

ADDENDUM I - SCORING TEMPLATE

The template may be used to organize data for SLOs.

1. First, the teacher adds the name or identification number for each student into the worksheet. Additional rows may be added as needed.
2. Then, the teacher enters each student's baseline score. This may be from a combination of data points and available information such as scores on the assessment administered at the beginning of the school year or from the previous year /class if available, or other measures that help to set the baseline of the student performance.
3. Next, using their completed SLO template as a guide, the teacher enters each student's established growth target.
4. The teacher enters the final performance data for each student.
5. The teacher enters if each individual student exceeded/ met the growth target by answering yes or no.
6. Once all the relevant information has been entered in the worksheet, attainment of the students' growth targets and overall teacher rating of student growth measures on this SLO will need to be computed.

Teacher Name:		**School:**			
SLO Title:		**Assessment Name (if available):**			
Student Name	**Student Number**	**Baseline Score**	**Growth Target**	**Final Score**	**Exceeds/ Meets Target? (yes/ no)**

Student Name	Student Number	Baseline Score	Growth Target	Final Score	Exceeds/ Meets Target? (yes/ no)

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90 - 100	**Most Effective**	**5**
80 - 89	**Above Average**	**4**
70 - 79	**Average**	**3**
60 - 69	**Approaching Avg.**	**2**
59 or less	**Least Effective**	**1**

Final SLO Percentage

% Exceeding/Meeting Target: %

% Below Target: %

NUMERICAL RATING OF SLO:

ADDENDUM J - PROFESSIONAL GROWTH PLAN

Ohio Teacher Evaluation System **Professional Growth Plan**

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
Goal 1*: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
Goal 2 *: Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____Date: _____

Evaluator's Signature: _____Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

ADDENDUM K - TEACHER INCENTIVE PROGRAM ACTION ITEMS

1.	Orally communicate quarterly with the parent or guardian of each student per the following: Blairwood—with each of the students in your class. Jr./Sr. High School – with at least 24 different students, each quarter, in your class load. K-12 Specials – with at least 12 different Blairwood and 12 different Jr./Sr. High School students, each quarter, in your Specials classes. ➢ Create a quarterly communication log with student name, date of call, and brief statement about each call. ➢ Communication should be positive and informative. ➢ Electronic communication acceptable if unable to reach the parent or guardian. Teachers shall receive $400 for completing this action item or $100 per quarterly communication log.	☐
2.	Utilize the Abre Early Warning System to document a quarterly student improvement strategy per the following: Blairwood – with each of the students in your class. Jr./Sr. High School – with at least 24 different students, each quarter, in your class load. K-12 Specials – with at least 12 different Blairwood and 12 different Jr./Sr. High School students, each quarter, in your Specials classes. ➢ Create a quarterly improvement strategy log of students identified by: their initials, grade, and IEP status	☐

	➢ Write a brief statement stating the improvement strategy. ➢ List the date the quarterly improvement strategy was shared with the student. Teachers shall receive $400 for completing this action item or $100 per quarterly improvement strategy log.	
3.	Complete a quarterly student Visual Learning Tactics (VLT) assessment log per the following: Blairwood – with each of the students in your class. Jr./Sr. High School – with at least 24 different students, each quarter, in your class load. K-12 Specials – with at least 12 different Blairwood and 12 different Jr./Sr. High School students, each quarter, in your Specials classes. ➢ Create a quarterly VLT assessment log with student name, and a list of specific VLT's exemplified by each student. Identify by VLT number. ➢ Determine the class or group of students average number of VLT exemplified each quarter. ➢ Rank order the VLT's quarterly from most to least exemplified. Teachers shall receive $400 for completing this action item or $100 per quarterly VLT assessments log. Exemplified means: regularly, consistently, frequently, and/or in multiple contexts. It means more than occasionally or just once in a while.	☐
4.	Utilize the JTLSD 42 Developmental Assets to develop healthy, caring, and responsible students that have two or more of the following thriving indicators: Succeeds in school Exhibits leadership	☐

	Helps others Resists danger Values Diversity Delays gratification Maintains good health Overcomes adversity ➢ Memorize the 42 Developmental Assets ➢ Utilize the asset vocabulary daily in the classroom, hallway, and/or lunchroom ➢ Describe your quarterly asset building with students ➢ Describe your quarterly asset building with staff ➢ List two examples quarterly of the asset building programs, activities and/or initiatives – in the classroom, building and/or district – that you have initiated and/or participated. Teachers shall receive $400 for completing this action item or $100 per quarterly 42 Developmental Asset log describing your student and staff asset building and programs, activities and/or initiatives.	
5.	Attend Project Based Learning Training (PBL) and complete a PBL project. Training will be a total of six (6) one (1) hour sessions. Training will be held weekly – after school – at each building during the first quarter of the school year. ➢ This training may be utilized for IPDP contact hours. Teachers shall receive $750 for attendance at all six (6) training sessions and completion of their PBL project. Teachers shall also receive a Professional Development stipend ($30 per hour) for each session attended.	☐
6.	Attend Yellow Belt Training and complete a Yellow Belt project. Training will be a total of six (6) one (1) hour sessions. Training will be held weekly – after school – at each building during the second quarter of the school year. ➢ This training may be utilized for IPDP contact hours.	☐

	Teachers shall receive $750 for attendance at all six (6) training sessions and completion of their Yellow Belt project. Teachers shall also receive a Professional Development stipend ($30 per hour) for each session attended.	
7.	Attend Leadership Excellence Training and complete a Leadership Excellence project. Training will be a total of six (6) one (1) hour sessions. Training will be held weekly – after school – at each building during the third quarter of the school year. ➢ This training may be utilized for IPDP contact hours. Teachers shall receive $750 for attendance at all six (6) training sessions and completion of their Leadership Excellence project. Teachers shall also receive a Professional Development stipend ($30 per hour) for each session attended.	☐

_____
Peer Signature

_____
Principal Signature