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AGREEMENT

BETWEEN THE

JEFFERSON AREA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

JEFFERSON AREA TEACHERS ASSOCIATION

JULY 1, 2013– JUNE 30, 2015

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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, unless such substitute meets eligibility requirements under OTES, in which case, evaluations will be conducted in accordance with Board Policy. The existence of an evaluation obligation under OTES will not affect the automatic expiration of long-term substitute's contract as set forth above.

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

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

C. Definitions

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

II. PROFESSIONAL NEGOTIATIONS INSTRUMENT

A. Professional Negotiation

1. Submission of Issues

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

2. Scope of Negotiations

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

B. Negotiations Procedure

1. Interim Reports

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

2. News Releases

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

3. Caucuses

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

4. Negotiating Team

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

5. Authority to Negotiate

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

6. Use of Consultants

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

7. Length and Frequency of Meetings

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

8. Item Agreement

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

9. Schedule of Meetings

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

10. Exchange of Pertinent Information

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

C. <u>Impasse</u>

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. <u>Ratification</u>

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. <u>Fair Share Fee for Representation</u>

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

Non-OTES bargaining unit members

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 ten (10) work days of the observation. The second formal observation will take place at least ten (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 ten (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.

K. Any teacher employed under a license/certificate that is responsible for the instruction of students but spends less than fifty percent (50%) of time providing student instruction will be evaluated utilizing the teacher performance portion of the OTES procedure and documents below.

L. OTES Bargaining Unit Members

In accordance with Ohio Revised Code Section 3319.111, the Board's adopted standards-based teacher evaluation policy is included in this Master Agreement, in Appendix I for application to OTES teachers. All matters contained within the Board policy on OTES shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the OTES Board policy which affect terms and conditions of employment must be bargained prior to implementation. Within ten (10) days of Board passage of a revised evaluation policy the JATA President will be given a copy of said policy. Should the JATA President believe that the changes in Board policy negatively impacts the terms and conditions of employment of bargaining unit members, JATA will send a demand for effects bargaining to the Superintendent. Within ten (10) working days of the receipt of the letter, the parties will meet and discuss said changes for the purpose of reaching agreement on the items. Should the parties be unable to reach agreement after thirty (30) calendar days from the initial bargaining date, the parties will jointly submit the outstanding items for binding arbitration pursuant to the rules established by AAA.

1. Evaluation Process

   a. No teacher shall be subject to more than one (1) evaluation cycle per school year.

   b. The evaluation shall be completed no later than the first (1st) day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10th) day of May.

   c. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

2. Assignment of Evaluator

   Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first (1st) day worked, each teacher shall be notified in writing of the name and position of his or her two (2) evaluators. In extraordinary situations the assigned evaluator may be changed prior to the first observation. In this case the teacher will be notified at least ten (10) working days prior to the observation. No evaluator may be changed after the first formal observation unless an extraordinary circumstance occurs. This change will be agreed upon by JATA and the Administration.

3. Criteria for Teacher Performance portion of the Evaluation

   a. A teacher's performance (all observations, walkthroughs and summative evaluations) shall be assessed based on the standards for the teaching profession and the criteria set forth in Board policy.

b. No teacher shall be evaluated on his or her instructional performance except based on the observations of the teacher and evaluation of a teacher's work product i.e. syllabus, assessments, maps, web pages, growth plans, lesson plans, etc. by the teacher's assigned evaluator except as defined in C.

c. All monitoring or observation of the instructional performance of a teacher shall be conducted openly and with full knowledge of the teacher but shall not be limited to walkthroughs and observations.

d. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's evaluation. All results and conclusions of teacher performance must be documented and supported by evidence.

e. The District shall conduct all evaluations so as to observe the legal and constitutional rights of teachers, and no information shall be collected by video and/or audio equipment without the consent of the teacher. No expectation of privacy exists in public places where security cameras are posted.

4. Formal Observations

a. Schedule of Formal Observations

1. A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) minutes. The first (1st) formal observation cycle, which includes pre-conference, observation and post-conference, must occur between September 10th and January 10th. The second formal observation cycle must occur between January 20th and May 1st. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted. If a third observation is to occur there shall be at least ten (10) working days between the second formal observation cycle and the third. The timelines defined in this section may be altered when agreed upon by the teacher and his/her evaluator.

b. Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the teacher, no more than five (5) working days prior to the observation, in order for the teacher to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting the parties shall mutually agree and designate the specific preparation and/or time for the observation to take place. The pre-conference may be done electronically and/or waived with the consent of the teacher and evaluator.

2. A post-observation conference shall be held after each formal observation, no more than ten (10) working days following the observation and at least one (1) working day following the receipt of the "draft" observation report. The Draft Observation report will be given to the teacher within five (5) working days following the observation. The conference shall be used to inform the teacher if observed instructional practices

are aligned with the expectations that are identified in the teacher's professional growth or improvement plan and give the teacher the opportunity to provide additional evidence of performance.

5. Informal Walkthroughs

a. A walkthrough is a formative written assessment piece that focuses on one or more of the evaluation components as established by Board policy.

b. The walkthrough shall be at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

c. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough within two (2) working days of the walkthrough.

d. At least two (2) but not more than four (4) walkthroughs shall be included in each evaluation cycle. At least one (1) will occur prior to the first formal observation and one (1) will occur prior to the second formal observation.

6. Non-Instructional Deficiencies

a. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, as necessary, written documentation noting how to remediate the identified deficiencies and shall include a reasonable time period for said remediation.

STUDENT GROWTH MEASURE (SGM)

a. In addition to teacher performance a teacher's summative evaluation shall also be based upon student growth measures, as defined in Board policy and statute. The use of student growth measures in the teacher evaluation shall be calculated as follows:

	Percentage used in the calculation of student growth		
Assignment	Value-added assessment	Vendor assessment	SLO
Assignment 100% within the value-added progress dimension	100%	0%	0%
Mixed assignment within and outside of value-added	Proportionate to the assignment of the teacher across each area		
Assignment without value-added progress dimension	0%	0%	100%

SLO REVIEW COMMITTEE

a. The purpose of the SLO committee is to evaluate teacher submitted SLO's according to Board Policy and ODE requirements.

b. SLO's will be submitted by teachers to building principals during the last week of September.

c. Building Principals will organize their building's SLO's by grade level and content area and submit them to the district's Student learning objective committee by the first school day in October.

d. The JALSD Student Learning Objective Committee will consist of:

- Three district administrators appointed by the superintendent
- Two teachers from each of the following categories
- Primary Grade K-3
- Intermediate Grade 4-6
- Junior High School Grade 7-8
- One English, mathematics, science and social studies teacher from High School Grades 9-12
- One intervention specialist representing elementary school (K-6)
- One intervention specialist representing Grades 7-12
- One specialist I.e. visual art, music, PE, etc.
- All teachers will be selected to serve by the JATA President with input from the District Leadership Team.

e. During the first (1st) week of October, the Student Learning Objective team will meet by grade level K-6 and 7-12 to review and score SLO's using the Student Learning Objective (SLO) Template Checklist.

f. Teachers will be notified using the SLO Approval Status and Accompanying Rationale form as to the approved or non-approved status of their SLO's. Approved SLOs will be implemented.

g. Non-approved SLO's will be returned to teachers for correction as identified by the committee. The non-approved SLO's will be resubmitted with corrections within five (5) working days for final approval.

7. Compensation

a. The committee work will be done during the school day using release time. Should it be necessary for the committee to meet outside of the workday, each teacher serving on the committee will receive compensation of twenty dollars ($20) per hour.

SUMMATIVE EVALUATION

1. Finalization of Evaluation

a. Written Report

Before the evaluation cycle is final, and not later than May 10th, a copy of the formal

written-evaluation shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

b. Completion of Evaluation Cycle

The summative evaluation of a teacher shall be based upon student growth measures resulting from current year's SLO assessments or value added data garnered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10th, signed by both parties, and sent to the superintendent.

c. Response to Evaluation

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

2. Professional Growth Plans

a. Professional growth and improvement plans for a school year shall be developed not later than September 1st of that school year.

b. A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.

3. Improvement Plans

a. Improvement plans for the next school year shall be developed not later than the last teacher work day of the school year.

b. A teacher may submit their Improvement Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.

4. Due Process

a. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator in the next evaluation cycle and such request shall be considered by the superintendent in consultation with JATA leadership.

b. A teacher shall be entitled to Union representation at any conference held during this procedure.

c. Failure by the district to adhere to the timelines or conditions established in this agreement, unless mutually agreed upon, shall result in the reemployment of the teacher excluding the provisions of the Reduction in Force language in this agreement.

d. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

5. Personnel Action Requirements

a. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion or removal, of any teacher in 2013-2014. The data garnered in 2014-2015 and 2015-2016 will be used in employment decisions beginning in 2016-2017.

b. For 2013-14 the District shall consider all teachers "Skilled" for the purpose of RIF.

EVALUATION COMMITTEE

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of making recommendations regarding the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

2. Committee Composition

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

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

3. Committee Operation

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

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

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

1. One (1) task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.

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

e. All decisions of the committee will be achieved by consensus.

f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.

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

h. Members of the committee will receive release time for committee work and training.

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

j. The committee may establish sub-committees to assist with their work.

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

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

4. Compensation

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

5. Committee Authority

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

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

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

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

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 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 May 10th of the Board's intent to non-renew. The teacher will be given an opportunity to resign in lieu of non-renewal.

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

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

5. Staff members formally reprimanded are entitled to:

   a. Respond in writing to the reprimand.

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

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

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

B. Contract Non-Renewal

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

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

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

4. The Board shall by resolution declare its intention not to reemploy the bargaining unit member at

the expiration of his/her limited contract and shall give the employee written notice of the action on or before May 10th of the year his/her contract expires. Notice shall be given to the employee by an administrator or the Treasurer delivering it personally to the employee or by sending it by certified mail to the employee's last address on file with the Board.

C. Individual Conferences-Procedures

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

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

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

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

VII. COMPLAINTS

A. Should a complaint or concern occur, no meeting shall take place with the building supervisor(s), athletic director and/or Superintendent until the 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 through open enrollment in accordance with Board policy. Children of District employees who are not able to qualify for open enrollment shall be allowed to attend the District tuition free.

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.

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 $847 single/$1603 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

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

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

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

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

SUMMARY OF COVERAGE

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

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

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

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

3. Vision Insurance

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

Plan A

Professional Fees:	
Vision Examination (1 per 12 months)	$ 45
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. <u>In Lieu of Coverage</u>

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

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

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

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

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

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

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

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

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

INSURANCE COMMITTEE

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

Health saving accounts will be discussed by the Insurance Committee.

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

E. Teacher Load

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

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

3. A preparation (secondary) shall be defined as a course title or grade level title such as English - 7 or English - 8. It is 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.

G. Assessments

If an ODE required writing assessment (grade K-3) is to be administered to a whole group and

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

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.

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

D. Personal Leave

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

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.

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

E. Professional Leave

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

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

F. Sabbatical Leave

In accordance with Ohio Revised Code 3319.131.

G. Sick Leave

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

Accumulation:

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

Sick Leave Use:

Sick leave may be taken in one-quarter (1/4) day increments.

Advance Use:

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

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

H. Family & Medical Leave

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

I. 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.

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

XVII. PAYDAYS

A. Teaching Contracts

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

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

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

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

B. Extracurricular / Supplemental

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 in 2013-14 the District shall consider all teachers “Skilled” for the purposes of RIF. After 2013-14 and until 2016-17 all OTES teachers with a summative rating above “ineffective” 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 at the time of the RIF.

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 limited contract 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 with a summative rating above "ineffective" will be deemed "comparable". Any bargaining unit member RIF'd prior to or during the term of this contract will be considered comparable for the remainder of their time on the recall list.

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

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

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

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

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

D. Seniority

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

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

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

   b. The 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 then 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, 2013 will be paid in November 2013, while coursework completed on or after September 1, 2013 will be considered and paid in November 2014). 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, 2013 a 0% increase on the current BA base for the 2013-2014 school year.

Effective July 1, 2014 a 0% increase on the current BA base for the 2014-2015 school year.

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.

I. Non-salary Schedule Based Compensation

Any bargaining unit member whose vertical step on the salary schedule does not result in a pay increase shall be paid a lump sum of five hundred dollars ($500) no later than the second pay in November.

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
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. <u>Parent-Teacher Conferences</u>

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, from the first day of summer to the last day of summer, no vacancy will be permanently filled until the notice has been posted for seven (7) days except from first day of summer through the last day of summer 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.

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

3. Basis of Determination

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

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

B. Voluntary Transfer

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

requested change. Unsuccessful applicants for transfer may request a conference with the Superintendent of Schools and Building Principal.

C. Involuntary Transfer

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

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

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

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

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

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

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 from the District. Specifically, the parties agree that:

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

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

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

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

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

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

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

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

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

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

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

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

XXVIII. DURATION OF CONTRACT

This contract shall be effective at 12:01 a.m. on July 1, 2013 and remain in full force and effect through June 30, 2015.

FOR THE ASSOCIATION:

Sara L Kreisler 11-19-13
President, Affiliate Date

Terry Moody 11-19-13
Bargaining Chairperson Date

11-19-13
Bargaining Team Date

11-19-13
Chief Spokesperson Date

FOR THE EMPLOYER:

Patricia Lyman 11/19/13
President, Board of Education Date

11-19-13
Superintendent Date

Patricia A. Smith 11-19-13
Treasurer Date

Ron Watson 11-19-13
Chief Spokesperson Date

APPENDIX A

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

STEP 1 INFORMAL MEETING

_____	_____	_____
Building	Assignment	Date of Meeting

Persons Present:

_____

_____

_____

_____

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____/_____

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

GRIEVANCE REPORT
STEP 2

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

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance: Article # _____ Section _____

_____

_____

Relief Sought

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

C. Disposition by Principal

_____

_____

_____

_____ _____
Date Signature of Supervisor

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

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____/_____

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

GRIEVANCE REPORT

STEP 3

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

A. Position of Grievant and/or Association _____

_____

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

B. Date received by Superintendent or designee _____

C. Disposition by Superintendent or designee _____

_____

_____

_____ _____
Date Signature

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

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____/_____

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

GRIEVANCE REPORT
STEP 4

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

A. Position of Grievant and/or Association _____

_____

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

B. Date received by Jefferson Board of Education _____

C. Disposition by Board _____

_____

_____

_____ _____
Date Signature

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

APPENDIX A - CONTINUED

JEFFERSON AREA LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____/_____

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

GRIEVANCE REPORT
STEP 5

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

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

_____

_____

_____

_ _____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Rep.

B. Date submitted to arbitrator _____

C. Disposition and award of arbitrator

_____

_____

_____

_____ _____
Date Signature

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

Appendix B

Jefferson Area Local Schools

Jefferson Teacher Evaluation System Forms

Self-Assessment Summary Tool

Name _____

Date _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

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

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

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

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

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____Date: _____

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

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

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

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

Informal Observation: Open-Ended Form

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

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX C-1

INDEX

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

APPENDIX C-2

Salary Schedule

SALARY SCHEDULE July, 1 2013-June 30, 2015 BA Base $32,133

Step	BA	BA + 150	BA + 10	BA + 20	MA	MA + 10	MA + 20	MA + 30
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 2013-2014 and 2014-2015 school years to reflect the BA base effective for 2013-2014 and 2014-20155 ($32,133.00).

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

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

APPENDIX D - CONTINUED

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

APPENDIX D - CONTINUED

POSITION	% BASE
Senior Club	2
FRENCH CLUB	1
SPANISH CLUB	1
SCIENCE CLUB	1
6TH GRADE TRIP	.82 per person
F.T.A.	2
N.H.S.	3
Junior High NHS	1.5
A. V. COORDINATOR	3
Title I COORDINATOR	13
HEAD TEACHER	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
Extended Service	
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, 7th-9th grade coach, girls or boys) shall be counted as an activity*.

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

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

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

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

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

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

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

APPENDIX E

Salary Notification

For

Certificated/Licensed Employees

Employee Name	Jefferson Area Local School District
Employee Address	121 S. Poplar Street
Employee City	Jefferson, Ohio 44047

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

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

Salary schedule: Step: Class:

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

_____
President, Board of Education

_____
Treasurer

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

APPENDIX F

JOB DESCRIPTION

A. Job Description: Classroom Teacher

1. Responsibility

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

2. General Duties

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

3. Specific Duties

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

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

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

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

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

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

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

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

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

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

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

(2) Foster desirable relations between school and community;

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

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

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

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

(2) Prepare annual appropriation requests;

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

4. Qualifications:

The Teacher shall:

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

5. Salary Classification

By salary schedule adopted by the Board of Education.

APPENDIX G

JEFFERSON AREA LOCAL SCHOOL DISTRICT

CERTIFIED TEACHER REQUEST/AFFIDAVIT FOR ASSAULT LEAVE

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

Name _____ Date of Filing _____

Building_____ Date of Assault _____

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

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

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

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

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

_____ _____

Teacher Requesting Leave Date

Physician's Name: _____

Address:_____ Tel #:_____

APPENDIX H SCHEDULE OF BENEFITS

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

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

Deductible	**Network**	**Non-Network**
Per Person	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	**Copayments / Maximums**	
	Network	**Non-Network**
Preventative Care: Exams, physicals & immunizations PAP Testing, Pelvic Exams, Mammography, PSA Tests Annual Diabetic Exam, Colonoscopy, Sports Physical, TMJ	Covered in full	30% Coinsurance
Physician Office Services per visit (including biologically based mental disorders)	$20 Copayment	30% Coinsurance
Allergy – testing and treatment – serum and injections	Covered in full	30% Coinsurance
Maximum Visits per Benefit Period for:		
Physical Therapy	Thirty (30) visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network.	
Occupational Therapy	Twenty (20) visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network.	
Speech Therapy	Twenty (20) visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network twelve (12) visits, combined Network and Non-Network.	

Spinal Manipulations	12 visits, combined Network and Non-Network.	
Inpatient Services (including biologically based mental disorders)	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 to180 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).

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

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

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

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

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

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

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

	Network Transplant Facility	Non-Network Transplant Facility
Transportation Lodging and Meals	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

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.

APPENDIX I

BOE POLICY
JEFFERSON AREA LOCAL SCHOOL DISTRICT

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012) HB 555 (December, 2012 effective; March 22, 2013)

Introduction

The Board of Education (Board) of the Jefferson Area Local Schools (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the Standards for the Teaching Profession as set forth in State law. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy has been developed in consultation with teachers employed by the Board and in **consultation** with **teachers represented by** the Jefferson Area Teacher Association (JATA)

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee as established in the Jefferson Teacher Evaluation System (JTES), with continuing participation by District teachers represented by JATA and for the express purpose of recommending necessary changes to the Board for the appropriate revision this policy.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

Definitions

OTES – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

JTES – stands for the Jefferson Teacher Evaluation System based on the OTES, which is attached and incorporated herein by reference.

Teacher – For purposes of this policy, "teacher" means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following: This evaluation system applies to JALSD employees who meet one of the following criterion:

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

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

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

4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

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

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

Credentialed Evaluator – For purposes of this policy, each teacher subject to evaluation will be evaluated by an evaluator credentialed by the Ohio Department of Education.

Criteria: Evaluators must: 1) be eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) hold a credential established by ODE for being an evaluator 3) be an administrative employee of the Board of Education. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

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

Core Subject Area – For the purpose of the JTES core subject area is defined as: Reading, English / Language Arts, mathematics, science, foreign language, social studies including but not limited to history (American and world), government, economics, geography, **and** fine arts. For the purpose of the JTES intervention / special education teachers are considered to be teaching in the core if they work in an inclusion model where a defined core content is taught or they have self-contained classes in which core courses are taught.

eTPES – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

Evaluation Cycle – is the period of time for the completion of the evaluation procedure. The

evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

Evaluation Factors"– refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

Evaluation Framework – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Evaluation Instruments – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

Evaluation Procedure – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Evaluation Rating – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

Student Growth – for the purpose of the district's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

Student Learning Objectives ("SLOs") – include goals identified by a teacher or group

of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

Shared Attribution Measures – student growth measures that can be attributed to a group.

Remediation Plan – refers to a written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form (Appendix ___) will be utilized for this purpose.

Teacher Performance – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

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

Vendor Assessment – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Assessment of Teacher Performance

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

Teacher Performance

For purposes of the Jefferson Teacher Evaluation System (JTES), Fifty-percent (50%) of every teacher's effectiveness rating will be attributed to Teacher Performance. Teacher performance will be evaluated based upon the following Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they teach;
2. Understanding the Content Area for which they have Instructional Responsibility;

3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;

4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;

6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and

7. Assuming Responsibility for Professional Growth, Performance and Involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

1) the Formal Observation Procedure described in the JTES.

2) a series of Informal Observation/Classroom Walkthroughs using the procedures outlined in the JTES .

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

For teachers who have been previously rated accomplished:

1) A teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to the JTES will be evaluated once in the next two years following the evaluation in which they have been rated Accomplished. Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May in year two of the evaluation cycle.

2) A teacher receiving an effectiveness rating of "Accomplished" pursuant to the JTES has the option of having one formal observation in their 2nd year of the evaluation cycle, provided the teacher completes a project that has been approved by the Board of Education in year 1 of the evaluation cycle. The project is to demonstrate the teacher's continued growth and practice at the "Accomplished" level. The teacher must submit a proposed project to the Superintendent no later than September 30, for the Superintendent to obtain the necessary Board approval.

or

3) The accomplished teacher may opt to be evaluated on an annual basis by having two (2) cycles of formal observations (one each year of the two year cycle).

For teachers who have been previously rated skilled and developing each evaluation shall include:

- Two (2) cycles of formal observations annually.

For teachers who have been previously rated ineffective each evaluation shall include:

- Three (3) cycles of formal observations annually.

Timeline for completion

All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

Those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal must have one evaluation consisting of at least three formal observations which must be conducted annually by the first day of May. The Board, acting on the superintendent's recommendation that the teacher not be reemployed, must give the teacher written notice on or before June 1 of its intention not to reemploy the teacher.

****Limited contract** means a limited contract, as described in section 3319.08 of the Revised Code, that a school district board of education or governing board of an educational service center enters into with a teacher who is not eligible for continuing service status.

****Extended limited contract** means a limited contract, as described in section 3319.08 of the Revised Code that a board of education or governing board enters into with a teacher who is eligible for continuing service status.

Calculating Student Growth Measures

For purposes of the Jefferson Teacher Evaluation System (JTES), "student growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation will constitute 50% of the overall teacher evaluation. Each teacher's Growth Measure will include some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value-added subjects exclusively

A2: Teachers instructing in value-added courses, but not exclusively

or

B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available who use Student Learning Objectives (SLOs) and District Approved Assessments to measure growth.

1. Teacher-level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state–provided assessments), value-added data must be used in calculating student growth.*

2. ODE Approved List of Assessments: Ohio Department of Education approved assessments being utilized by the district must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures.**

3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, student learning objectives (SLOs) and locally developed pre and post assessments will be utilized to measure student growth in the courses of instruction.***

*The percentage the District will attribute to Value-Added Data is consistent with Am. HB555 as follows:

- If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is applicable, the following applies: All 50% of the SGM must be Value-Added where the Value-Added progress dimension is reported.

- For other teachers who teach multiple subjects or courses but have some value-added progress dimension reported, the weight of the value-added measure must be proportionate to their individual schedule .

**If a teacher has available an ODE approved vendor assessment that measures growth the percentage of a teacher's growth attributed to the adopted vendor assessment will be a minimum of 10%. The percentage of growth attributed to a vendor assessment must apply to all teachers using it in the same proportion.

***The percentage the District will attribute to Locally-determined Measures will equal fifty percent (50%) for grade levels or subject areas where no Value-Added Data or vendor data is available. Non-ODE approved vendor assessments adopted for use by the district will be considered a locally-determined measure.

District Approved Assessments

Assessments used within SLO's will be district approved. These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the test should cover all key subject/grade-level content standards.

- No items on the test should cover standards that the course does not address.

- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.

- The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main foci of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.

- All District approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the teacher's grade level principal(s) for approval.

Principals will use the district's rubric for Evaluating District Assessments (see Form G, page 15 of Appendix B of the JTES)

Student Absence for Calculation in Student Growth

In the calculation for student academic growth, a student who has **thirty** or more unexcused absences for the school year will not be included in the measure of student growth in the evaluation of a teacher.

Final Evaluation Procedures

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating using the Evaluation Matrix is as follows:

Student Growth	Teacher Performance 4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final growth measure ranking below expected growth, at expected growth or above expected growth will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings.

Professional Growth and Improvement Plans

As required by the State Board of Education adopted statewide evaluation framework every teacher must develop and implement a professional growth or improvement plan depending on meeting student growth levels. (In year one of the JTES (2013-2014) every teacher will write a growth plan. After year one the type of plan to be written is contingent on the teacher's final ratings)

Teachers must annually develop professional growth or improvement plans based on the Evaluation Matrix. Professional Growth Plans will be developed to help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year.

Categories of Growth or Improvement Plans

There will be three categories of Growth or Improvement plans:

1) Teachers rated accomplished or who have above expected student growth will develop their growth plan independently and submit their plan to their credentialed evaluator. The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice;

- Outcomes that will enable the teacher to increase student learning and achievement.

2) Teachers who meet Expected levels of student growth or attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. The professional growth plan shall include the following components:

   - Identification of area(s) for future professional growth;

   - Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;

   - Outcomes that will enable the teacher to increase student learning and achievement.

3) Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed by their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the district's Board-approved list. The improvement plan shall include the following components:

   - An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;

   - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;

   - A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;

   - A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

Definitions

Retention for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in

force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

Promotion as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

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

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

Removal of Poorly Performing Teachers

The JTES sets forth the process for making personnel decisions in relation to retention, promotion and /or removal of employees for performance consistent with law and/**or** as **set forth in the collective bargaining agreement between** JATA and the Jefferson Area Local Schools Board of Education.

Professional Development

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board instructs the superintendent to annually develop a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy and submit it to the Board for approval.

The JALSD professional development opportunities are to be focused on school district and building goals and are to be deep, ongoing and embedded in our classrooms and buildings. Professional development is a continuous process that includes multiple steps: planning, implementation, reflection, evaluation and revision. The result of this process is that our professional development begins with the end in mind, is introduced and then becomes the focus of administrator, department and grade level leaders, is practiced in classrooms and then brought back to the larger group for evaluation based on data and then revised and continued.