



AGREEMENT

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11/09/2012

BETWEEN THE

JEFFERSON AREA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

JEFFERSON AREA TEACHERS ASSOCIATION

JULY 1, 2012– JUNE 30, 2013

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I. RECOGNITION

A. Bargaining Agent

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

B. Bargaining Unit Members

1. The bargaining unit (hereinafter "Employee" or "Teacher") shall be comprised of all certificated/licensed, non-supervisory personnel employed under regular teaching contracts including, but not limited to, all classroom teachers (K-12, Adult, Special, and Vocational), long term substitutes, guidance counselors, librarians, media and program specialists, school nurses and head teachers.
2. The bargaining unit shall not include tutors and any personnel employed or to be employed as management level personnel (including but not limited to Superintendent, Assistant Superintendent, Principals and Assistant Principals), confidential employees, and supervisors as defined in O.R.C. 4417.01, or casual or hourly employees.
3. Long Term Substitutes
 - a. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
 - b. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article VI relating to Non-Renewal nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.
 - c. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one school year.
 - d. Neither the provisions of Article XX Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes.
 - e. Neither the provisions of Article V, Appraisal of Teachers, nor the provisions of Section 3319.111, Ohio Revised Code shall apply to long-term substitutes.
 - f. Compensation for permanent or long-term substitutes shall be at the substitute rate for the first sixty (60) days of employment and thereafter at BA 0.
 - g. Beginning with the 61st day of employment in the same assignment, a long-term

substitute shall be provided with all fringe benefits accorded all other teachers and be included in the bargaining unit.

C. Definitions

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

II. PROFESSIONAL NEGOTIATIONS INSTRUMENT

A. Professional Negotiation

1. Submission of Issues

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

2. Scope of Negotiations

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

B. Negotiations Procedure

1. Interim Reports

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

2. News Releases

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

3. Caucuses

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

4. Negotiating Team

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

5. Authority to Negotiate

While no final Agreement shall be executed without ratification by JATA and adoption by

the Board, the parties mutually pledge that their representatives will be empowered with all necessary authority to make proposals, consider proposals, and make tentative concession in the course of negotiations.

6. Use of Consultants

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

7. Length and Frequency of Meetings

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

8. Item Agreement

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

9. Schedule of Meetings

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

10. Exchange of Pertinent Information

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

C. Impasse

If agreement is not reached following any mutually agreed upon extension of the contract, the parties shall jointly notify the Federal Mediation and Conciliation Service ("FMCS") and the State Employment Relations Board ("SERB") that the issues in dispute are being submitted to mediation and request a mediator to assist in negotiations. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS (or the Bureau of Mediation if the services of FMCS are not available) shall be the sole dispute resolution procedure of these

parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code. The parties will continue mediation until agreement is reached; provided, however, that the Association retains the right to strike in accordance with O.R.C. 4117.14(D)(2) upon the expiration of this Agreement.

D. Ratification

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

III. RIGHTS

A. Board of Education Rights

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

B. Association Rights

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

1. To use school buildings and equipment for meetings as per existing Board policy.
2. To place Association communications in the mailbox provided for each teacher.
3. To utilize school email for the purpose of communication of Association business between members of the Association and/or its representatives or designees.
4. To use the inter-school mail for Association communications and the bulletin board in the appropriate faculty workroom providing all such material posted on the bulletin boards is identified as JATA communications.
5. Board policies shall be maintained on the District's website.
6. JATA members who are elected or appointed to state and national offices or positions of JATA affiliated organizations shall be permitted to attend these meetings without loss of pay for a maximum of ten (10) days. All costs incurred for supplying substitute teachers shall be reimbursed by the JATA.
7. JATA members who are duly elected delegates to JATA affiliated organizations shall be permitted a maximum of six (6) total days yearly to attend these meetings without loss of pay. All substitutes' costs will be paid by the Board of Education. Attendance at these meetings must have prior approval by both the President of JATA and the Superintendent ten (10) days prior to the meeting.
8. The Association President and staff will be provided a minimum of one and one-half (1-1/2) hours to meet privately with teachers new to the system and to distribute information during new teacher orientation activities.

9. The President of JATA, or designated representatives, will be provided a maximum of thirty (30) minutes to discuss any issues that seem pertinent to the profession on teacher orientation day. JATA shall have the right to schedule its meetings to commence after regular staff meetings.
10. The JATA President shall be supplied without cost an advance copy of the completed agenda and financial report. A copy shall also be sent to an Association Representative in each building for placement. Minutes of the Board meetings will be made available to JATA upon request. Appropriations, financial reports, etc., will be supplied upon request in their final form.
11. JATA shall receive a written notice by electronic mail 24 hours prior to any regular or special Board meetings. Such notification shall be made to the President of JATA. JATA shall be permitted to address the Board at Board meetings pursuant to the rules applicable to any other individual(s) who wish(es) to speak at Board meetings.
12. The JATA President or his/her designated official shall be permitted to visit schools outside of their normal working or assigned hours.
13. The President of JATA and/or designated representatives shall be given released time to attend to Association business when requested by the administration to conduct such business during school hours. Such release time shall also be granted when such JATA officers are requested by the Board or administration to appear in court or administrative proceedings on behalf of the Board. Such release time shall not be granted when such representatives appear as parties or witnesses adverse to the Board.
14. The JATA President or designee shall be granted up to three (3) unrestricted Association days to conduct Association business. The cost of the substitute shall be paid by JATA. Notice of use of Association leave shall be given to the Superintendent forty-eight (48) hours (i.e., two (2) working days) before use.

C. Fair Share Fee for Representation

1. In recognition of the Association's services and benefits to the bargaining unit, all teachers shall either be members of the Association or in choosing to be nonmembers shall share in the financial support of the Association by paying to the Association a fair share fee.
2. The Board, hereinafter defined as the Board of Education, its members, the Treasurer, Superintendent, and all members of the administrative staff, agrees to an automatic payroll deduction, unless paid in one lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than one hundred percent (100%) of the unified dues of the Association, from the pay of all bargaining unit members of the Association, or who elect not to remain members.
3. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues, less the amount previously paid through payroll deduction.

4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15th, except that no fair share fee deductions shall be made for teachers employed after December 31 until the second paycheck.
5. Dues rates and fair share fee rates shall be transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts deducted to the Association.
6. The Board further agrees to accompany the initial transmittal with a list of the names of teachers for whom all such deductions are made.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
8. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
9. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to the following:
 - i. To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;
 - ii. To permit the Association or its affiliates to intervene as a party when it so desires; and/or
 - iii. To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and

- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.
10. A nonmember of the Association who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association regarding agency shop service fees.
 11. Any nonmember of the Association who elects to continue employment with the Board after a forty-five (45) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent.

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

D. Individual Teacher Rights

Both parties to this Contract agree:

1. Neither the Association nor the Board shall discriminate with regard to race, color, religion, sex, national origin, ancestry, marital status, age, or disability.
2. Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interests.
3. Members of the instructional staff have the right to exercise their constitutional rights, political involvement, without fear or reprisal or discipline.
4. Members of the instructional staff shall abide by Board adopted policies.
5. Individuals have the right to join or not to join any professional Association.
6. No teacher shall be required to join any organization or contribute to any charity.
7. Teachers shall have access to buildings and equipment for job related responsibilities within existing policies.
8. Teachers shall not be held financially responsible for loss within the school of property belonging either to the school or students when such a loss is not the direct fault of the teacher due to negligence.

9. The school telephone shall be available for teacher use. A minimum of three (3) phone lines shall be available in each building at all times. All calls of a personal nature must be held to a minimum, and all charges should be reversed or charged to the teacher's home telephone.
10. A teacher may be represented by counsel or an Association representative during any conference with the Board, Superintendent, or other administrative personnel.

E. Teacher Professional Organization (TPO)

Consistent with Rule 337-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, and Treasurer. The Association shall certify the stipend amounts and payment dates to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable Retirement, Medicare and Worker's Compensation costs.

IV. PRINCIPAL'S ADVISORY AND DISTRICT LABOR MANAGEMENT COUNCILS

A. Principal

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

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

B. Superintendent

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

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

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

C. District Labor Management

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

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

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

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

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

V. APPRAISAL OF TEACHERS

A. Purpose

The purpose of evaluation/observation is:

1. To improve instruction.
2. To help the teacher to achieve greater effectiveness in teaching.
3. To provide definite written records of a teacher's performance to be used:
 - a. As evidence of teacher's performance.
 - b. In advancement of position and awarding of continued employment.
 - c. As reference material (for recommendation for other systems).
 - d. As an on-going plan for improvement of instruction.

B. Procedure for Appraisal

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

1. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher. Administrators may visit classrooms on an informal basis.
2. All observations/evaluations of a teacher must be directly related to the negotiated job description and academic content standards.
3. No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observation of the classroom work of the teacher and discussions in pre and post conferences.
4. There shall be two (2) formal observations for each formal evaluation. The formal observation for each evaluation shall be preceded by a conference or pre-observation questionnaire between the administrator and the teacher in order for the teacher to explain his/her plans and objectives for that class that day. Teachers will complete the post-observation form prior to the post-observation conference which will be held within 10 work days of the observation. The second formal observation will take place at least 10 work days after the first observation.
5. The administrator shall provide written or verbal feedback for the teacher for any observation or informal visit that is to be included in the formal evaluation of the teacher.

6. The administrator shall complete a written class observation report for each (formal) observation.
7. The final post-observation conference shall be held within 10 work days of the observation at which time the teacher will receive signed copies of the observation forms / evaluation form.
8. The evaluation form as set forth in Appendix B of this contract shall be the form used to evaluate teachers. The observation forms / evaluation form used during the observation phase of a teacher appraisal shall be included in the personnel file.

C. Observations for the Purpose of Evaluation

Limited Contract Teachers

1. First and second year teachers employed in Jefferson Area Local Schools.
 - a. A minimum of two (2) formal evaluations per year will be made on these teachers, with each evaluation including a minimum of two (2) thirty (30) minute classroom observations.
 - b. The first evaluation must be completed on or before January 15th, the second on or before April 1st.
 - c. A teacher may request a formal evaluation at any time convenient to both parties.
2. Teachers with two or more years of experience and a one or multi-year contract in Jefferson Area Local Schools.
 - a. A minimum of one (1) formal evaluation every three (3) years will be made on limited contract teachers with two (2) or more years service, with the evaluation including a minimum of two (2) thirty (30) minute classroom observations.
 - b. The evaluation must be completed on or before January 15th.
 - c. An unsatisfactory teacher evaluation report will require another formal evaluation before April 1st.
 - d. A teacher may request a formal evaluation at any time convenient to both parties.

Continuing Contracts Teachers

1. Teachers who are employed under continuing contracts with no identified performance deficiencies will be formally evaluated at least one (1) time in a given three (3) year period, with the evaluation including a minimum of two (2) thirty (30) minute classroom observations.
2. Teachers employed under continuing contracts with identified performance deficiencies

may be evaluated in accordance with the procedures utilized for limited contract teachers, consistent with Ohio Revised Code 3319.11 and 3319.111.

3. The evaluation must be completed on or before February 15th.
4. A teacher may request a formal evaluation at any time convenient to both parties.

Any teacher, upon written request, shall be evaluated within twenty (20) work days of said request in addition to the times as outlined herein. Likewise, any evaluator may conduct additional observations in addition to the times outlined herein.

D. Effect of Procedures

The evaluation procedures shall supersede and prevail over the statutory procedures and requirements or O.R.C. 3319.11 and 3319.111.

E. Appraisal Review Committee (ARC)

The parties agreed on the need for an ongoing comprehensive review of teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Appraisal Review Committee (ARC) will be formed with four (4) members appointed by the Association and three (3) administrators appointed by the superintendent, in addition to the superintendent, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and Association for the adoption of improvements to the evaluation process and/or corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. Changes recommended by the ARC will not become part of this Agreement unless adopted by the Board and approved by the Association. The ARC will meet no less than four (4) times per year or as otherwise determined by the Committee.

F. Notice

The evaluation of all teachers shall be recorded on the negotiated evaluation form (Appendix B). The evaluation form shall be signed by the evaluator. The evaluation shall be signed by the teacher or witness to signify notification that he/she received a copy of the form, but not that the teacher necessarily agrees with the evaluation. Such form shall be returned to the administrator within four (4) work days after it is received by the teacher.

G. Evaluation

A teacher may request a different evaluator if any evaluation reflects performance deficiencies.

H. Correction of Performance Deficiencies

1. A teacher who has teaching deficiencies (needs improvement) noted in their initial evaluation shall have a conference(s) with his/her administrator or superintendent to discuss such teaching deficiencies and jointly develop a PIP (Performance Improvement Plan) (see Appendix B) with the administrator to improve the deficiencies. Such

conference(s) shall be documented in the PIP and a copy given to the teacher noting the teacher's deficiencies and suggested means by which the teacher may obtain assistance in making such improvements.

2. The teacher shall be given a minimum of forty (40) calendar days to correct such deficiencies prior to the second evaluation.
3. A second evaluation written report, including an assessment of the teacher's efforts to improve in the areas of noted deficiencies, in addition to a statement of further efforts to assist the teacher, if necessary, shall be submitted by the administrator to the superintendent and the teacher involved no later than April 10th.
4. No limited teacher's contract will be recommended for non-renewal, for performance reasons, unless the observation and/or reprimand procedures have been followed by the administration.
5. Teachers with limited contracts not to be recommended for re-employment for the following school year will be so notified by April 30th. The superintendent will discuss the above action with the teacher prior to the official board action.

I. Other Deficiencies

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

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

- J. Staff in-services regarding the appraisal shall be provided as part of the new teacher orientation.

VI. FAIR TREATMENT

A. General Provisions

1. No teacher, after the second full year under a regular teaching contract, shall be disciplined, reprimanded, suspended, transferred, non-renewed, adversely evaluated, or otherwise deprived of any "professional advantage" without just cause.
2. Teachers employed after July 1, 2006 may be non-renewed without just cause during the first or second year of employment in the district by simple written notification from the Board prior to April 30th of the Board's intent to non-renew.
 - a. Second year teachers may have a colleague teacher if designated in the P.I.P.
3. All procedures with respect to non-renewal as provided in this collective bargaining agreement will prevail over the statutory requirements of Ohio Revised Code Sections 3319.11 and 3319.111.
4. In the cases of reprimand, discipline of a staff member, or other administrative actions to discipline staff, the administrators will use personal conferences, informal discussions, and other techniques where possible until the act(s) bringing the discipline about or the extreme nature of said act(s) requires formal action.
5. Staff members formally reprimanded are entitled to:
 - a. Respond in writing to the reprimand.
 - b. Use the steps of the grievance procedure if the staff member feels wrongly reprimanded (disciplined).

B. Contract Non-Renewal

1. Prior to taking any action to non-renew a teacher, the Board of Education will provide the teacher an opportunity to meet with the Superintendent to state his or her reasons why such action should not be taken.
2. The Superintendent shall notify the staff member of the intention to recommend non-renewal of contract a minimum of ten (10) days prior to any Board action. If teacher desires, and subsequent to meeting with the Superintendent, the teacher may request a dialogue session with the Board. This dialogue shall be in executive session.
3. The teacher may be accompanied by a representative to any meeting set forth above.
4. The Board shall by resolution declare its intention not to reemploy the bargaining unit member at the expiration of his/her limited contract and shall give the employee written notice of the action on or before April 30 of the year his/her contract expires. Notice shall

be given to the employee by an administrator or the Treasurer delivering it personally to the employee or by sending it by certified mail to the employee's last address on file with the Board.

C. Individual Conferences-Procedures

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

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

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

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

VII. COMPLAINTS

- A. Should a complaint or concern occur, no meeting shall take place with the building supervisor(s), athletic director and/or Superintendent until the teacher/coach has been informed of the complaint(s)/concern(s).
- B. No disciplinary action may be taken against a teacher or included in a teacher's personnel file based upon a complaint or other concern unless the Superintendent and/or Building Principal has in order:
 - 1. first notified the teacher of the complaint, and
 - 2. has met with the teacher to discuss the complaint or concern and the teacher's response, and
 - 3. met separately or jointly with the community member and/or with the teacher to resolve the complaint

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

- C. Prior to placement of documentation in the teacher's/coach's personnel file, the employee shall have fifteen (15) working days to respond in writing to said documentation. Failure of the teacher/coach to respond within fifteen (15) working days shall not limit placement of management documentation in the personnel file. Any response shall be attached to each copy of the documentation.
- D. A teacher/coach who is disciplined will have a right to a representative of his/her choosing at any conferences that take place as described above.

VIII. CURRICULUM STUDIES

Teachers, recommended by the administration, who participate in approved curriculum studies will receive consultant fees for their participation. Participation shall be voluntary.

IX. INCLUSION – MAINSTREAMING

A. IEP

1. Upon five (5) work days notification, employees whose duties would be impacted by a student with an IEP may, consistent with law, be provided the opportunity to participate in the development of the IEP and to be present at the IEP meetings.
2. The IEP Team meeting should be scheduled at a time and place, which is accommodating for IEP Team members for such participation.
3. In accordance with O.R.C. 3323.02, the Board shall provide the necessary personnel as identified in the IEP to perform any supportive services which may be required for a student in an IEP.
4. Upon request and verification, unit members required to attend IEP/504 or IAT meetings held outside of and/or extending beyond the regular school day shall be reimbursed for their time at the meeting at the rate of five dollars (\$5.00) per fifteen minutes beginning after the first fifteen (15) minutes outside the contractual day.
5. No teacher shall be required to sign an IEP/IAT if he/she was not involved in the IEP/IAT meeting.

B. Student Assistance

1. Qualified nurses and/or licensed medical technicians shall be the only employees to provide and conduct necessary medical procedures. Association members, other than qualified school nurses and/or trained medical technicians, shall not be requested or required to perform any medical procedures on a student or administer medications.
2. Teachers shall not be requested or required to perform personal hygiene services, such as, but not limited to, diapering and toileting.

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

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

X. EMPLOYMENT PRACTICES

A. Assignment Procedure

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

Assignment changes taking place after August 1 shall be made only after discussion with the personnel involved and any subsequent change initiated by the school administration and taking effect after August 1, shall be reason to automatically enter into a supplemental contract to compensate for preparation time, plans, inconvenience, etc., as per guidelines listed.

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

- a. Assignment changes in secondary schools - \$50.00 per period per year.
 - b. Elementary changes in grade level (2nd and 3rd, etc.) \$200 per year. Request of a faculty member to be reassigned shall not qualify for compensation specified above.
 - c. Both elementary and secondary teachers shall be compensated \$200 per year for an involuntary room assignment change.
2. Teaching Assignments

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

3. Parent/Teacher Groups

Attendance at and membership in any parent/teacher group is encouraged but not mandatory for teachers.

B. Salary Notice (Appendix E)

Teachers will receive appropriate written information (salary notice) concerning employment for the next school year no later than August 1.

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

C. Teacher "Home Base"

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

D. Faculty Workroom

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

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

E. Medical Examinations

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

When medical examinations or release are required of teachers, the teacher may:

1. Request an examination by a physician designated by the Board and at Board expense.
2. Receive an examination by his/her personal physician at the teacher's expense.

The Board reserves the right to require a second medical opinion when the employee chooses option 2 above, and the Board shall pay the expense of the second examination if performed by a physician approved by the Board. Opportunity for required health examinations or vaccinations required by the State of Ohio or required locally must be provided without cost to teachers. If a teacher elects to have his/her own private examination or vaccinations, the teacher shall pay the cost and provide a doctor's statement of satisfactory completion of the required examinations or vaccinations.

F. Multi-Year Contract

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

1. Request must be in writing to building principal by November 1 in last year of limited contract.
2. Previous and present observations/evaluations are satisfactory.
3. Recommendation from present building principal.

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

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

G. Continuing Contract

Continuing contracts will be granted pursuant to O.R.C. 3319 at the final Board of Education meeting in April of each year. Those who may be eligible for continuing contract status must notify their principal in writing on or before November 1 and have all documentation submitted to the Ashtabula Educational Service Center on April 1 in the year in which they wish to be considered for continuing contract status. The Board may choose to defer a decision on tenure until the expiration of any limited contract for any teacher requesting continuing contract during the term of a multi-year limited contract that is not due to expire in the contract year of the request.

H. Outside Credit

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

I. Return From Leave

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

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

J. Working Conditions

1. The Board will provide, within realistic expectations, an adequate, safe, and clean work environment for each employee.
2. In the event that emergency conditions arise that threaten the health and/or safety of the students and/or teacher; the teacher will remove the students from said classroom and notify the principal, immediately, of the conditions. The principal shall take steps to correct (have corrected) the conditions and will assign the teacher and students to alternative facilities.

K. Tuition-Free Attendance

Dependents of non-resident District employees shall be eligible for a tuition free education. Tuition will be waived in accordance with the Board's space-available policy with students having the highest number of years in attendance given priority. If there is a need to split a class, the parents would be informed that the student can no longer attend. The last student to enroll whose parent(s) are employed in the district would be the first to be withdrawn from the class.

L. Master Teacher Program

1. Establishment of Committee

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as Master Teachers in conformance with state law and regulations. The Master Teacher Committee shall be comprised of a majority of practicing bargaining unit members. The Master Teacher Committee shall be comprised of five (5) members follows:

- a. Three (3) bargaining unit members appointed by JATA in a manner determined by JATA; and
- b. Two (2) administrators appointed by the Superintendent.
- c. All members shall hold current Ohio educator licenses.

2. Operational Procedures

a. The Master Teacher Committee shall collaboratively determine the time, location and number of committee meetings. The Master Teacher Committee members shall establish a Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to the bargaining unit members and the appeal procedure. The Master Teacher Committee policies will be consistent with the regulations of the Ohio Department of Education.

b. Vacancies

JATA shall decide the process for removing a bargaining unit member from the Master Teacher Committee. The procedures used in the selection described in Paragraph 1 of this article shall be used to fill any vacancy.

3. Support Services

- a. The Master Teacher Committee shall be provided with adequate and secure space for the safe storage of records.
- b. The Board will provide for ongoing training opportunities for members of the Master Teacher Committee.

4. Appeals Procedure

The Master Teacher Committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

5. Employee Protection

Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the employer; also, involvement in the activities of the Master Teacher Committee will not have an adverse impact on the bargaining unit member's employment evaluations.

Whether or not any bargaining unit member applies for, or attains Master Teacher status shall have no adverse impact or connotation upon the evaluation, employment status, pay or teaching assignment of any bargaining unit member. No teacher shall be required to apply to become designated as a Master Teacher.

XI. EXTENDED SERVICE

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

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

XII. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance Policy

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

2. Grievance Defined

a. Contract Items

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

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

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

3. Rights of the Grievant and the Association

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

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

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

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

- e. JATA has the right to be present for the adjustment of any and all grievances. JATA's presence does not indicate agreement with resolution of the grievance and shall not set precedent for future considerations.
- f. Grievance forms shall be exhibited in Appendix A of this Agreement.
- g. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- h. The Association shall receive copies of all communications in the processing of grievances.
- i. To the extent that such scheduling is practical and does not interfere with conducting of school business, meetings and hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- j. Arbitration hearings shall be scheduled outside the workday, unless otherwise mutually agreed by the parties.
- k. A grievance may be withdrawn by the grievant at any time. The withdrawal of the grievance will not have any precedent setting value concerning interpretation of the contract. No grievance may be refiled if the contractual time limits have expired.

4. Time Limits

- a. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- c. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits, unless extended by mutual agreement, shall cause the grievance to be elevated to the next level.

B. Grievance Procedure

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

Step Two: If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal. If such written grievance is not lodged within twenty (20) work days following the act or condition which is the basis of said grievance, it shall no longer exist.

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

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

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

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

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

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

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

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

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

XIII. INSURANCE

A. Hospitalization and Major Medical

The Board shall provide hospitalization, surgical, and major medical insurance coverage for each certificated employee (assigned for four (4) or more hours) and family through a P.P.O. currently provided by the Ashtabula County Council of Governments providing comparable coverage reflecting the benefits outlined in Appendix I and summary plan document dated October 1, 2005. Employees will be provided with plan documentation reflecting the extent of Board coverage. Employees receiving medical services are responsible for the payment of same unless the service(s) are covered by the plan in effect at the time the services are rendered. Employees having assignments for less than four (4) hours shall be eligible for fifty percent (50%) of said benefits.

Effective October 1, 2012 the employees shall pay 10% of the actual medical and prescription premium charged to the District. The maximum amount used for this calculation shall be \$785 single/\$1485 family per month.

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

B. Other Insurances

1. Group Life Insurance

The Board shall provide premium payments required to purchase \$50,000 term life insurance for all certified/licensed employees. Said policy shall include accidental death and dismemberment insurance equal to said amount. Employees may have the option to purchase at their own expense additional group life insurance at the amounts permitted and at the group rates permitted by the insurance carrier.

2. Dental Insurance

The Board shall provide dental insurance coverage for each certificated employee (assigned for four (4) or more hours) and family through the current plan or through another carrier providing comparable coverage. Employees will be provided with plan documentation reflecting the extent of Board coverage. Employees receiving dental services are responsible for payment of same unless the service(s)/costs are covered by the plan in effect at the time the service is rendered.

HOW ARE DENTAL EXPENSES COVERED?

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

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

BASE PLAN BENEFITS

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

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

CALENDAR YEAR MAXIMUM

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

ORTHODONTIC LIFETIME MAXIMUM

(for all Class IV Expenses) \$1,000 Per Person

SUMMARY OF COVERAGE

CLASS I PREVENTIVE & DIAGNOSTIC - 100% of Reasonable and Customary Charges.

- Routine Oral Exams - once every 6 months
- Teeth Cleaning - once every 6 months
- Fluoride Treatments - once every 12 months
- Emergency Pain Treatments
- Space Maintainers
- Diagnostic X-Rays
- Tests & Lab Exams

CLASS II BASIC RESTORATIVE - 80%

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

CLASS III MAJOR RESTORATIVE - 80%

- Inlays, Onlays, Gold Fillings, or Crown Restorations
- Initial Installation of Fixed Bridgework
- Installation of Partial or Full, Removable Dentures
- Replacement of Existing Bridgework or Dentures

CLASS IV ORTHODONTIA - 60% - Lifetime Max./Person \$1,000

- Full Banded Orthodontic Treatment
- Appliances for Tooth Guidance
- Appliances to Control Harmful Habits
- Retention Appliances - Not in connection with full banded treatment

1. Vision Insurance

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

Plan A

Professional Fees:

Vision Examination \$ 45
(1 per 12 months)

Materials: Pair

Lenses:

Single Vision \$ 50
Bifocals \$ 90
Trifocals \$100
Progressive \$120
Lenticular \$100

Frames: \$ 50

Contact Lenses: (In lieu of all other plan benefits for that frequency period)

Necessary \$175
Cosmetic \$100

C. Enrollment

1. Employees must enroll in a plan in order to receive benefits. Upon employment, the employee shall receive an employment form from the employer and must complete it and return it with the appropriate authorization to be considered enrolled in the program.
2. Enrollment of new employees shall be consistent with the requirements of the plan(s). Any changes concerning coverage status from single to family or vice versa may be made only as permitted by the plan(s).

D. Insurance Contracts

The Board will provide JATA with a copy of each insurance contract and any mutually agreed upon changes to the insurance contracts.

E. Section 125 Plan (“Cafeteria Plan”)

1. The Board shall establish, a “Cafeteria Plan” that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax

basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health coverage (as agreed to by the Board and the Association), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in Paragraphs 3 & 4 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Paragraph F., below) provisions of this Agreement shall be made through the Cafeteria Plan.

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

3. Dependent Care FSA

- a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

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

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

1. Forfeiture of Unused Allocations

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

2. Plan Administrator

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

F. In Lieu of Coverage

1. A bargaining unit member who verifies that he/she is covered by his/her spouse or former spouse's family hospitalization insurance may elect to waive his/her coverage while the member remains covered by his/her spouse or former spouse and receive a \$2,000 per year waiver bonus through the Section 125 Cafeteria Plan. A waiver is available for dental/vision in the amount of \$ 250.00. This waiver(s) will be paid the first pay in June. No waiver will be available to employees under the single plan or those who are covered by a spouse's family hospitalization insurance where the spouse is another employee of this school district.
2. In order to elect this option and receive this additional compensation, the teacher must, during the month of September in a given year complete, sign and file with the Treasurer of the Board a form indicating his/her election. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein. Once this election is made, it shall remain in effect and the teacher shall not be entitled to receive the coverage that he/she elected not to receive for the duration of the one year period. In the event of a change in the teacher's circumstances after this election has been made, the teacher may elect to receive the insurance coverage after a three (3) month waiting period. There shall be no pre-existing condition exclusion for any teacher who re-enters the insurance in lieu of options discussed above after originally electing not to participate in said programs.

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

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

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

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

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

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

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

INSURANCE COMMITTEE

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

Health saving accounts will be discussed by the Insurance Committee.

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

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

B. Professional Attire

Teachers are expected to dress professionally at all times. Jeans, shorts, and sweat suits are not acceptable. Golf or polo shirts may be worn. Backless tops and/or dresses/skirts with short hemlines shall not be worn.

C. Professional Courtesy

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

D. Conference and Planning Period

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

E. Teacher Load

1. Whenever practical within the limitations of existing staff, course offerings and teacher and pupil assignments and schedules, a secondary teacher will not be required to have more than three (3) teaching preparations at any one time.
2. Secondary teachers with more than three (3) preparations shall be given special consideration in non-teaching supervisory period assignments. No secondary teacher with more than three (3) preparations shall be assigned to a non-teaching student supervision period for more than two (2) consecutive years without mutual agreement between the teacher and appropriate administrator.
3. A preparation (secondary) shall be defined as a course title or grade level title such as English - 7 or English - 8. It is not a separate preparation if English - 7 has different levels.

F. Class Size

When there is an imbalance of class sizes in classes of which there are multiple sections, the principal shall take steps to balance the class sizes.

XV. LEAVES

A. Assault Leave

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

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

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

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

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

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

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

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

C. Unpaid Child Care and Parental Leave

1. Definition

Unpaid child care and parental leave without pay shall be granted to an employee for the purpose of child bearing and/or rearing. An employee who is pregnant, gives birth, or

adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay to begin any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one year after the child is born or adopted.

2. Application

- a. Application for leave of absence caused or contributed to by pregnancy, childbirth, or adoption, shall be in writing; and shall contain a statement of the beginning and ending dates of the period of absence. Such application may be amended by mutual agreement as to the anticipated beginning and ending dates at any time.
 - b. Except in emergency circumstances, application for such leave should be made three (3) weeks before the beginning date of the leave of absence.
3. Upon the return from Child Care and/or Parental Leave the teacher shall be entitled to reinstatement to a similar position with the same contractual status which was held prior to the leave.
 4. Where the group insurance policy permits, a teacher on Child Care and/or Parental Leave may continue to participate in insurance benefits which are provided to other teachers if payment is made in advance by the teacher at the group rate to the Board for such benefits. Upon return from unpaid leave to active status, the teacher will be entitled to immediate reinstatement of insurance benefits.

D. Personal Leave

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

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

Procedure:

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

1. No more than ten percent (10%) of the staff can be out of a given building on the same day on personal leave.
2. The building principal must be given as much advance notice as possible.
3. Personal leave cannot be used one (1) day before or one (1) day after the following

holiday / breaks: Labor Day, Thanksgiving Break, Christmas Break, Martin Luther King Day, President's Day, Memorial Day, Spring / Easter Break, or on the day of an in-service / meeting days unless teacher demonstrates to the satisfaction of the superintendent that special circumstances exist for such use.

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

E. Professional Leave

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

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

F. Sabbatical Leave

In accordance with Ohio Revised Code 3319.131.

G. Sick Leave

Teachers shall be granted paid sick leave for absence due to personal illness, disability from pregnancy, childbirth (up to six (6) weeks or as otherwise determined by a physician), adoption (not to exceed six (6) weeks), injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, disability from pregnancy, childbirth, injury or death in the teacher's immediate family. Immediate family guidelines are: wife, husband, child, mother, father, brother, sister, in-laws, guardian, grandparents, grandchildren, stepchildren, or any other individual living in the same residence or receiving a majority of their support from the employee or any other individual approved by the Superintendent.

Accumulation:

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

Advance Use:

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

H. Family & Medical Leave

Teachers shall be entitled to leave as provided in the Family and Medical Leave Act and its associated regulations. For purposes of this section, “Twelve (12) month period” is defined as the twelve (12) month period measured forward from the date a teacher’s first Family and Medical Leave begins (i.e., the leave year is specific to each teacher). A teacher would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period.

1. Purpose

Eligible employees may take up to twelve (12) weeks of FMLA leave in any twelve (12) month period as defined above for the following reasons:

- a. The birth of the employee’s child and to care for the child within one (1) year of the child’s birth;
- b. The placement of a child with the employee for adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child’s arrival;
- c. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition;
- d. The employee’s own serious health condition prevents him/her from performing the functions of his/her job.

2. Usage

- a. The employee shall give the Board thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize forms available in the office of the Treasurer.
- b. FMLA leave may be taken intermittently in accordance with law.
- c. The Board is responsible for notifying employees that it intends to designate leave, paid or unpaid, as FMLA leave-qualifying.

3. Insurance Continuation

The Board will maintain the employee’s coverage under its health insurance plan during the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the period of the leave. Failure of employees on approved leave to make timely payments of required contributions will result in such benefit being discontinued.

4. Forms

The Board will utilize forms provided by the U.S. Department of Labor.

I. Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent in conjunction with the Board of Education, to share one full-time position.

1. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
2. Partnerships must be formed by June 1.
3. Each teacher shall acquire one (1) year seniority for each year of job sharing worked.
4. A job sharing partnership shall last one (1) school year.
5. Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan showing in detail all particulars with respect to the job sharing arrangement proposed by them including the duties to be shared and the manner in which all duties are to be shared, the responsibilities to be shared and the manner in which they are to be shared.
6. Any individual wishing to return to full time employment must notify the Superintendent by the first day of the second semester. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated within the school district if such a vacancy exists. As part of this plan, both teachers shall agree in writing as to who is most senior should an additional vacancy not be available in which case "bumping rights" procedures shall prevail.
7. Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for the purposes of determining salary and fringe benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.
8. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner

cannot substitute, a qualified substitute shall be employed.

9. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.
10. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and the building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
11. Both teachers will be present for Open House and evening conferences. Teachers will work a full day on in-service and conference days and be compensated accordingly.

J. Bereavement Leave

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

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

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

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

K. Sick Leave Bank

A. Membership

- (1) The SLB is a voluntary program for participating bargaining unit members.
- (2) Only participating members may benefit from the program.
- (3) To become a participating member of the SLB, a bargaining unit member must donate one (1) sick day during the open enrollment period. The enrollment period shall be from Labor Day through October 1 each year. In addition to the required minimum above, teachers may donate up to an additional six (6) days of their accumulated sick leave
- (4) Donated days will be deducted from the second pay period in October.
- (5) Donated days are not returnable to the participating member, and the donation does

not count against the stipend for non-use of sick days.

- (6) At any time the amount of days in the SLB falls below seventy-five (75) days, all participating members of the SLB shall be required to donate one (1) additional day within thirty (30) days of receiving notification of the requirement to donate an additional day. Any participating member unwilling to contribute an additional day upon this request will forfeit the right to participate in the SLB and will be removed from SLB membership (7) Once the amount of days in the SLB reaches the level of three hundred (300) days, only new members to the SLB will be required to contribute in order to establish membership, except as provided in paragraph (6), above.

B. Qualifications for Use of the Sick Leave Bank

- (1) SLB days may be granted only in cases where a teacher is currently incapacitated due to an accident, catastrophic illness, or long-term illness of the teacher, his/her spouse or child.
- (2) All accumulated sick and personal leave must be exhausted before an individual is eligible for SLB days.
- (3) All unused days must be returned to the SLB.
- (4) Sick days earned during the absence will be accrued by the employee who uses the SLB.
- (5) SLB days will not be used in lieu of disability retirement.
- (6) Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive SLB days.
- (7) A member requesting SLB days for mental/emotional disability must be under the care of a licensed physician, psychiatrist, or psychologist and be involved in an active treatment plan.
- (8) SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.
- (9) No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the SLB.

C. Administrative Review

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

member, one (1) elementary bargaining unit member from Rock Creek and one (1) elementary bargaining unit member from Jefferson, appointed by the JATA President.

- (2) A participating member may draw upon the SLB by making application to the SLB Committee through the Superintendent's Office. The application must be presented to the SLB Committee for action. Action on the member's request will be by majority vote of the Committee within ten (10) working days of the request. The SLB Committee shall notify the Treasurer's Office in writing of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding, and not subject to the grievance procedure, court action, or any appeal. The Association agrees to indemnify and hold harmless the Board of Education from any and all claims, grievances, actions, or litigation involving the implementation and operation of the SLB, except for such matters which are expressly established as the Board of Education's responsibilities and/or duties in the Master Agreement regarding the SLB.
- (3) The minutes of each meeting of the SLB Committee will be provided to the Board's Treasurer.
- (4) Confidentiality – The SLB Committee shall take all necessary steps to insure the confidentiality of its decisions.
- (5) The SLB Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for SLB use.
- (6) In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

D. Distribution of Days from the SLB

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

XVI. PAYROLL DEDUCTIONS

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

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

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

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

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

E. Tax Sheltered Annuities:

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

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

2. 457(b) Deferred Compensation

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

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

XVII. PAYDAYS

A. Teaching Contracts

Payday will be every other Friday, consisting of twenty-six (26) checks in accordance with O.R.C. 3313.20. If payday falls on a holiday, checks will be delivered the last working day prior to the holiday. During recesses/ vacations, paychecks will be mailed (i.e., Christmas, spring recess, etc.) to their home address unless prior approval and arrangements are made with the Treasurer.

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

B. Extracurricular / Supplemental

1. All non-athletic supplemental contracts and / or stipends, excluding “in lieu of” and severance payments for service performed throughout the school year shall be paid in an employee’s regular paycheck with the employee choosing one of the following options:
 - a. Payment of the supplemental contract amount over the twenty-six (26) or twenty-seven (27) pays.
 - b. Payment on the second payroll in June upon completion of the job;
 - c. Payment of one-half on the second payroll in January, and one-half on the second payroll in June, upon completion of the job.
2. Payment of all non-athletic supplemental contracts for single events shall be paid in the employees’ regular paycheck at the completion of the job.
3. Payment of athletic supplemental contracts shall include the following options:
 - a. Payment of the supplemental contract over the twenty-six (26) or twenty-seven (27) pays;
 - b. Payment upon completion of the job;
 - c. Fall Sports – one-half on the first payroll in September, and one-half on the first payroll in December upon completion of the job;
 - d. Winter Sports – one-half on the first payroll in December, and one-half on the first payroll in March upon completion of the job;
 - e. Spring Sports – one-half on the first payroll in April, and one-half on the first payroll in June upon completion of the job.

4. Teachers on extended service supplemental contracts shall receive payment equally divided in twenty-six (26) or twenty-seven (27) installments in the regular check.
5. Completion of the job, as referenced in this article shall be defined as completing all scheduled events and end of season reports and evaluations as certified by the building principal.

XVIII. PERSONNEL FILE

- A. All teachers have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his designee present, during normal business hours. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his file within ten (10) days after notification to the employee. Upon request, the Superintendent will discuss the questioned material with the employee. If a disagreement over the question of obsolescence or inappropriateness still exists, it will be subject to the grievance procedure set forth herein and will be initiated at Step Three, however, no such grievance shall proceed beyond Step Four.
- B. All documents included in a teacher's file shall be dated and identifiable as to source.
- C. A teacher may request and shall receive a reproduction of any item in his/her file.
- D. All documents placed in a teacher's personnel file shall be signed by the teacher, or witness who witnesses the teacher's refusal to sign the document(s), to signify notification that he or she received a copy of the document. (Payroll related forms are exempt).

XIX. PROTECTION OF TEACHERS

A. General

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

B. Board Responsibility

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

C. Student Discipline

1. When the grossness or severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of a student in the classroom, or during other school related activities intolerable, an instructional staff member may exclude a student from a class in accordance with O.R.C. Section 3313.66.
2. Should an assault occur, teacher(s) will furnish the principal as promptly as their teaching obligation will allow full particulars of the incident in writing.
3. A complete investigation of the matter shall be conducted by the principal and his staff, and a report, including recommendations, shall be forwarded to the Superintendent and to the teacher involved.
4. To the extent permitted by law, the student shall not be returned to the class until after consultation by the principal with the teacher.

XX. REDUCTION IN FORCE/SENIORITY

A. Definition/Reasons for Reduction in Force

1. The Board may engage in a reduction in force (RIF) for the reasons defined in ORC 3319.17. A RIF is defined to mean a circumstance wherein the contract of a current bargaining unit member or members is suspended and does not apply to reductions in overall staffing due to attrition (i.e., where the Board does not fill positions vacated by resignation, retirement, death, non-renewal, etc.)
2. A RIF may only occur at the end of a school year and contract suspensions must be effective no earlier than the first work day of the next school year. For this section school year is defined as days teachers are scheduled to be at work. Prior to the implementation of a RIF, the Board shall consider all teachers who may be eligible for continuing contract.

B. Notification

1. When the Board is contemplating the suspension of any bargaining unit member's primary contract, it will notify the Association President no later than April 30 in writing. The notice will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. Within ten (10) days of the notice being delivered, a meeting shall be held between representatives of the JATA and the Superintendent/Board to review appropriate data and discuss the need for a RIF Program.
2. The number of bargaining unit members whose contracts are suspended shall be kept to a minimum by first abolishing positions held by teachers who are leaving the District due to retirement, resignation, non-renewal, termination, or death. Nothing herein shall be deemed to affect the authority of the Superintendent to transfer staff in accordance with law and consistent with this Agreement.
3. As appropriate, the Superintendent will utilize his/her authority to assign and transfer bargaining unit members with proper licensure/certification in order to minimize the number of bargaining unit members whose contracts are suspended and, to the extent feasible, assure that employees with the least seniority are affected by the reduction.
4. To the extent that reductions are not achieved through attrition reductions shall be achieved by the suspension of teaching contracts in accordance with O.R.C. 3319.17 and this Agreement. Within each area of certification/licensure affected, any reduction in force not achieved by attrition will be accomplished by first, suspending the teaching contract of teachers with limited teaching contracts and second, by suspending continuing teaching contracts. The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of reduction in force decisions made during the term of this contract all teachers will be deemed "comparable".
5. Each bargaining unit member shall be placed on the seniority lists in each of the teaching fields in which the member is certificated/licensed.

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

C. Recall

1. Any bargaining unit member whose contract is suspended will remain on a recall list for twenty-four (24) months after the effective date of the reduction. Exceptions to the provision will occur only if the bargaining unit member:
 - a. waives recall rights in writing;
 - b. resigns; or
 - c. takes full-time employment with another district; or
 - d. fails to accept a recall to a position for which he/she is licensed/certificated.
2. All benefits to which a bargaining unit member was entitled at the time of contract suspension including unused sick leave, will be restored upon his/her return to employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education.
3. A bargaining unit member will not receive increment credit for time spent on contract suspension, nor will such time count toward the fulfillment of time required for acquiring tenure.
4. When there is a vacancy, a bargaining unit member whose contract has been suspended will be recalled prior to posting and filling the vacancy with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of recall all teachers will be deemed “comparable”, if they were RIF’d prior to or during the term of this contract for the remainder of their time on the recall list.
5. A bargaining unit member will be notified of recall by certified mail and telephone at his/her last known address. Failure to accept the offer of recall within two (2) weeks of the date of its mailing will result in a waiver of reinstatement.
6. No bargaining unit member new to the District will be employed for a position until all properly certificated/licensed RIF’d bargaining unit members on the recall list have been offered said position and have rejected or otherwise waived their right to that position.
7. A bargaining unit member on the RIF list will be given priority consideration as a substitute in the District.

8. Laid off teachers shall have the right to pay the appropriate premium for group life, hospitalization and other group insurance benefits in accordance with COBRA.
9. The Board of Education shall not contest unemployment compensation requests by employees whose contracts are suspended due to a RIF unless the employee, for a reason other than their RIF status, is otherwise ineligible for unemployment compensation.

D. Seniority

1. Seniority refers to the length of the most recent period of continuous JATA bargaining unit service in the Jefferson Area Local School District including military service.
2. Seniority begins on the date an employee assumes the duties of his/her position. If two employees have the same beginning date, the tie shall be broken by
 - a. The date of Board action to employ then by;
 - b. The date on which the teacher's initial signed contract was received in the Treasurer's office, then by;
 - c. Total years of teaching experience, then by;
 - d. The final four (4) digits of the individuals' social security number with the lowest number being first.
3. Length of continuous service will not be interrupted by authorized leaves of absence (paid or unpaid).
4. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.
5. For purposes of RIF, teachers with limited contracts will have their contracts suspended before those with continuing contract status as set forth above.
6. Five (5) copies of the seniority list will be provided to a JATA representative in each building and one (1) copy to the JATA President no later than October 31 of each year. The seniority list shall include all certification/license areas held by each employee, contract status and the date of the most recent hiring.
7. Any inaccuracies shall be reported to the Superintendent prior to December 15th in each year. The Superintendent shall have ten (10) working days to respond to the alleged inaccuracy. Any unresolved inaccuracies shall be subject to resolution through the grievance procedure.

XXI. SALARY, INDEX, AND OTHER MONEY ITEMS

A. Extra-Curricular

1. Extra-curricular and Co-curricular Assignments

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

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

2. Supplemental Contract Compensation

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

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

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

B. Good Attendance Stipend

Any teacher within the district who is absent from school zero days (calamity days not included) within a school year shall receive a stipend equal to two (2) days of the teacher's daily rate of pay. Any teacher within the district who is absent from school less than four (4) days (calamity days not included) within a school year shall receive a stipend equal to one (1) day of the teacher's daily rate. If a teacher is absent more than four (4) days in a year but zero (0) to two (2) days in a semester, they will receive a stipend equal to one-half (1/2) day of the teacher's daily rate.

Said stipend shall be paid prior to July 15 following completion of school year.

C. Professional Growth

The Board will appropriate twelve thousand dollars (\$12,000) for the specific purpose of reimbursement to certified staff in the bargaining unit for successful completion of post graduate course work that is directly related to the teacher's assignment or subject area of certification on the teaching certificate and/or the Board approved continuous improvement plan. Courses not meeting the above purpose must have prior approval by the Superintendent to qualify for reimbursement under this section. (A committee composed of the JATA President, Superintendent, one high school teacher, and one elementary teacher (teachers chosen by the first two members) shall establish guidelines for such reimbursement annually).

Graduate classes completed by August 31 of each year will be considered for reimbursement in November following completion of the coursework (e.g., coursework completed on or before August 31, 2011 will be paid in November 2011, while coursework completed on or after September 1, 2011 will be considered and paid in November 2012). Verification of successful completion (transcript) of the post graduate work must be made to the Superintendent's office by October 1 to receive reimbursement. Payment will be made during the month of November.

D. Severance Pay Options

1. Employees of the Jefferson Area Local School District who accept service retirement benefits from the State of Ohio Teacher Retirement System (O.R.C. 3307) shall be granted a severance payment according to the following guidelines:
 - a. Upon service retirement, an employee shall be eligible for one-fourth (1/4) of the employee's accrued but unused sick leave to a maximum payment of eighty-one (81) days. Employees who are eligible for service retirement at any time after the beginning of a school year and/or who notify the Board before March 15 with written notification of their intent to retire at the end of the calendar year will receive an additional stipend of one thousand, five hundred (\$1500) dollars.
 - b. Payment shall be based upon the employee's rate of pay at the time of retirement.
 - c. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement.

- d. An employee's eligibility for severance pay, under this section, shall be determined as of the final date of employment. The criteria are as follows:
 1. The employee resigns for the purpose of service retirement from the Jefferson Area Local School District.
 2. Retirement shall be defined as meeting the qualifications for service retirement stated in O.R.C. 3307.
 3. The employee electing to retire must be eligible for service retirement as of his/her last date of employment.
 4. To receive the severance payment, the employee must provide the Treasurer's Office with a copy of the employee's STRS retirement statement dated July 1 or later. Upon providing this proof of retirement, the employee's entire severance payment will be deposited into an IRS 403b program. This payment will be made within 30 days after proof of retirement is provided to the Treasurer's Office.
 5. The retiree will be notified in writing of the transfer of funds.
2. Employees of the Jefferson Area Local School District who resign following the completion of twenty (20) continuous years of service to the District, and who are not eligible for service retirement under STRS, shall be granted a severance payment according to the following guidelines:
 - a. Upon resignation following the completion of twenty (20) continuous years of service to the District, and not eligible for retirement under STRS, an employee shall be eligible for one-fifth (1/5) of the employee's accrued but unused sick leave according to the following schedule to a maximum payment of fifty four (54) days. Eligible employees who resign by the end of the calendar year will receive an additional stipend of one thousand five hundred (\$1500) dollars.
 - b. Payment shall be based upon the employee's rate of pay at the time of resignation.
 - c. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time of resignation. Such payment shall be made only once to an employee.
 - d. An employee's eligibility for severance pay, under this section, shall be determined as of the final date of employment.
 - e. The employee's entire severance payment will be deposited into an IRS 403b. This payment will be made within thirty (30) days following Board action on the resignation.
3. If an employee has served the District for twenty-five (25) consecutive years or more, and

meets the requirements for retirement as set forth by the STRS; and an employee dies before his/her scheduled date of retirement; the employee's estate or indicated beneficiary shall receive any and all severance benefits the employee would have received according to this article.

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

All severance monies will be subject to IRS tax regulations.

E. Temporary Assignment

At the beginning of the school year the principal shall ask for a list of volunteers for period substitution. When the principal needs a substitute for a period, the principal shall ask those on said list first. Substitutes for period replacement shall be fairly and equally distributed among the staff that volunteers. Every effort will be made to select a teacher from the same grade level/department of the teacher who is absent. Any teacher who substitutes shall be reimbursed twenty dollars (\$20) per period. Payment for temporary assignments will be made the first pay in December and in the first pay in June.

F. Salary Index (Appendix C)

Effective July 1, 2012 a 0% increase on the current BA base for the 2012-2013 school year. No bargaining unit member will receive an experience credit step for the 2012-2013 school year. All bargaining unit members will receive educational credit pursuant to the terms of this agreement.

All salary schedules and indexes shall remain as current contract language.

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

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

G. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the Tax Deferred 403(b) Annuity Plan for Government Employees" Document 403(b) with terms that comply with the requirements of this Paragraph.
2. The terms of the 403(b) Plan shall include the following:
 - a. Participation in the 403(b) Plan shall be mandatory for any teacher actively employed

- on or after September 1, 2004, who would be entitled to severance pay under Article XXI Section D who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired / rehired teacher, resigns.
- b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) in an amount equal to the total amount of the Participant's severance pay in accordance with Article XXI Section D.
 - c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article XXI Section D regarding the payment of severance pay; provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.
 - d. A teacher who is a participant in the 403 (b) Plan shall complete a 403 (b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance and / or retirement incentive pay shall be made to the 403 (b) Plan.
 - e. If a teacher is entitled to have a contribution paid to the 403 (b) Plan and dies prior to such contribution being paid to the 403 (b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403 (b) Plan.
 - f. The Plan year of the 403 (b) Plan shall be the calendar year.
 - g. After adoption of the 403 (b) Plan, any administrative fees shall be borne by the 403 (b) Plan Participants.
3. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403 (b) Plan will continue to be eligible for any and all severance payments and / or retirement incentive payments in accordance with Article XXI Section D. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403 (b) (a "TSA") as permitted by law and Board policy.
 4. All contributions to the 403 (b) Plan, all deferrals to a TSA, and all check payment to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the JATA guarantees any tax results associated with the 403 (b) Plan, deferrals to a TSA or check payment made to a teacher.

H. Criminal Background Checks

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

XXII. SCHOOL YEAR AND SCHOOL DAY

A. School Year

1. Number of Teacher Days

The school year consists of 183 professional days (exclusive of extended service), and pursuant to any Ohio law changes, shall include calamity days when approved by the Board and the Department of Education, and all state required instructional days being served as specified in Board adopted or revised calendar.

178	Student Days
2	Parent-Teacher Conference Days or the equivalent thereof
1	Orientation day scheduled prior to the first student day that will include up to two (2) hours of administrator meetings with the remainder of the day for individual teacher room preparation and planning
2	Record days, one (1) day at the end of each semester
<hr/>	
183	

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

2. Calendar

The president of JATA is to appoint a committee by January 10 of each year to work with the Superintendent to prepare a calendar for recommended adoption by the Area Schools and Ashtabula County Joint Vocational School and the Jefferson Area Board of Education. The President of JATA and the Superintendent will jointly schedule early release in-service dates by September 15 each school year.

B. School Day

1. Length of School Day

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

As scheduled at the beginning of the year, Tuesdays shall be the day set aside biweekly in elementary buildings and Thursdays in the secondary school for the purpose of staff, departmental, and/or grade level meetings. Unless special conditions would dictate a great need, it is recommended that individual staff members should not, normally, have more than two (2) scheduled one-hour meetings per month.

2. Lunch Period

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

3. Planning Period

Teachers will be permitted to leave school property during their planning period for school business with principal approval. If a building administrator is not available at the time of departure from the building, teachers must sign out in the office and provide information regarding the time, destination, purpose and time of expected return.

4. Duties Outside the School Day

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

Elementary teachers will be required to attend the scheduled parent orientation outside of their workday as part of their contract year.

Secondary bargaining unit members may be required to chaperone one (1) event outside of their workday as part of their contract year.

C. Parent-Teacher Conferences

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

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

- a. Either by staggering the starting times of the elementary schools or the secondary, or
- b. By staggering the times of parent/teacher conferences of teachers wishing to attend a parent-teacher conference in another building or school district.

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

XXIII. VACANCY AND TRANSFERS

A. Vacancy

1. A vacancy shall be defined as a bargaining unit position that is either newly created or which is unfilled because of death, retirement, resignation, termination, non-renewal, or transfer and which the Board intends to fill.
2. Notification of Vacancy
 - a. During the school year, notice of vacancy shall be sent to each school and posted in the faculty room and office for seven (7) school days in advance of filling such vacancy. Said notice shall be posted within ten (10) days upon acceptance of a resignation/retirement of a teacher holding a position which the Board intends to fill.
 - b. During the summer recess, no vacancy will be permanently filled until the notice has been posted for seven (7) days except from June 1 through August 31 during which time the notice shall be mailed either in a paycheck or in a separate mailing for five (5) days.
 - c. Procedure for filling vacancies occurring during the school year:

When an unanticipated vacancy occurs after September 15, the position will be filled by a substitute for the remainder of the school year. That position will be advertised according to the Contract (Section XXIII). The positions which are vacated as a result of the filling of the initial vacancy shall be advertised by the same procedure. The successful candidates will then be notified by mail that they will be hired for those positions, effective the following school year. The final position will then be filled using the procedure in Section XXIII prior to the end of the school year.

3. Basis of Determination

- a. Teachers who desire to bid or make application for the vacancy shall submit a written request to the Superintendent and Building Principal.
- b. Teachers under regular contract will be given first consideration over applicants outside the school district when filling a vacancy. This will include those teachers who have requested a change or transfer for the vacant position in writing in accordance with Paragraph B, below.

B. Voluntary Transfer

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

C. Involuntary Transfer

1. At the time it is necessary to make an involuntary transfer, the area of competence, major or minor field of study, length of service in the system, length of service in the building, length of service in the grade level or subject, performance, certification/licensure and other relevant factors shall be considered.
2. An involuntarily transferred teacher may, at the discretion of the Superintendent, be transferred back to his/her previous position, if available, the subsequent school year, under the voluntary transfer provisions of this Article.
3. Principal initiated: Any teacher recommended for transfer to another building and/or subject area shall be personally informed by his/her principal of the principal's rationale for this transfer.

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

4. The highest professional standards will be maintained in this area of teacher-administrative relations.
5. Any teacher who is being assigned involuntarily to a new building and/or subject area may request a conference with the Superintendent.

XXIV. THE EFFECTS OF THE CONTRACT

- A. The contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Chapter 4117 of the Ohio Revised Code). Should any provision become inoperative, either party may request a meeting to be held in ten (10) calendar days to renegotiate such provisions.
- B. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. This Agreement supersedes and cancels all previous Agreements, oral or written between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties.

XXV. CONSULTING TEACHER PROGRAM

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

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

XXVI. TEACHER EDUCATION, CERTIFICATION, AND LICENSURE

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

XXVII. EMPLOYMENT OF RETIRED TEACHERS

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

- a. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Jefferson Area Local Schools.
- b. The re-employed teacher shall be eligible for Board insurance as any other similarly situated bargaining unit member. The re-employed teacher is not eligible for any opt out or in lieu of payments for insurances.
- c. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at the discretion of the Board as long as credit for years of service is consistent with the terms of the collective bargaining agreement (Article X, Paragraph H). Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Jefferson Area Local School District Board of Education shall be as if such teacher was new to the District and therefore will be at the discretion of the Board as long as credit for years of service is consistent with the terms of the collective bargaining agreement for newly hired teachers not previously employed by the Board (Article X, Paragraph H). Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
- d. Seniority for retired teachers newly hired by the Board as well as for Jefferson Area Local teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.
- e. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.
- f. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article XX.
- g. There will be no severance or retirement incentive pay available for retired teachers employed by the Board.
- h. Teachers employed by the Board after retirement will be given one-year limited contracts only, and such individuals are not subject to the evaluation provisions of the collective bargaining agreement. Non-renewal of such teachers will be accomplished through written notice to the teacher on or before April 30th of any year of the Board's intention not to renew their limited contract of employment. Other than the failure of the Board to provide such written notification to such teachers prior to that date, the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise and the Association agrees not to contest any waiver

of rights executed by the employee at the time of hire. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

- i. The re-employed teacher shall commence his/her employment with zero sick leave pursuant to Article XV.
- j. The number of re-employed teachers shall not exceed five percent (5%) of the total bargaining unit.
- k. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

XXVIII. DURATION OF CONTRACT

The contract shall be effective at 12:01 a.m. on July 1, 2012 and remain in full force and effect through June 30, 2013.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Sara Krisher 10-5-12
President, Affiliate Date

Patricia Haysom 10-16-12
President, Board of Education Date

Terry Moody 10-5-12
Bargaining Chairperson Date

Darryl Gladek 10/8/12
Superintendent Date

[Signature] 10/5/12
Bargaining Team Date

Connie Brockway 10/8/12
Treasurer Date

[Signature]
Chief Spokesperson Date

[Signature]
Chief Spokesperson Date

APPENDIX A

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

STEP 1 INFORMAL MEETING

Building	Assignment	Date of Meeting
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Persons Present: _____

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. ____/____

Distribution of Form, Step 2

- 1. Superintendent
- 2. Principal
- 3. Grievant
- 4. JATA

**GRIEVANCE REPORT
STEP 2**

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

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance: Article # _____ Section _____

Relief Sought _____

Date

Signature of Grievant

Date

Signature of Association Rep.

C. Disposition by Principal _____

Date

Signature of Supervisor

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

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. ____/____

Distribution of Form, Step 4

- 1. Superintendent
- 2. Principal
- 3. Grievant
- 4. JATA

**GRIEVANCE REPORT
STEP 4**

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

A. Position of Grievant and/or Association _____

Date

Signature of Grievant

Date

Signature of Association Rep.

B. Date received by Jefferson Board of Education _____

C. Disposition by Board _____

Date

Signature

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

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. ____/____

Distribution of Form, Step 4

- 1. Superintendent
- 2. Principal
- 3. Grievant
- 4. JATA

**GRIEVANCE REPORT
STEP 5**

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

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

Date Signature of Grievant

Date Signature of Association Rep.

B. Date submitted to arbitrator _____

C. Disposition and award of arbitrator _____

Date Signature

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

Appendix B

Jefferson Area Local Schools Teacher Observation/Evaluation Guidelines

Observation Checklist

Domain A: Planning and Preparation

Organization content knowledge for student learning

- A.1 Familiar with students' background knowledge and experiences
- A.2 Clear learning goals that are appropriate to the students
- A.3 Connections between past, current, and future content
- A.4 Teaching methods, learning activities, instructional materials appropriate
- A.5 Assessment appropriate for students & lesson

Domain B: Classroom Environment

Create an environment for student learning

- B.1 Classroom promotes: fairness, consistent standards of behavior, challenging learning expectations, and safety
- B.2 Establishing and maintaining rapport with students
- B.3 Communicate challenging learning expectations
- B.4 Consistent standards of classroom behavior
- B.5 Physical environment safe and conducive to learning

Domain C: Classroom Instruction

Helping students connect with content

- C.1 Learning goals and instructional procedures clear to students
- C.2 Making content comprehensible to students
- C.3 Encouraging students to extend thinking
- C.4 Monitoring student's understanding of content

Domain D: Professionalism and Reflection

Teacher Professionalism

- D.1 Effective use of instructional time
- D.2 Reflecting on lesson and if learning goals were met
- D.3 Sense of efficacy
- D.4 Professional relationships to share teaching insights and professional development activities
- D.5 Communications with parents/guardians about student learning

Domain E: Technology Usage *

* This domain will be for informational purposes only and will not be included in the formal observation/evaluations.

Uses technology to enhance teaching

- E.1 Uses technology to expand lesson
- E.2 Technology used to extend thinking
- E.3 Uses technology to support and enhance student learning
- E.4 Evaluates role of technology and effectiveness in the lesson
- E.5 Use of email, web pages, etc.

Evaluation Process

Limited One Year contract	Minimum 4 observations and 2 evaluations every year
Five Years or more experience	Maximum of 4 observations and 2 evaluations every Year unless deficiencies are noted
Two Year Contract	2 observations and 1 evaluation every two years
Three Year Contract	2 observations and 1 evaluation every three years
Continuing Contract	2 observations and 1 evaluation every three years

Scoring Rubrics

Needs Improvement	1-1.5
Basic	2
Proficient	2.5-3.0
Distinguished	3.5

Domain scoring that averages below the basic level (2.0) will require a PIP for that domain.

Jefferson Area Local Schools

PRE-OBSERVATION INSTRUCTIONAL PLAN CONFERENCE

Evaluatee:

Date:

1. What do you want the students to learn? Please list the strands/benchmarks/indicators /domains from the Academic Content Standards.

2. How do you plan to engage each student in the content? What will you do? What will the students do?

3. What difficulties have students typically experienced in this area? How do you plan to anticipate these difficulties? How does the content of this lesson relate to what the students will be learning in the future?

4. What instructional materials or other resources, if any, will you use? Why do you feel this is effective for this lesson?

5. How do you plan to assess student achievement of the goals? What procedure(s) will you use? Attach any tests or performance tasks and rubrics. How do you plan to use the results of the assessment?

6. How do you integrate technology into your lessons?

7. How could your personal strengths and weaknesses impact this lesson?

Jefferson Area Local Schools
OBSERVATION FORM

Evaluatee:

Grade / Subject:

Evaluator:

Date:

Building Assignment:

Observation Number 1 2

EVALUATOR – SUMMARY COMMENTS:

EVALUATEE - SUMMARY COMMENTS:

Evaluator's Signature Date

Evaluatee's Signature Date

A4 Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson	Score:
	COMMENTS:
A5 Creating or selecting evaluation strategies that are appropriate for the students ad that are aligned with the goals of the lesson	Score:
	COMMENTS:

Jefferson Area Local Schools
OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

DOMAIN D:

Levels of Performance

PROFESSIONAL RESPONSIBILITY: Needs improvement 1.0 – 1.5 Basic 2.0 Proficient 2.5 – 3.0 Distinguished 3.5

COMPONENTS

D1 Reflecting on the extent to which the learning goals were met	Score:
	COMMENTS:
D2 Demonstrating a sense of efficacy	Score:
	COMMENTS:
D3 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students	Score:
	COMMENTS:
D4 Communicating with parents or guardians about student learning	Score:
	COMMENTS:

Jefferson Area Local Schools
FINAL EVALUATION FORM

Evaluatee:

Grade / Subject:

Evaluator:

Date:

Building Assignment:

Evaluation Number: 1 of 1 1 of 2 2 of 2

DOMAINS	
A. Planning & Preparation	D. Professional Responsibility
B. Classroom Environment	
C. Instruction	

Please type numbers in the charts below.

DOMAIN A	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

DOMAIN B	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

DOMAIN C	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

DOMAIN D	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

Evaluator's Signature

Date

Evaluatee's Signature

Date

GUIDELINES FOR PIP PROEDURES

1. All parties are to remember that this process is first and foremost a collaborative effort to improve classroom instruction for the students of the Jefferson Area Local Schools.
2. The Performance Improvement plan **must** be mutually developed in an atmosphere of collaborative effort to improve instruction.
3. The evaluatee is expected to take a full and active role in the development and execution of this plan.
4. In the event that agreement cannot be reached on a plan by the evaluator and evaluatee, a request for third party involvement may be made by either / or both party/ies to assist in the development and execution of the plan.
5. Communication between the evaluator and evaluatee should be frequent, professional, and constructive.
6. Professional development resources, instructional resources and the use of peer instructional models and/or mentors are to be made available to any evaluatee involved in a Performance Improvement Plan and shall follow the evaluatee and be modified as necessary in the new setting.
7. Evaluatees are to be given adequate time to affect the change necessary to reach professional status. This means that Performance Improvement Plans may be in place for more than one (1) instructional year, but not to exceed two (2) instructional years. The Plan may be modified as often as deemed appropriate or necessary by the evaluator and/or evaluatee. Should a building transfer be affected, this Performance Improvement Plan shall follow the evaluatee and be modified as necessary in the new setting.
8. Should a disagreement arise over the amount of progress achieved on a plan again third parties could be requested to facilitate/mediate the process.
9. Evaluation may be performed yearly per request of evaluatee and/or evaluator.

Jefferson Area Local Schools
PERFORMANCE IMPROVEMENT PLAN

Evaluatee:

Date:

Evaluator:

Additional Plan Participants:

Indicate by number, letter and description the observation area(s) to be addressed:

THIS PLAN IS TO BE **MUTALLY** DEVELOPED BY THE EVALUATOR AND THE EVALUATEE!

Performance improvement objectives:

Planned assistance:

Evaluation criteria:

Target date for the initial plan follow-up:

Evaluatee Signature

Date

Evaluator Signature

Date

Jefferson Area Local Schools
PERFORMANCE IMPROVEMENT PLAN
CONFERENCE SUMMARY SHEET

Follow-Up Conference:

Date:

Evaluator's Comments:

| Evaluee's Comments:

Evaluator Signature

Date

Evaluee Signature

Date

Target date for next follow-up conference:

Follow-Up Conference:

Date:

Evaluator's Comments:

| Evaluee's Comments:

Evaluator Signature

Date

Evaluee Signature

Date

Target date for next follow-up conference:

Jefferson Area Local Schools
Teacher Observation/Evaluation
Scoring Matrices

Evaluation Process

Limited One Year contract	Minimum 4 observations and 2 evaluations every year
Five Years or more experience	Maximum of 4 observations and 2 evaluations every year unless deficiencies are noted
Two Year Contract	2 observations and 1 evaluation every two years
Three Year Contract	2 observations and 1 evaluation every three years
Continuing Contract	2 observations and 1 evaluation every three years

Scoring Rubrics

Needs Improvement	1-1.5
Basic	2
Proficient	2.5-3.0
Distinguished	3.5

Domain scoring that averages below the basic level (2.0) will require a PIP for that domain.

Domain A: Planning and Preparation

A.1 Becoming familiar with relevant aspects of students' background knowledge and experiences.

Scoring Rules

- 1.0 The teacher demonstrates a lack of understanding of why it is important to become familiar with students' background experiences, does not know how to find this information, and lacks familiarity with students' background experiences.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher demonstrates some understanding of why it is important to become familiar with students' background experiences, describes on procedure used to obtain this information and has some familiarity with the background knowledge and experiences of students in the class.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher demonstrates a comprehensive understanding of why it is important to become familiar with students' background experiences, describes several procedures used to obtain this information, and demonstrates a clear understanding of students' background knowledge.
- 3.5 Above level 3.0.

	Understanding of importance of becoming familiar	Knowledge of how to become familiar	Level of understanding of students' background experiences
1.0	Lacks understanding	Doesn't know how	Lacks familiarity
2.0	Some understanding	Describes one procedure used	Some familiarity
3.0	Comprehensive understanding	Describes several procedures used	Clear understanding

A.2 Articulating clear learning goals for the lesson that are appropriate to the students.

Scoring Rules

- 1.0 The teacher does not articulate clear learning goals

Or

the teacher has chosen goals that are inappropriate for the students.

- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher articulates clear learning goals that are appropriate for the students.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher articulates clear learning goals and provides a well-thought-out explanation of why they are appropriate for the students.

Or

The teacher articulates clear learning goals that are appropriate to the students and are differentiated for groups or individual students in the class.

- 3.5 Above level 3.0.

	Plans for systematic evaluation	Appropriateness for goals and students	Use of results for planning
1.0	Not provided	Inappropriate for goals or students	N/A
2.0	Provided and systematic	Appropriate for goals and students	N/A
3.0	Provided and systematic	Appropriate for goals and students	Describes how will use

A.3 Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.

Scoring Rules

- 1.0 The teacher does not explain how the content of this lesson relates to the content of previous or future lessons

Or

the explanation given is illogical or inaccurate.

- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher articulates accurately explains how the content of this lesson relates to the content of previous or future lessons.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 In addition to the requirement for level 2.0, the teacher accurately explains how the content of this lesson fits within the structure of the discipline.
- 3.5 Above level 3.0.

	Explanation of relation to previous and future lessons	Fit within structure of discipline
1.0	Doesn't explain or explanation is illogical	N/A
2.0	Explains previous or future accurately	N/A
3.0	Explains previous or future accurately	Explains accurately

A.4 Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.

Scoring Rules

1.0 The teacher chooses methods, activities, or materials* that are unrelated to the goals of the lesson

Or

the methods, activities, or materials* are clearly not appropriate to the students.

1.5 Above level 1.0, but below level 2.0.

2.0 The teacher chooses methods, activities, and materials* that are aligned with the goals of the lesson and that are appropriate to the students in general.

2.5 Above level 2.0, but below level 3.0.

3.0 In addition to the requirement for level 2.0, the teacher chooses methods, activities, and materials* that allow a differentiated learning experience for individuals or groups of students.

3.5 Above level 3.0.

*"Materials" includes all resources that the teacher might use. If the lesson requires no materials, there is no penalty to the teacher for not using them.

	Alignment with goals	Appropriateness for students
1.0	Unrelated	Or Inappropriate
2.0	Aligned with goals	Appropriate to students in general
3.0	Aligned with goals	Allow for differentiated learning experiences Or Sound explanation of why single method or activity is appropriate

A.5 Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

Scoring Rules

1.0 The teacher has not provided for systematically evaluating student learning

Or

the evaluation planned is clearly inappropriate either to the goals of the lesson or to the students.

1.5 Above level 1.0, but below level 2.0.

2.0 The teacher has a plan for systematically evaluating student learning that is aligned with the goals of the lesson and appropriate to the students.

2.5 Above level 2.0, but below level 3.0.

3.0 In addition to the requirement for level 2.0, the teacher can describe how he or she will use the results of the evaluation in planning future.

3.5 Above level 3.0.

	Plan for systematic evaluation	Appropriateness for goals and students	Use of results for planning
1.0	Not provided Or	Inappropriate for goals or students	N/A
2.0	Provided and systematic	Appropriate for goals and students	N/A
3.0	Provided and systematic	Appropriate for goals and students	Describes how will use

Domain B: Classroom Environment

B.1 Creating a climate that promotes fairness.

Scoring Rules

1.0 The teacher is unfair in the treatment of students

Or

the teacher tolerates obviously unfair behavior among students.

1.5 Above level 1.0, but below level 2.0.

2.0 The teacher is fair in the treatment of students and does not accept obviously unfair behavior among students.

2.5 Above level 2.0, but below level 3.0.

3.0 The teacher is fair in the treatment of students and actively encourages fairness among students.

3.5 Above level 3.0.

	Teacher treatment of students	Teacher handling of fairness among students
1.0	Unfair to students Or	Tolerates obviously unfair behavior among students
2.0	Fair to students	Does not accept obviously unfair behavior among students
3.0	Fair to students	Actively encourages fairness among students

B.2 Establishing and maintaining rapport with students.

Scoring Rules

1.0 The teacher does not attempt to establish rapport with students

Or

the teacher's attempts are inappropriate.

1.5 Above level 1.0, but below level 2.0.

- 2.0 The teacher establishes a basic level of rapport with the students.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher successfully establishes rapport in ways that are appropriate to students' diverse backgrounds and needs.
- 3.5 Above level 3.0.

	Establishment of rapport	Appropriateness to students
1.0	No attempt is made	Or Attempts made are inappropriate
2.0	Basic level of rapport is established	Generally appropriate, not diversified
3.0	Attempts to establish rapport are successful	Appropriate to students' diverse needs and backgrounds

B.3 Communicating challenging learning expectations to each student.

Scoring Rules

- 1.0 The teacher communicates explicitly or implicitly to individuals, to groups within the class, or to the class as a whole that they are incapable of learning or that the teacher's expectations for their learning are very low.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher does nothing to communicate to any student that he or she is incapable of meeting learning expectations.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher actively encourages students to meet challenging learning expectations.
- 3.5 Above level 3.0

	Explicit or implicit communication to class, groups, or any individual about learning expectations
1.0	Communicates low expectations
2.0	Neutral; no negative effects
3.0	Actively encourages students to meet challenging expectations

B.4 Establishing and maintaining consistent standards of classroom behavior.

Scoring Rules

1.0 The teacher makes no attempt to respond to disruptive behavior

Or

the teacher’s response to disruptive behavior does not demonstrate respect for the students.

1.5 Above level 1.0, but below level 2.0.

2.0 The teacher makes appropriate attempts to respond to disruptive behavior in ways that demonstrate respect for the students

Or

there is no disruptive behavior during the lesson.

2.5 Above level 2.0, but below level 3.0.

3.0 In addition to the requirement for level 2.0, the teacher responds to minor misbehavior consistently and with reasonable success, in ways that demonstrate respect for students

Or

Student behavior during the lesson is consistently appropriate.

3.5 Above level 3.0.

	Response to behavior	Respect for students
1.0	No attempt to respond to disruptive behavior	Response doesn’t demonstrate respect
2.0	Appropriate attempts to respond to disruptive behavior No disruptive behavior	Attempts to respond Demonstrate respect
3.0	Consistent reasonable successful responses to disruptive behavior and minor misbehavior Student behavior consistently appropriate	Responses demonstrate respect

B.5 Making the physical environment as safe and conducive to learning as possible.

Scoring Rules

1.0 The teacher allows the physical environment to be unsafe

Or

the teacher allows the physical environment to interfere with learning.

1.5 Above level 1.0, but below level 2.0.

2.0 The teacher creates a physical environment that is safe and does not interfere with learning.

2.5 Above level 2.0, but below level 3.0.

3.0 The teacher uses the physical environment as a resource to facilitate learning. Provisions are made to accommodate all students, including those with special needs. If the teacher does not control the physical environment, he or she effectively adjusts the activities to the existing physical environment.

3.5 Above level 3.0.

	Safe	Conduciveness to learning
1.0	Allows unsafe conditions	Or Allows to interfere with learning
2.0	Safe	Doesn't interfere with learning
3.0	Safe	Used as a resource and all students' need accommodated
	Or Cannot control conditions but effectively adjusts activities for environment	

Domain C: Classroom Instruction

C.1 Making learning goals and instructional procedures clear to students.

Scoring Rules

- 1.0 The teacher provides the students with no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The students receive accurate information about the learning goals. The teacher provides the students with clear, accurate information about the instructional procedures for the lesson, and most of the students seem to understand.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 In addition to the requirements for level 2.0, the students seem to understand the learning goals fully. The teacher ensures that all students, including those who may initially have trouble, understand and can carry out the instructional procedures for the lesson.
- 3.5 Above level 3.0.

	Learning goals		Instructional procedures
1.0	Students receive no information, confusing information, or inaccurate information about goals	Or	Students receive no information confusing information, or information about instructional procedures
2.0	Students receive accurate information		Teacher provides clean, accurate information; most students seem to understand
3.0	Students receive accurate information and seem to understand fully		All students, including those who have trouble initially, can carry out

C.2 Making content comprehensible to students.

Scoring Rules

- 1.0 The content appears to be incomprehensible to the students
- Or
- the lesson contains substantive inaccuracies.

- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The content is accurate and appears to be comprehensible to the students.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 In addition to the requirements for level 2.0, the lesson as a whole has a logical and coherent structure.
- 3.5 Above level 3.0.

	Accuracy of content	Comprehensibility of content	Lesson Structure
1.0	Inaccurate Or	Appears incomprehensible	N/A
2.0	Accurate	Appears comprehensible	N/A
3.0	Accurate	Appears comprehensible	Logical and coherent

C.3 Encouraging students to extend their thinking.

Scoring Rules

- 1.0 The teacher discourages students from thinking independently, creatively, or critically.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher encourages students to think independently, creatively, or critically in the context of the content being studied.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher actively encourages students to meet challenging learning expectations.
- 3.5 Above level 3.0.

	Encouragement of independent, creative, or critical thinking
1.0	Discourages
2.0	Encourages within existing context of lesson
3.0	Encourages through activities or strategies designed or chose with this intent

C.4 Monitoring students’ understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.

Scoring Rules

- 1.0 The teacher makes no attempt to determine whether students are understanding and give them no feedback.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher monitors the students’ understanding of the content. The students receive feedback as necessary.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher monitors individual students’ or groups of students’ understanding of the content and makes appropriate instructional adjustment if necessary. If appropriate, students receive substantive and specific feedback.
- 3.5 Above level 3.0.

	Monitoring	Providing feedback	Adjusting
1.0	No attempt	Not provided	N/A
2.0	Monitors understanding	Provides as necessary	N/A
3.0	Monitors individuals’ or groups’ understanding	Provides as necessary/ substantive and specific	Adjusts as necessary

C.5 Uses instructional time effectively.

Scoring Rules

- 1.0 Substantial amounts of instructional time are spent on activities of little instructional value

Or

the pacing of the lesson is inappropriate to the content and/or the students.

- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The pacing of the lesson is appropriate for most of the students. Non-instructional procedural matters do not occupy an excessive amount of time.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher provides students with activities of instructional value for the entire instructional time and paces them appropriately. Any necessary non-instructional procedures are performed efficiently.
- 3.5 Above level 3.0.

	Use of instructional time	Pacing
1.0	Substantial time on activities	Pacing inappropriate of little instructional value
	Or	
2.0	Time on non-instructional activities not excessive	Pacing appropriate for most students
3.0	Entire instructional time on activities of instructional value; non-instructional procedures efficient	Pacing appropriate

Domain D: Professionalism and Reflection

D.1 Reflecting on the extent to which the learning goals were met.

Scoring Rules

- 1.0 The teacher cannot accurately identify strengths and weaknesses of the lesson in relation to the learning goals.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher accurately describes the strengths and weaknesses of the lesson in relation to the learning goals and describes in general terms how he or she could use the experience from this lesson in future instruction.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 In addition to the requirements for level 2.0, the teacher supports his or her judgments with specific evidence from the observed lesson.
- 3.5 Above level 3.0.

	Identifying strengths and weaknesses of lesson	Using this experience in future
1.0	Cannot identify in relation to lesson goals	N/A
2.0	Describes accurately in relation to lesson goals	Describes in general terms how can use this experience in future instruction
3.0	Describes accurately in relation to lesson goals	Describes how can use this experience in future instruction
	Uses specific evidence to support judgments	

D.2 Demonstrating a sense of efficacy.

Scoring Rules

- 1.0 The teacher makes no attempt to find ways to help students who are not meeting the learning goals.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher attempts to find ways to help specific students who are not meeting the learning goals, but cannot suggest any specific, practical actions that he or she has not already tried.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher suggests specific, practical actions that he or she intends to take to help specific students who are not meeting the learning goals.
- 3.5 Above level 3.0.

	Attempts to help students who are not meeting learning goals
1.0	No attempt
2.0	Attempts to help, but can't suggest specific, practical actions beyond those already tried
3.0	Attempts to help and suggests specific, practical actions that the teacher intends to try with specific students

D.3 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.

Scoring Rules

1.0 The teacher demonstrates no knowledge of resources available through colleagues in the school or district

Or

the teacher is aware of such resources, but does not attempt to use them.

1.5 Above level 1.0, but below level 2.0.

2.0 The teacher demonstrates knowledge of resources and attempts to consult with colleagues when necessary on matters related to learning and instruction.

2.5 Above level 2.0, but below level 3.0.

3.0 In addition to the requirements for level 2.0, the teacher collaborates with colleagues outside of his or her own classroom to coordinate learning activities or to address other concerns relate to teaching.

3.5 Above level 3.0.

	Knowledge of resources	Professional Interactions related to learning and instruction
1.0	No knowledge Or Aware but ignores them, despite need	N/A
2.0	Demonstrates knowledge	Attempts to consult when necessary
3.0	Demonstrates knowledge	Collaborates to coordinate learning activities or address other teaching concerns

D.4 Communicating with parents or guardians about student learning.

Scoring Rules

1.0 The teacher demonstrates no knowledge of forms of communication that she or he can use to communicate with parents or guardians

Or

the teacher makes no attempt to communicate with parents or guardians, even when it is clearly necessary to do so.

- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher demonstrates knowledge of forms of communication that she or he can use to communicate with parents or guardians of students for various purposes.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 In addition to the requirements for level 2.0, the teacher describes situations in which she or he has communicated or would communicate with parents or guardians regarding specific students and indicates the forms of communication she or he has used or would use.
- 3.5 Above level 3.0.

	Knowledge of forms of communication with parents or guardians	Attempts to communicate (actual or hypothetical)
1.0	No knowledge Or	No attempt, even if clearly necessary
2.0	Demonstrates knowledge	Links forms to various purposes
3.0	Demonstrates knowledge	With reference to specific students, describes situations that call for communication and relevant forms of communication

Domain E: Technology Usage

E.1 Uses technology within the context of lesson to expand classroom by exploring resources that would otherwise be unavailable.

This domain will be for informational purposes only and will not be included in the formal observation / evaluations.

Scoring Rules

- 1.0 The teacher demonstrates no knowledge of technology resources that would expand resources within the context of the lesson.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher demonstrates some knowledge of technology resources that would expand resources within the context of the lesson.

- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher demonstrates advanced knowledge of technology resources that would expand resources within the context of lesson.
- 3.5 Above level 3.0.

Knowledge of technology resources	
1.0	No knowledge and no attempt, even if clearly identifiable resources are available
2.0	Demonstrates some knowledge and attempts to use at least one form of technology within the context of lesson
3.0	Demonstrates advanced knowledge and clearly uses several forms of technology within context of lesson

E.2 Technology is used to support and enhance students’ learning experiences, helps them better accomplish identified learning outcomes, and Promotes critical thinking.

Scoring Rules

- 1.0 The teacher demonstrates no knowledge of technology resources that would support and enhance students’ learning experiences and would help them better accomplish identified learning outcomes.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher demonstrates some knowledge of technology resources that would support and enhance students’ learning experiences and would help them better accomplish identified learning outcomes.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher demonstrates advanced knowledge of technology resources that would support and enhance students’ learning experiences and would help them better accomplish identified learning outcomes.
- 3.5 Above level 3.0

Knowledge of technology resources	
1.0	No knowledge and no attempt, even if clearly identifiable resources are available that would support and enhance students' learning experiences
2.0	Demonstrates some knowledge and attempts to use at least one form of technology that would support and enhance students' learning experiences
3.0	Demonstrates advanced knowledge and clearly uses several forms of technology that would support and enhance students' learning experiences

E.3 Uses email, webpages, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.

Scoring Rules

- 1.0 The teacher demonstrates no knowledge how to use email, webpages, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.
- 1.5 Above level 1.0, but below level 2.0.
- 2.0 The teacher demonstrates some use of email, web pages, etc., to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.
- 2.5 Above level 2.0, but below level 3.0.
- 3.0 The teacher demonstrates advanced knowledge and use of email, webpage, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.
- 3.5 Above level 3.0.

Knowledge of technology resources	
1.0	No knowledge and no attempt, even if clearly identifiable resources are available
2.0	Demonstrates some knowledge and attempts to use at least one form of email, webpage, etc., to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis
3.0	Demonstrates advanced knowledge and clearly uses several forms of email, webpage, etc., to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis

APPENDIX C-1

INDEX

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

APPENDIX C-2

Salary Schedule

SALARY SCHEDULE July, 1 2012-June 30, 2013 BA Base \$32,133

<u>Step</u>	<u>BA</u>	<u>BA + 150</u>	<u>BA + 10</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>
0	\$32,133	\$32,936	\$33,740	\$35,346	\$37,274	\$38,881	\$40,488	\$42,094
1	\$33,740	\$34,543	\$35,346	\$36,953	\$38,881	\$40,488	\$42,094	\$43,701
2	\$35,346	\$36,150	\$36,953	\$38,560	\$40,488	\$42,094	\$43,701	\$45,308
3	\$36,953	\$37,756	\$38,560	\$40,488	\$42,094	\$43,701	\$45,308	\$46,914
4	\$38,560	\$39,363	\$40,166	\$42,094	\$44,022	\$45,629	\$47,236	\$48,521
5	\$40,166	\$40,970	\$41,773	\$43,701	\$45,629	\$47,236	\$48,842	\$50,127
6	\$41,773	\$42,576	\$43,380	\$45,308	\$47,236	\$48,842	\$50,449	\$51,734
7	\$43,380	\$44,183	\$44,986	\$46,914	\$48,842	\$50,449	\$52,055	\$53,341
8	\$44,986	\$45,790	\$46,593	\$48,521	\$50,449	\$52,055	\$53,662	\$54,947
9	\$46,593	\$47,396	\$48,200	\$50,127	\$52,055	\$53,662	\$55,269	\$56,554
10	\$48,200	\$49,003	\$49,806	\$51,734	\$53,662	\$55,269	\$56,875	\$58,161
11	\$49,806	\$50,609	\$51,413	\$53,341	\$55,269	\$56,875	\$58,482	\$59,767
12	\$51,413	\$52,216	\$53,019	\$54,947	\$56,875	\$58,482	\$60,089	\$61,374
13	\$53,019	\$53,823	\$54,626	\$56,554	\$58,482	\$60,089	\$61,695	\$62,981
14	\$53,019	\$53,823	\$54,626	\$56,554	\$58,482	\$60,089	\$61,695	\$62,981
15	\$53,019	\$53,823	\$54,626	\$58,161	\$60,089	\$61,695	\$63,302	\$64,587
16	\$53,019	\$53,823	\$54,626	\$58,161	\$60,089	\$61,695	\$63,302	\$64,587
17	\$53,019	\$53,823	\$54,626	\$58,161	\$60,089	\$61,695	\$63,302	\$64,587
18	\$53,019	\$53,823	\$54,626	\$58,161	\$60,089	\$61,695	\$63,302	\$64,587
19	\$53,019	\$53,823	\$54,626	\$58,161	\$60,089	\$61,695	\$63,302	\$64,587
20	\$53,019	\$53,823	\$54,626	\$59,767	\$62,017	\$63,302	\$64,909	\$66,194
27				\$61,374	\$63,623	\$64,909	\$66,515	\$67,801

APPENDIX D

INDEX

Supplemental salary schedule for 2012-2013 school year to reflect the BA base effective for 2012-2013 (\$32,133.00).

<u>POSITION</u>	<u>% BASE</u>
Athletic Director	21
Faculty Manager	10
<u>FOOTBALL</u>	
Head Coach	20
Ass't Coach	14
Gr. 9 - Assistant Coach	12
Gr. 8	9
Gr. 7	9
<u>BASKETBALL</u>	
Head Coach Boys	20
Head Coach Girls	20
Ass't Coach Boys	14
Ass't Coach Girls	14
Gr. 9 - Assistant Coach Boys	12
Gr. 9- Assistant Coach Girls	12
Gr. 8 Boys	9
Gr. 8 Girls	9
Gr. 7 Boys	9
Gr. 7 Girls	9
<u>WRESTLING</u>	
Head Coach	20
Ass't Coach	14
Gr. 8	9
Gr. 7	9
<u>BASEBALL/SOFTBALL</u>	
Head Coach Boys	14
Head Coach Girls	14
Ass't Coach Boys	10
Ass't Coach Girls	10
Grade 9 Coach Boys	6
Grade 9 Coach Girls	6

APPENDIX D--CONTINUED

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

APPENDIX D - CONTINUED

<u>POSITION</u>	<u>% BASE</u>
<u>BASKETBALL - ELEMENTARY</u>	2
<u>WEIGHTLIFTING</u>	2
<u>MUSIC</u>	
Band Director	15
Ass't Band Director	5
Vocal Director	7
Majorette Advisor	3.5
Christmas Music Program (2)	1
<u>DRAMA</u>	
Non-musical Director	5
Non-musical Assistant Director ⁵	2.5
Musical Director	8
Musical Assistant Director ⁵	4
<u>PUBLICATIONS</u>	
Newspaper	5
Yearbook	7
<u>STUDENT COUNCIL</u>	
Sr. High Advisor	6
Jr. High Advisor	4
<u>ACADEMIC CHALLENGE</u>	2
<u>MODEL U.N.</u>	
Head Advisor	6
Ass't. Advisor	3
<u>TEEN INSTITUTE</u>	3
<u>CLASS ADVISORS</u>	
7th Grade	1
8th Grade	1
9th Grade	1
10th Grade	2
11th Grade / Prom	4
12th Grade	2

APPENDIX D - CONTINUED

<u>POSITION</u>	<u>% BASE</u>
Senior Club	2
<u>FRENCH CLUB</u>	1
<u>SPANISH CLUB</u>	1
<u>SCIENCE CLUB</u>	1
<u>6TH GRADE TRIP</u>	.82 per person
<u>F.T.A.</u>	2
<u>N.H.S.</u>	3
Junior High NHS	1.5
<u>A. V. COORDINATOR</u>	3
<u>Title I COORDINATOR</u>	13
<u>HEAD TEACHER</u>	11.5
Department Liason ⁴	2
Colleague Teacher \$ 500	\$500
Elementary Technology Specialist	\$15.50/hour not to exceed 864 hours
Technology Network	\$40/hour not to exceed 40 hours
<u>Extended Service</u>	
Guidance 10/12	20 days
Guidance 7/9	20 days
Elem. Guidance K-6	10 days
Vocational Home Economics	10 days
Band Director (Summer)	20 days
Librarian (1)	14 days
Athletic Director	10 days

APPENDIX D – CONTINUED

Experience Credit:

1. Teachers with four (4) to six (6) years experience in a supplemental assignment base of 2% or more for an activity* shall be paid a stipend of \$500.
2. Teachers with seven (7) or more years experience in a supplemental assignment base of 2% or more for an activity*, shall be paid a stipend of \$1000.
 - a. Coaching a specific sport in any position (i.e., Head Coach, Assistant Coach, 9-7th grade coach, girls or boys) shall be counted as an activity*.
 - b. Directing Vocal or Instrumental Music at any level (i.e., Elementary, Junior High, or Senior High) shall be counted as an activity*.
 - c. All other activities shall stand alone when determining assignment.
3. All supplementals shall be placed at year one (1) and shall move up in experience with each additional year of experience.
4. Department Liaisons shall receive a supplemental contract for 2% of BA base if no extra planning/conference period is available.
5. Participation above thirty-five (35) students will require an Assistant Director to be paid at one half (1/2) of the Director.

APPENDIX F
JOB DESCRIPTION

A. Job Description: Classroom Teacher

1. Responsibility

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

2. General Duties

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

3. Specific Duties

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

- (1) Assess each student so that instruction can be directed at his/her level of capability;
- (2) Employ a variety of instructional techniques and instructional media, consistent with the physical limitations of the location and needs of the individual child or group and evaluate student's progress on a regular basis which is recommended to be a minimum of once for every five times the class meets during a grading period;
- (3) Provide a safe classroom environment by implementing all policies and/or rules governing student life or conduct, keeping the classroom orderly and developing reasonable rules of classroom behavior;
- (4) Encourage self-discipline by guiding students to set personal goals and accept responsibility for the correction of any students when required;
- (5) Take reasonable and necessary precautions to protect students, equipment, materials and facilities.
- (6) Encourage the building of a positive self-image for each student.

APPENDIX F – CONTINUED

- b. In the area of programs, the teacher shall:
- (1) Meet and instruct assigned class at assigned location and time;
 - (2) Develop and maintain classroom environment conducive to effective learning;
 - (3) Prepare and show written evidence of preparation upon request of immediate supervisor. Lesson plans are a brief outline of course material to be covered during a week;
 - (4) Coordinate plans for activities with other faculty members in department or grade level and cooperate in the selection of instructional methods.
- c. In the area of professionalism, the teacher shall:
- (1) Know and abide by the established policies, rules, and regulations of the Board of Education;
 - (2) Attend all called meetings unless properly excused;
 - (3) Maintain a personal appearance which reflects personal pride in the dignity of the profession;
 - (4) Abide by established working hours;
 - (5) Cooperate with all others assigned to work with his/her students such as speech therapists, counselors, librarians, and principals;
 - (6) Protect school district property from damage and improper use to the best of the teacher's ability;
 - (7) Evaluate his/her own performance and strive to grow professionally;
 - (8) Serve professionally on committees;
 - (9) Be encouraged to join professional organizations;
 - (10) Perform in all instances in a professional manner honoring the confidence and loyalties ascribed to and required of this position;
 - (11) Assist in upholding and enforcing school rules and administrative regulations;
 - (12) Exhibit a maturity of professional purpose and a keen understanding of the

APPENDIX F – CONTINUED

status of the profession and be dedicated to the ideals and ethics of the profession;

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

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

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

(2) Foster desirable relations between school and community;

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

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

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

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

(2) Prepare annual appropriation requests;

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

4. Qualifications:

The Teacher shall:

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

5. Salary Classification

By salary schedule adopted by the Board of Education.

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

BENEFIT PERIOD	Calendar year	
Dependent Age Limit	To the end of the calendar year in which the child attains age 26.	
Pre-Existing Period	None	
Deductible	Network	Non-Network
Per Person	None	\$100
Per Family	None	\$200

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

Out-of-Pocket Limit	Network	Non-Network
Per Person	\$500	\$2,000
Per Family	\$1,000	\$4,000

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

- Prescription Drug Benefits
- Human Organ and Tissue Transplant Services

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

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

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

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

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

**Lifetime maximum for Human Organ and
Tissue Transplants** Unlimited

Covered Services	<u>Copayments / Maximums</u>	
	Network	Non-Network

Preventative Care: Exams, physicals & immunizations PAP Testing, Pelvic Exams, Mammography, PSA Tests Annual Diabetic Exam, Colonoscopy, Sports Physical, TMJ	Covered in full	30% Coinsurance
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Physician Office Services per visit (including biologically based mental disorders)	\$20 Copayment	30% Coinsurance
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Allergy – testing and treatment – serum and injections	Covered in full	30% Coinsurance
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Maximum Visits per Benefit Period for:

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

APPENDIX H**SCHEDULE OF BENEFITS**

Spinal Manipulations	12 visits, combined Network and Non-Network.	
Inpatient Services (including biologically based mental disorders)	Covered in full	30% Coinsurance
Maximum days per Benefit Period for Physical Medicine and Rehabilitation	60 days, combined Network and Non-Network.	
Maximum days per Benefit Period for Skilled Nursing Care Facility Services	180 days, combined Network and Non-Network.	
Outpatient Services (Hospital/Alternative Care Facility)		
Outpatient Surgery	Covered in full	30% Coinsurance
Professional Charges	Covered in full	30% Coinsurance
Other Outpatient Services	Covered in full	30% Coinsurance
Professional Charge	Covered in full	30% Coinsurance
Maximum visits per Benefit Period for Physical, Occupational, Speech, and Spinal manipulations maximums refer to Physicians Office Services in this Schedule of Benefits.		
Second Opinions	100%	30% Coinsurance
Emergency Care (In Emergency Room – Copayment is waived, if admitted)	\$50 Copayment per visit	\$50 Copayment per visit
Urgent Care	\$35 Copayment per visit	\$35 Copayment per visit
Ambulance Service	\$50 Copayment	\$50 Copayment
Well-child Exams	Covered in full	30% Coinsurance
All other preventative services designated by the United States Preventative Services Task Force	Covered in full	Not covered
Immunizations as directed by the CDC	Covered in full	Not covered

Mental Health & Substance Abuse Services

Lifetime Maximum	None.	
Inpatient Services	Covered in full	Mental Health 30% Coinsurance Substance Abuse 30% Coinsurance
Outpatient Services	\$10 Copayment	30% Coinsurance
Physician Office Services	\$10 Copayment per visit	30% Coinsurance
Benefit Period Maximums:	100%	
Home Care Services	Covered in full	30% Coinsurance
Maximum visits per Benefit Period	Unlimited	Thirty (30) visits per Benefit Period
Hospice Services	Covered at 100%; Limited to 6 mos. per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care	20% Coinsurance

Human Organ and Tissue Transplant Services

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

Benefit Period	Total of 365 continuous days beginning 1 day immediately prior to a covered transplant procedure or first myeloblaton therapy (high dose chemotherapy and/or irradiation).
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Transplant Maximum None
 Lifetime maximum per member for all Transplant Services, under this Plan or any successive Human Organ and Tissue Transplant Benefit between The Member and the Company

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

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

Non-Network Transplant Facility

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

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

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

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

	Network Transplant Facility	Non-Network Transplant Facility
Transportation Lodging and Meals	Covered in full	50% Coinsurance

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

Medical Supplies, Durable Medical Equipment and Appliances	20% Coinsurance	40% Coinsurance
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Note: Physician office copayments are applied rather than the Network Copayment listed above if medical supplies, durable Medical Equipment or appliances are obtained in a Network Physician’s office.

	Network	Non-Network
Maternity Services	Covered in full	30% Coinsurance

Prescription Drugs ¹
Days Supply

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

Retail Pharmacy	30-day supply
Mail Services	90-day supply
Network Retail Pharmacy ²	
Generic Drugs	\$ 5 Copayment per Prescription Order
Brand Name Drugs	\$20 Copayment per Prescription Order
Mail Service Program	
Generic Drugs	\$ 5 Copayment per Prescription Order
Brand Name Drugs	\$20 Copayment per Prescription Order
Non-Network Pharmacy	50% Coinsurance

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

² A maintenance drug, at a specific dosage rate, may be filled three (3) times at a network retail pharmacy in a calendar year. When the same maintenance drug is filled a fourth 4th) time the member will be responsible for the full cost. This provision shall not apply to drugs unavailable by mail order, diabetic insulin, and other drugs which may arrive in unusable condition due to special handling requirements or temperature restrictions.

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

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

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

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

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