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NEGOTIATED AGREEMENT

between the

BIG WALNUT EDUCATION ASSOCIATION

and the

BIG WALNUT BOARD OF EDUCATION

From

July 1, 2012

to

June 30, 2014

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ARTICLE I - RECOGNITION

A. The Big Walnut Education Association, affiliated with the Ohio Education Association, and the National Education Association, hereinafter referred to as the Association, is recognized by the Big Walnut Local Board of Education, hereinafter referred to as the Board, as the exclusive and sole bargaining agent for members of the bargaining unit.

B. Bargaining Unit - The bargaining unit shall comprise all classroom teachers, counselors, special teachers, and all certificated, Educational Support Personnel as defined by the State of Ohio Department of Education: counselors; library media specialists; school nurse; visiting teachers; social workers; elementary art, music and P.E. This provision shall not include hourly certificated personnel including, but not limited to, home instructors, substitute teachers, Superintendents, principals, assistant principals, teaching principals, and other supervisory and administrative personnel of the district. The exception to this provision is a substitute teacher as defined in Article XXIII, Vacancies and Transfers, Section (C) (4) shall be included in the bargaining unit.

C. "Member" Defined – The term "member," when used hereinafter in this Negotiated Agreement, shall refer to all employees represented by the Association in the Bargaining Unit as determined in Article 1, Recognition.

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

The Board retains all the rights, powers, duties and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate so long as such policy, rule or regulation does not conflict with a lawful provision of the Negotiated Agreement.

ARTICLE III – NON-DISCRIMINATION

The Board and the Association agree that the Board's policies and practices affecting members and the Association's representation of the interests of members shall be without discrimination based on membership in the Association, race, color, national origin, creed, gender, sexual orientation, marital status, handicap, age, genetic information, military status, or the free exercise of any right guaranteed by law, government regulation under the color of law, or by this negotiated agreement.

ARTICLE IV- NEGOTIATIONS PROCEDURES

A. Scope of Bargaining

The scope of bargaining between representatives of the Board and the Association shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. The parties may agree to and follow negotiation procedures and timelines different from those provided in this negotiated agreement or Chapter 4117.

B. Directing Requests

Either party may request negotiations on or after February 1st of the year of expiration of the Negotiated Agreement. A request initiated by the Association shall be directed to the Superintendent or his/her designee. Requests initiated by the Board shall be directed to the President of the Association. The party initiating a request to negotiate must file a Notice to Negotiate with the State Employment Relations Board.

C. The Negotiations Meeting Period

1. The first negotiations session shall be held within thirty (30) calendar days of the date listed on the initial request for negotiations.

2. Both parties shall submit, at the first negotiations meeting, fully written proposals with language to be added and/or removed for all provisions the parties are submitting for negotiations.

3. No new proposals shall be submitted by either party after the initial bargaining meeting without the consent of both parties.

4. All meetings shall be scheduled with no interruption of or resulting interference with school schedules. Meetings shall be conducted at other than school time, except by mutual consent, with no loss in pay to members on the negotiating team.

5. Negotiation meetings shall be in executive session.

6. During the course of negotiations, agreements shall be reduced to writing, dated, and initialed by representatives of each negotiations team.

7. Each negotiation team shall have no more than six members. Each party has the right to choose their representatives either from within or outside the school district. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by members of both negotiating teams.

8. Either team may call for a caucus at any time.

9. Except as provided herein, the negotiating period shall conform to, and comply with, the requirements of Chapter 4117 of the Ohio Revised Code. All sessions are to be completed within this time unless extended by mutual agreement.

10. Prior to and during the period of negotiations, the Board and the Association shall provide each other upon written request and within a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the negotiations teams in their deliberations. Provided, however, nothing herein shall require either party to provide confidential information compiled.

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

12. While negotiations are in progress, news releases to the public shall be made only after a copy of such release has been given to the opposite party.

13. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.

D. Agreement

When the negotiations teams reach tentative agreement on a successor contract, said contract shall be submitted to the Association for ratification within fifteen (15) calendar days following tentative agreement. Upon ratification by the Association, the contract shall be submitted to the Board for consideration at the next regularly scheduled Board meeting occurring more than fifteen (15) calendar days thereafter. If either side fails to ratify or approve the terms of the tentative agreement, all terms previously agreed upon are null and void. When so ratified and adopted, the negotiated agreement shall become a binding contract between the parties for the period stated therein. The Superintendent or his/her designee shall provide electronic access to the negotiated agreement to each employee who is, or becomes, a member of the bargaining unit during the life of this negotiated agreement or upon ratification of a successor contract.

E. Disagreement

1. Request for Mediation

   a. If a tentative agreement is not reached by the parties after consideration of proposals and counterproposals, either party may petition the Federal Mediation and Conciliation Service (FMCS) to assign a mediator.

2. Mediation Process

   a. The mediation process shall commence with the assignment of the mediator.

   b. The mediator shall have no authority to bind the parties to any agreement; nor shall he/she alter, modify, or amend any agreement between the parties.

   c. The process described herein shall not abrogate the Association's right under O.R.C. 4117.14 (D) (2) to conduct a lawful strike providing the following conditions are met:

      i. The negotiated agreement has expired.

      ii. The mediation process described above has been completed.

      iii. The statutorily required ten (10) day written notice (including the date and time of the commencement of the job action) has been appropriately filed.

   d. The procedures contained in this Article constitute the parties' mutually agreed upon dispute resolution procedure, and are intended to supersede any contrary provision of Revised Code Chapter 4117. (Public Employees Collective Bargaining Law)

3. Alternate Settlement Procedures

   Nothing in this Chapter shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance procedure" is a method by which a member can express a complaint, problem or dispute without fear of reprisal and obtain fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.

2. A grievance is defined as a complaint alleging a violation, misinterpretation, or misapplication of the Negotiated Agreement.

3. A "grievant" shall be defined as a member, group of members or the Association who allege to have a grievance. Grievances must identify each member and/or group alleged to have been harmed by the action(s) being grieved. The grievant may be accompanied at all hearings or meetings by an Association representative of his/her choice.

4. A "day" in this article shall mean a school calendar day on which the central office is open, exclusive of recognized state and/or federal holidays, and winter and spring recess. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure. Time limits may be extended only by mutual agreement of all parties concerned.

5. Immediate Supervisor - The immediate supervisor is the building principal.

6. Reprisal – No censure or other adverse action shall be taken against any member participating in the grievance procedure.

B. Purpose

1. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances.

2. Nothing contained herein shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms, conditions, and requirements of the Negotiated Agreement.

3. A grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based, or within thirty (30) days of the date on which the member(s), and/or Association learned of, or reasonably could have been expected to have knowledge of, the event or condition upon which the grievance is based, or no later than thirty (30) days following the most recent date on which a long-term and continuing event or condition giving rise to the grievance is deemed to have occurred or existed. Failure to file a timely grievance at the initial or subsequent step shall constitute a waiver of the right to any further action under this procedure.

C. Procedure

1. Level One - Informal

Within thirty (30) days of an event or condition that a grievant considers a grievance, the grievant shall discuss the grievance with the immediate supervisor. The grievant may do this alone or with an Association representative. Level One shall be accomplished when the grievant submits the Grievance Report Form, Appendix A, Level One, to the Immediate Supervisor, prior to the discussion. The Immediate Supervisor shall provide his/her disposition to the grievant within ten (10) days of the discussion.

2. Level Two - Immediate Supervisor

If the grievance is not resolved, it may be pursued further by submitting the Grievance Report Form, Level Two, to the immediate supervisor by the tenth (10th) day after the written notice of the Level One disposition. Within ten (10) days of receipt of the Level Two Grievance Report Form, the immediate supervisor shall schedule and meet with the grievant. The grievant(s) shall be represented at this meeting. The immediate supervisor shall take action on the written grievance within ten (10) days after such meeting.

3. Level Three - Superintendent

If the grievant is dissatisfied with the disposition of the grievance at Level Two, the grievant shall complete the Grievance Report Form, Level Three and submit same to the Superintendent or his/her designee within ten (10) days of the written disposition at Level Two. Within ten (10) days of receipt of the Level Three Grievance Report Form, the Superintendent or his/her designee shall meet with the grievant and their Association representative. The Superintendent or his/her designee shall execute a written disposition of the grievance within ten (10) days after the meeting.

4. Level Four - Arbitration

If the grievant is dissatisfied with the disposition of the grievance at Level Three, or if the Board fails to file a timely response, within the time lines specified herein, the grievant shall notify the Superintendent of their intent to proceed to arbitration by completing the Grievance Report form, Appendix A, Level Four, file an "arbitration demand" with the tribunal administrator of the appropriate office of the American Arbitration Association (AAA), and provide a copy of such demand to the Superintendent within ten (10) days of receipt of the Level Three disposition.

a. Selection of the Arbitrator: The Arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures

relative to the arbitration shall be according to the voluntary rules and regulations of the AAA.

b. Authority of the Arbitrator: The Arbitrator shall have no authority to issue any award contrary to the provisions of this Negotiated Agreement or the laws and regulations governing the operation of public schools in the State of Ohio.

c. Decision of the Arbitrator: The decision of the Arbitrator shall be binding upon all parties and shall be final.

d. Costs of the Arbitration: The costs of the arbitration hearing shall be borne entirely by the party designated by the Arbitrator as "the loser" of the grievance. All Association participants will be released at no loss of pay.

5. A grievance may be withdrawn at any level without prejudice.

   "Without Prejudice" Defined – A grievance may be withdrawn at any time and shall constitute final resolution of the specific grievance, but such withdrawal does not constitute agreement with the Board's position or preclude the Association from filing another grievance concerning the same provision of the Negotiated Agreement in the future.

6. If the Board, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step, within the timelines specified herein by the grievant will be considered a termination of the grievance.

7. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the grievant and the appropriate administrator.

8. Forms for processing grievances shall be found in Appendix A, Grievance Report Forms.

9. Record Keeping – Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Access shall be made only by mutual consent of the Superintendent or his/her designee and the President of the Association, or if disclosure is required by law.

ARTICLE VI - PRINCIPAL'S ADVISORY COMMITTEE

A. Purpose

As a means to provide ongoing communication between the Principal and his/her staff, in an effort towards providing quality education by the school for the community it

serves, a Principal's Advisory Committee shall be formed in each building that will meet as often as deemed necessary by the parties, but not less than every month excluding June, July and August.

B. Committee Representation

Representatives of each grade level and/or department will be appointed by the Principal either as a Department Chair or Principal Advisory Representative. Those representatives who are not Department Chairs will be compensated according to Article XXVI, Supplemental Salary.

C. Training

Annually, the Committee will receive training, by a FMCS mediator in odd numbered years and Adaptive Schools in even numbered years, to be held no later than November 15th.

D. Agenda

The agenda shall be comprised of items submitted by either party not less than two (2) work days prior to the scheduled meeting. The committee will only discuss issues on an agenda, unless both parties mutually agree to additional topics.

1. Items on the agenda shall not pertain to grievances or the settlement thereof or deal with items that require collective bargaining.

E. Meetings

The Principal will be responsible for leading the meeting. Responsibility for taking and distributing minutes of the meeting will be assigned annually among the participants on a rotating basis. Minutes of the meeting shall be distributed to all participants not less than five (5) school days after the meeting has been held.

F. The parties agree that the participation and concurrence with actions taken by this committee do not waive the contractual provisions of the Negotiated Agreement and that no contractual provisions will be waived to allow this committee to function. Furthermore, participation in and discussion of issues within this committee does not constitute a waiver of the right to negotiate under O.R.C. 4117 by the Association any issue it deems negotiable under the negotiations provisions of the state law and the Negotiated Agreement.

ARTICLE VII - CLASS SIZE

A. The Board shall employ no fewer classroom teachers than required by the state statutes or the state minimum standards.

B. The ratio of teachers to pupils on a district-wide basis shall be at least one full time equivalent classroom teacher per 25 pupils in average daily membership. Said ratio shall be calculated in accordance with Section 3317.02 and 3317.023 of the Revised Code.

C. The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be at least one full time equivalent classroom teacher per 25 pupils in average daily membership. Said ratio shall be calculated in accordance with Section 3317.02 and 3317.023 of the Revised Code. Understanding that class sizes cannot always be reduced at all grade levels at the same time, the Board and the Association recognize that it is in the best interest of the pupils and the bargaining unit members to initially strive to reduce class sizes at the lower grade levels and proceed to the higher grade levels as financial circumstances permit.

The Board believes that class sizes should not be larger than necessary to maximize the learning experience for pupils, taking into account the available classroom space, staff, financial resources and scheduling needs. Class size should also take into account the special needs of handicapped pupils mainstreamed into regular education classes, and any additional educational needs presented by pupils who are repeating the class and pupils who may have additional educational needs as reflected on a Section 504 plan.

The Board will seek to reach the following class size goals to the extent reasonably feasible with 25 students in grades K-2, 27 students in grades 3-8, and 29 students in grades 9-12.

The class size number for purposes of this provision shall include mainstreamed special education students (if one full period or more).

D. The Superintendent or his/her designee shall provide to the Association President, if requested, projections, in writing, of class sizes and teaching load lists prior to each school year. All class size projections shall be based upon projected fall enrollment. If at any time the projected or actual size of a class(es) exceeds the goals set forth in this Section, the Superintendent or his/her designee and the Association President shall meet and discuss the situation.

E. It is mutually recognized that the presence of special needs students can have an impact on the appropriate class size and the workload of the regular classroom teacher. A good faith effort will be made and documented in writing by the building administration to adjust class size where appropriate, taking into account, among other factors, the number of special needs students, the nature of the disabilities, the class size prior to mainstreaming, and the extent of support and assistance being provided by the ancillary staff members.

F. All classes that exceed the aspirational goals will be brought before a class size committee prior to the regularly scheduled September Board of Education meeting. The committee will be comprised of the teacher affected, the BWEA building representative,

the BWEA President, the building principal, and two other district administrators. This committee will work to develop a plan of action that could include additional staff. These recommendations will be forwarded to the Superintendent and a decision will be determined within 10 school days.

ARTICLE VIII - SPECIALISTS

A. A minimum of five full-time equivalent educational service personnel shall be employed on a district-wide basis for each 1,000 pupils in average daily membership. Said ratio shall be calculated in accordance with Section 3317.02 and 3317.023 of the Revised Code.

B. Educational service personnel shall be assigned to at least five of eight areas: counselor, library media specialist, social worker, school nurse, visiting teacher, elementary art, music and physical education. Educational service personnel assigned to elementary art, music and physical education shall hold the special teaching certificate in the subject assigned.

C. No educational service class, K-8, shall exceed 38 students except band, chorus, or other such performing groups.

D. Notwithstanding the foregoing, if the State Auditor certifies an operating deficit in the District pursuant to ORC Section 3313.483, (auditor of state to determine financial ability of district to operate), the only staffing requirements for educational service personnel shall be those necessary to meet the state minimum standards.

ARTICLE IX - NON-TEACHING DUTIES

A. Members may be required by the building principal to attend meetings outside the regular eight- (8-) hour school day, provided such meeting does not exceed one-half (1/2) hour beyond the regular eight- (8-) hour day. Only one (1) such meeting may be scheduled per month that exceed the eight- (8-) hour day.

B. Members shall attend the "Open House(s)" and/or "curriculum night(s)" appropriate to their building assignments. Compensatory time off will be provided to those members required to attend an open house and/or "curriculum night(s)" on a day that is not a scheduled work day. An Open House and/or "curriculum night(s)" scheduled in the evening of a work day, will count as one (1) of the functions required under Section C.

C. Members shall not be required to chaperone or attend more than three (3) functions per year which are scheduled outside of the regular eight (8) hour school day. Functions for which members have been granted compensatory time off shall not be counted as one of the three (3) functions. Attendance at any other such school functions outside of regular school hours shall be on a voluntary basis and/or by supplemental contract. No

administrator or supervisor shall mark the attendance or absence of any member at any voluntary function.

Annually, on or before the first member work day, each building principal shall notify the staff of the name and anticipated date of each of the functions that the member is expected to chaperone or attend for the school year. Attendance and/or chaperoning at the three (3) functions shall not be scheduled to include more than a six- (6-) hour commitment per school year.

D. Members shall have the opportunity to participate in curriculum, textbook and course of study committees.

E. Participation on all building level committees is voluntary. When staff members volunteer to serve on a building level committee, for which they are not otherwise compensated, they may apply for and receive CEU's approved by the LPDC if available for such service. In addition, members may be granted up to four (4) in-service hours which shall apply to their optional in-service hours provided a plan is submitted for approval to the Superintendent or his/her designee and is approved. The plan must demonstrate how the experience contributes to the member's professional growth.

F. Curriculum Development

1. The Board recognizes that member involvement in the planning and implementation of curriculum development is desirable.

2. Any special study committees needed will operate within the time constraints as outlined in Article XII entitled, "Teacher Facilities and Conditions."

3. All course or program changes desired for the following school year should be submitted to the Board in September, but may be submitted no later than the regular meeting of the Board in December. The course or program changes should be submitted to the Board.

G. A member who volunteers to engage in the overnight supervision of pupils as part of a co-curricular assignment and who is not otherwise compensated for the activity will be paid one hundred fifty dollars ($150).

H. No member will be required to perform an invasive medical or other support service (such as but not limited to changing diapers) required by a special education student if the performance of such service does not reasonably fall within the member's existing competence and training.

ARTICLE X - REDUCTION IN FORCE

A. Reduction in Force (RIF) may be necessary because of decreased enrollment of pupils in the District, changes in curriculum, changes in the use of personnel, lack of funds, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district or for any other similar reason. This Article applies to supplemental contracts as well as regular contracts provided that there shall be no right of recall to a supplemental contract beyond the school year in which the contract is suspended.

   For purposes of this Article, decreased enrollment of pupils shall include consideration of subject-area enrollment as well as district-wide enrollment. Decreased enrollment of pupils shall also take into account declining enrollment over the five year period immediately preceding the RIF, and thus is not limited to declining enrollment in the current or previous year.

B. Where known and where possible, the number of persons affected by a RIF will be kept to a minimum insofar as is practicable by not replacing members who retire or resign.

C. Except as provided in Section D below, reductions may be achieved only by suspension of contracts in accordance with Section 3319.17.

D. Vacancies created by members who retire, resign, are on leave of absence, or whose limited contracts are not renewed under Article XXII, when such vacancies are not filled, do not constitute a reduction-in-force.

E. In suspending contracts within the areas of certification or specialties affected, preference shall be given to members on continuing contracts. The Superintendent or his/her designee shall determine the specific areas of certification and the specialties, as well as the specific positions and/or work locations to be affected by the reduction-in-force.

F. Members on limited contracts shall be reduced first, utilizing the following order:

   1. Licensure/Certification;
   2. Competency as determined by formal evaluation;
   3. When evaluations are comparable, reductions will be made based on reverse order of seniority (i.e. lowest in seniority will be first reduced).

G. If further reductions are needed, members on continuing contracts shall be reduced utilizing the following order:

   1. Licensure/Certification;
   2. Competency as determined by formal evaluation;
   3. When evaluations are comparable, reductions will be made based on reverse order of seniority (i.e. lowest in seniority will be first reduced).

H. Through June 30, 2014, all evaluations shall be considered comparable. The Evaluation Committee will define "comparable evaluations" as part of the new evaluation process for ratification and implementation beginning July 1, 2014.

I. Seniority shall be determined by placing all members on seniority lists within their area or areas of certification giving preference, within each area of certification, first to members on continuing contracts, then to professionally or permanently certificated members on limited contracts, and finally to limited contract members with temporary or one-year vocational certification. Such seniority lists shall be revised at least annually, and no later than November 1 of each year; and a copy of each revision shall be provided to the president of the Association within thirty (30) days of its completion.

1. If two (2) or more members on any seniority list shall have the same length of continuous service, seniority shall be determined by:

   a. the date of the Board meeting at which the member was hired; and then by

   b. total teaching experience in the Big Walnut Local School District; and then by

   c. total teaching experience as certified by the STRS; and finally by

   d. the last four (4) digits of the member's Social Security Number, with the low number prevailing.

Length of continuous service shall not be interrupted by authorized leaves of absence.

J. Members selected for non-renewal or suspension of contract shall be placed on a "RIF List" which shall be organized by Certification Areas and which shall list each member in descending order of seniority within each area of certification held by each such member. As positions or vacancies become available for which such members are certified, those members shall be recalled to employment in reverse order of layoff within the applicable area(s) of certification in which such new positions or vacancies occur. Notice of recall shall be given by telephone and registered mail to the last telephone number and last address given by the member. It is the responsibility of members on the RIF list to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached, and also of any change in the certification of the member.

Each member shall remain on the RIF list for two (2) school years, provided that the rights herein granted to a member shall be forfeited by the member should he or she: (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; or (4) fail to report to work in a position that he or she has accepted within ten (10) school days after receipt of the notice of recall. Members on the RIF list shall have the right to continue to participate at the members' expense, in group insurance programs without interruption in benefits, to the extent authorized by law.

ARTICLE XI – MEMBER EVALUATION

A. Purpose

1. To assess a member's work performance.

2. To help the member to achieve improved knowledge and skills in performance of the work assignment.

3. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

B. Evaluation Committee

The Association and the Board agree to a joint Evaluation Committee for the purpose of creating, revising and monitoring the components of a new system for the evaluation of members as defined in Article I, Recognition in the Big Walnut Local Schools. The components of the new evaluation system to be developed by the committee include but are not limited to an evaluation framework, procedures, processes, and all forms and other tools that are used by the member's evaluator or that an evaluated member is required to complete as part of the evaluation per Article XI, Definitions, Section C Evaluation System.

1. Composition

   a. The evaluation committee shall be comprised of no less than six (6) Association committee members appointed by the Association president and six (6) committee members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend evaluation committee meetings.

   b. Association committee members will serve for the development and flexible implementation of year (2012-2013). After this flexible implementation period ends and the Evaluation System has been ratified per Article IV, Negotiations Procedures, Section (D) Ratification, association committee members shall serve staggered terms of three (3) years with the first association committee member's term ending in 2015. Consecutive terms are permissible.

   c. Association committee members shall be representative of elementary, secondary and specialty areas within the district.

   d. The evaluation committee will exist during the development and flexible implementation year of the new evaluation system (2012-2013) and remain intact during the next two years of full implementation of the evaluation system (2013-2015). At the end of this term, the evaluation committee can

be resolved if the evaluation committee recommends such action and the recommendation is ratified by the Board and Association per Article IV, Negotiations Procedures, Section (D), Agreement.

2. Operational Procedures

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

   b. Evaluation committee members will receive training in the state adopted Evaluation Framework model prior to beginning their work and will receive on-going training during their work.

   c. The evaluation committee will establish by mutual agreement a meeting calendar and timeline for work completion.

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

   e. All decisions of the evaluation committee will be made by majority.

   f. At the initial evaluation committee meeting, the evaluation committee will develop the ground rules/norms by which the evaluation committee will operate. These ground rules will be written and approved by all evaluation committee members. These ground rules will be reviewed annually and modified only with the approval of all evaluation committee members.

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

   h. Minutes of the evaluation committee meetings will be distributed to evaluation committee members, the Association President and the District Superintendent within five (5) school days following meetings of the evaluation committee.

   i. The evaluation committee may establish subcommittees to assist with the work.

   j. Subcommittees will be jointly appointed by the Superintendent/designee and the Association President/designee.

   k. The evaluation committee shall be authorized to utilize consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, will be borne by the Board.

l. By June 1, 2013 the evaluation committee will review the results of the new evaluation system piloted during the 2011-2012 and 2012-2013 school years.

m. The Committee will recommend an evaluation system to the Board and the Association to be ratified per Article IV, Negotiations Procedures, Section (D). Ratification by the Association will take place on or before the first student day of the school year. Upon ratification, the evaluation systems will be implemented.

3. Piloting of Evaluation System

a. The second year of the pilot will be 2012-2013. The Association will ensure that it will include participation from at least 20% of members in the district. Participants will be representative of elementary, secondary and specialty areas in the district.

b. Participation in the pilot program will be voluntary, subject to the Superintendent's discretion to accept a member in the pilot program.

c. Participants will offer feedback to the evaluation committee in order to improve and revise the evaluation system that the evaluation committee will recommend to the Board and the Association.

d. Evaluation information gathered through the flexible implementation program will not be used for any personnel decisions including but not limited to advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

4. Compensation

a. Association members of the evaluation committee will receive release time for evaluation committee work and training including but not limited to the development, implementation, revision and monitoring of the evaluation system. Each association committee member from the association will receive at least six (6) release days each year during the 2012-2013 and 2013-2014 contracted work years.

5. Secretarial Support

a. The Big Walnut Local Schools will provide secretarial support and assistance to the evaluation committee. Responsibilities may include but are not limited to note taking, copying, committee notification, communications, distribution of materials and other duties as needed.

6. Committee Authority

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

   b. The evaluation committee is responsible to jointly develop, revise and monitor the member evaluation system. The components of the new evaluation system to be developed by the evaluation committee include but are not limited to an evaluation framework, procedures, processes, definitions, all forms and other tools.

7. Adoption and Revision of Evaluation System

   a. The evaluation committee will produce the final evaluation system to be proposed for ratification by the Association and the Board per Article IV, Negotiations Procedures.

   b. Once ratified by both parties this evaluation system shall be incorporated into the Master Agreement between the Big Walnut Local Schools Board of Education and the Big Walnut Education Association and will go into effect for the 2013-2014 school year.

   c. Until ratification by both parties, the previous evaluation system as defined in Article XI, Member Evaluation, will remain in place for the 2012-2013 and 2013-2014 school years. At the same time, the District will continue to pilot the new evaluation system until its ratification.

   d. Recommendations for any needed modifications to the evaluation system will be formally suggested in writing by the evaluation committee to the association president and superintendent no later than June 30 of the preceding school year in order to be implemented for the next academic year. The evaluation committee will include the specific rationale for recommended changes.

   e. All modifications to the adopted evaluation system will be subject to ratification by the Board and the Association per Article IV, Negotiations Procedures.

   f. The obligation for mid-term bargaining for changes in the evaluation system will be triggered by employer changes to the Board adopted Big Walnut Local Schools Evaluation Policy affecting terms and conditions of employment not addressed during negotiations of this contract.

   g. In the event of legislative action by the Ohio General Assembly that materially affects this topic, the parties to the Agreement agree to reconvene bargaining

to make the appropriate adjustments required per Article IV, Negotiations Procedures.

ARTICLE XII - TEACHER FACILITIES AND CONDITIONS

A. Each member shall have unassigned time included within the framework of the eight hour school day, in addition to a thirty (30) consecutive minute, uninterrupted duty free lunch barring unforeseen or extenuating circumstances.

1. Members assigned to the intermediate, middle or high school buildings, excluding traveling members, shall have no less than forty-three (43) consecutive minutes preparation time per day.

2. Members assigned to an elementary building or traveling members, shall have no less than fifty (50) minutes preparation time per day, which may include student-free time when physical education, art and music classes are being taught by a special teacher. These members shall not be required to be available during their preparation time.

3. Traveling member shall be defined as: a member with assignments in more than one building.

4. The preparation time set out in Article XII, Teacher Facilities and Conditions, Section (A) (1) and (2) above may include time spent in member initiated work related activities.

B. Members shall be able to work in the building during time other than the regular school hours by obtaining the key from the building principal.

C. The following member facilities shall be provided:

1. A serviceable desk, chair and filing cabinet for each member.

2. A member work area containing equipment and supplies to aid in the preparation of instructional materials.

3. Space in each classroom and/or work area in which members may store instructional materials and supplies.

4. An appropriately furnished room to be used as a faculty lounge which may be additionally used as a member work area.

5. Restroom facilities separate from the student restrooms.

6. A copy machine (and as available), fax and computer facilities located for convenient use by members.

D. An area of the school parking lot will be designated for member parking.

E. In each school building, there will be an extension telephone that members may use in private for school-related work. Members will not be expected to perform duties that require the use of a telephone when a telephone is not available.

F. Professional Dress and Appearance

Members are expected to dress in a professional manner appropriate to the subject matter being taught. Occasional casual dress days in each building will be determined by the building administrator. Members, who after reasonable written notice, refuse to conform to the requirements of this provision, may be subject to discipline.

G. Tuition Free Enrollment

Full time members who do not reside in the District may enroll their children as pupils, without payment of tuition, subject to the following conditions:

1. Each Member desiring to enroll a non-resident pupil under this Article shall make application to the District for enrollment not later than March 1 of the first year of enrollment. Such members shall notify the District by March 1 of each year after the first year of enrollment of the member's desire to continue the enrollment of a nonresident child enrolled during the previous year.

2. Members must designate their building preference for enrollment by April 1 of each school year, and their children will be assigned accordingly. Members that do not indicate a building preference by April 1 will be considered for enrollment in the building of preference, but will not be guaranteed.

3. The Board will adopt the resolution required by Ohio Revised Code 3313.64. This Article shall be administered in accordance with applicable provisions of Ohio law.

H. As a condition of employment, members will be required to sign the Computer Use Agreement contained in Appendix D of this Negotiated Agreement.

I. Environmental Concerns

As used in this provision, "Environmental Concerns" means concerns about extremes of temperature in a classroom, lighting, air quality and health related concerns, and other aspects of the teaching environment affecting the ability of members to teach and students to learn. Each building will, annually, develop and publish in the building teacher handbook, the appropriate means of notification for building environmental concerns both in the case of immediate issues and long-term environmental issues. In

addition, a multi-part form will be developed for use in notifying the building principal of environmental issues, which form will include space for notifying the member of the administration's disposition.

The administration will make reasonable efforts to address the environmental concern. Members will be notified within ten (10) school days of the disposition of environmental concerns which are reported on the form.

J. Conferences, meetings or conversations regarding discipline of members shall be conducted in a private and professional manner.

ARTICLE XIII - ASSOCIATION RIGHTS

A. There will be no reprisals of any kind taken against any member by reason of membership or participation in any of its lawful activities.

B. Representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the educational program.

C. The Board will, upon reasonable request, provide the Association with any public documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of members.

D. The Association will be provided with copies of minutes of official Board meetings. A copy of the official agenda will be given to the Association at the time it is distributed to the Board members.

E. Association Delegate Leave

1. No more than three (3) delegates representing the Association shall be granted leave with pay to attend meetings of the OEA Representative Assembly. Such leave shall not exceed two (2) days per elected delegate in a school year. One day of Delegate leave may also be used by the Association President for Association purposes. In addition to the one (1) day of Delegate leave, the Association President or designated delegate may use up to two (2) additional days of paid leave from any available professional leave for Association purposes. Any expense incurred by such delegate(s) shall not be the obligation of the Board.

2. To conduct Association business, the Association President shall be granted release time from duties equivalent to one (1) class period per day without loss of pay.

F. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The date, time, and section of the building to be used will be cleared on the calendar of the principal of that building.

G. The Association will have the right to use school facilities and equipment, including computers, printers and other duplicating equipment, public address equipment and audio visual equipment when such use does not interfere with the regular school use. Such use shall be on school premises and any costs for expendable items shall be paid by the Association.

H. The Association will have the right to use inter-school mail and the member mailboxes. The Association has the right to place organizational materials in all members' mailboxes. Copies of all such material may be shown to the building principal, but approval from the principal will not be required.

I. The Association will have the right to have a letter prepared by the Association informing members new to the district that the Association is recognized as the exclusive bargaining agent for all members in the district.

J. The rights and privileges granted to the Association by this article will not be granted to any other member's group or organization which purports to represent any member or group of members covered by this Negotiated Agreement.

K. Payroll Deductions

1. The Board agrees to deduct from the salaries of members, dues and assessments for the Association and/or any combination of such organizations, as said members may individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such organization or organizations. Members shall authorize deductions in writing utilizing the forms provided by the Association for such purposes. Members who wish to discontinue continuing payroll deductions shall notify the Association in writing and the Association shall transmit the request to the Board by October 1. Any portion of the annual association dues owed at the conclusion of a bargaining unit member's employment shall be deducted from the final pay. If the amount of the last payroll check is insufficient to cover the balance of the dues owed, collection of any remaining amount shall be the Association's sole responsibility.

2. Effective July 1, 2012 all paychecks will be electronically deposited into an account designated by the member and each member will receive notification of his/her pay by email.

3. The Association agrees to indemnify the Board for any cost and/or liability incurred as a result of the implementation and enforcement of paragraph one (1) above provided that:

   a. The Board shall give written notice within ten (10) days of receipt of any claim made or action filed against the employer by a member of the bargaining unit 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 (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the dues deduction provision of the negotiated 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 provision herein.

4. The Association will certify to the Board, through its Treasurer, in writing, the current amount of its membership dues by October 1 of each year.

5. Deductions referred to in Section 1 above will be made in equal installments over twenty (20) pay periods. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which deductions are to be made.

L. Fair Share Fee

1. Payroll Deduction for Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Negotiated Agreement. The fee shall represent that portion of Association dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed 100% of the unified dues of the Association.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Treasurer of the Board no later than December 15 of each year during the term of this Negotiated Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. All fair share fee payers so notified shall have until January 14 of each year to file with the OEA an application for an immediate advance reduction pursuant to Section (5) below.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until such bargaining unit member has been employed sixty (60) calendar days.

b. If a staff member's employment ends, if he/she goes on an unpaid status before all six (6) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Big Walnut Education Association." A list of the staff members for whom deductions were made will be included with the check showing the amount deducted for each staff member.

4. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit 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 Constitutions of the United States and the State of Ohio.

5. Entitlement of Advance Reduction

Upon timely demand as defined in Section 2 above, non-members may apply to the OEA for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

6. Indemnification of Employer

The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and 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 (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or 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.

ARTICLE XIV – TEACHER PROFESSIONAL ORGANIZATION (TPO)

Upon written request by the Association Treasurer, a stipend shall be issued to any member for performing work for the Big Walnut Education Association and/or an affiliate of the Association.

The request shall include: the name(s) of the member(s) performing the work, the time period of the work to be performed, and the stipend amount to be paid for the work. Within ten (10) work days of the written request, the District Treasurer shall notify the Association Treasurer of the exact check amount to be paid. The amount shall include retirement contributions paid on behalf of the member(s) and other salary driven fringe benefits. To comply with STRS rules, the employer and employee contributions must be made on compensation from the member's contract. In no event shall this amount exceed the maximum allowed by Ohio Administrative Code Section 3301-6-01.

The Association Treasurer shall submit a check in the agreed upon amount to the District Treasurer. The Board shall pay the stipend(s) to the member(s) within thirty (30) days of the submission of the check from the Association Treasurer to the District Treasurer.

If the foregoing provisions are amended by subsequent changes to the Ohio Administrative Code section 3307-6-01, then such changes shall be addressed as provided in Article XXXII of this Negotiated Agreement.

ARTICLE XV - SICK LEAVE

A. Each full-time certificated member employed by the Board shall be entitled to sick leave accumulated at the rate of one and one-fourth (1 1/4) days per month for a total of 15 days per year. Accumulation of unused sick leave shall not exceed two hundred sixty (260) days.

Those members who have accrued the maximum 260 sick leave days at the beginning of a school year can take up to fifteen (15) additional sick leave days per year that will not be charged against the original 260 days. Members taking sixteen (16) or more sick leave days shall have those sick leave days deducted from their original 260 days. Accrual to reach the maximum 260 days resumes the next school year.

B. Only sick leave may be used for absence due to personal illness, injury, exposure to contagious diseases, absence for the purpose of keeping appointments with any doctors, dentists, or for any other medically related purpose, or death, involving either the member or the member's immediate family. Such sick leave may be used in either full or half day increments and shall be documented on the Employee Leave Request Form, Appendix E. The Superintendent or his/her designee shall approve the use of long term, extended (beyond twenty [20] days) sick leave.

After five (5) consecutive days of sick leave, the Board shall request and the member provide a written doctor's excuse for the use of sick leave, if medical attention is required. Falsification of a statement is grounds for suspension or termination of employment.

C. The Association and Board acknowledge that sick leave is made available for purposes of the illness of a member, family member as defined in this Negotiated Agreement or other authorized purposes as set forth herein. Sick leave abuse is prohibited by law and is contrary to the interests of the Association, the Board and the District. Any member who is suspected of sick leave abuse may be required to attend a conference with the administration. Such member will be entitled to be accompanied by an Association representative, if requested. Sick leave usage for which no adequate explanation has been provided may be subject to comment on the member's evaluation.

The sick leave form provided by the Board will not require the disclosure of any physician's name who was visited.

D. Illness in the Immediate Family

The immediate family shall be defined as spouse, mother, father, child, sister, brother, mother-in-law, father-in-law; any person with standing in the place of any of the foregoing; and any person residing in the home of the member for whose care the member has responsibility.

E. Death in the Immediate Family

In addition to those individuals in Section D above, the immediate family shall be defined as niece, nephew, aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, and grandparent.

In the event of death in the immediate family a member may use up to three (3) consecutive sick leave days unless special circumstances (such as travel distance or funeral responsibilities) require additional days.

F. On September 15 of each school year, members who have accumulated sick leave of less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days.

G. For emergencies or extraordinary circumstances, the administration may grant sick leave above the inclusions of this policy. The member shall state in writing the details of the case.

H. Sick Leave Bank

1. Sick Leave Bank

The Sick Leave Bank Committee will activate a sick leave bank on an "as needed" basis. The Treasurer will be notified at least two pay dates prior to being requested to pay additional sick leave to a member utilizing the sick leave bank. No more than twenty (20) days of sick leave may be awarded a member at any one time, provided that a member may request a hearing for additional days. The Association leadership shall be responsible for the solicitation and collection of the donated days and providing the information to the District Treasurer. Individual contributions may be up to a maximum of five (5) days per request.

During the term of the Negotiated Agreement, the parties agree that the operation of the sick leave bank may be varied by written Memorandum of Understanding signed by the President of the Association and the Superintendent or his/her designee. The Sick Leave Bank Committee will annually review the operation of the sick leave bank during each year of this Negotiated Agreement.

2. Participation in Sick Leave Bank Benefits

Bargaining unit members are eligible for a loan of sick leave if all of the following conditions have been satisfied:

a. The member has exhausted his or her accumulated and unused sick leave together with any advancement of sick leave as defined in Article XV (F).

b. The member is not eligible for disability retirement under the regulations of the State Teachers Retirement System.

c. The member is suffering from serious personal illness, or injury, or requires additional sick leave due to the serious health impairment of a family member (as defined in Article XV (D)) of a sufficiently severe nature as to warrant extraordinary relief as determined by the Sick Leave Bank Committee and otherwise approved as provided in this Section.

A member who has exhausted a loan of sick leave may request and receive an additional loan of sick leave days from the sick leave bank upon the approval of the Sick Leave Bank Committee.

3. Application for Sick Leave Bank Benefits

Qualified members may apply for a loan from the sick leave bank. Application shall be made to the Sick Leave Bank Committee. The Sick Leave Bank Committee may either approve the recommendation as submitted, approve a fewer number of days or reject the application.

No grievance may be brought challenging any action of the Sick Leave Bank Committee, the Superintendent or his/her designee granting, modifying or denying any request for the advancement of sick leave days under this section.

4. Sick Leave Bank Committee

The Sick Leave Bank Committee shall consist of two Association members designated by the President of the Association and two representatives appointed by the Superintendent plus the Superintendent or his/her designee. The Sick Leave Bank Committee shall consider individual requests for the advancement of sick leave from the sick leave bank. It shall include a determination of whether or not the criteria for the advancement of sick leave set forth in the Section have been satisfied. A separate Sick Leave Bank Committee may be designated for each individual request, as determined by the Superintendent or his/her designee and Association President.

ARTICLE XVI - LEAVE PROVISIONS

A. Illness Disability Leave

Upon written request, accompanied by a written statement of support from his/her physician, a member shall be granted a leave of absence, without pay, for a period not to exceed two consecutive school years, for personal illness or disability. Such leave may be extended at the discretion of the Board. Further, however, the Board may require, and/or shall support, the member's application for "Disability Retirement Status"

with the State Teachers Retirement System of Ohio (STRS) prior to, and as a condition of, the granting of such leave.

B. Family and Medical Leave Act

The Board and the Association, on its own behalf and on behalf of the members of the bargaining unit each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 USC Sections 2601 through and including 2654. The Board may designate any paid sick leave or other qualified leave provided in this negotiated agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.[1]

C. Pregnancy Leave

In addition to all other leave available, up to six weeks' of accrued paid sick leave will be available to members following the birth or adoption of a child which will be counted toward the twelve weeks of FMLA leave. Unless such leave is extended due to illness, any extension of that leave beyond six weeks will be unpaid leave.

D. Leave of Absence

1. Upon written request of a member who has completed five or more school years with the Big Walnut Local School District, the Board may grant a leave of absence, without pay, for a period of not more than one (1) school year, for educational, professional, maternity or compelling personal, family or emergency reasons, provided that a qualified replacement may be employed to fill the vacancy thereby created. Leaves of absence will not be granted for recreational or vacation purposes, or for the purpose of seeking or taking other full-time permanent employment. No more than 5% of the members of the bargaining unit shall be granted such leave concurrently. Teachers applying for a sabbatical leave shall meet the additional requirements of 3319.131 of the Revised Code.

2. Upon the written request of a member who has completed less than five (5) school years with the Big Walnut Local School District, the Board may grant the leave of absence without pay.

3. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The member shall advise the Board of the commencement of the leave as far in advance as possible, preferably forty (40) days prior to the start of the leave. Unless otherwise specified, all leaves will terminate at the beginning of the next ensuing school year. Any teacher on leave

[1] The FMLA permits qualified employees to receive up to twelve weeks of unpaid leave per year for personal or family medical reasons. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

of absence must notify the Board by May 1 of his/her intent to either return or not return to service at the beginning of the next school year. Failure to notify of intent to return will be deemed abandonment of employment and such position will be considered open.

4. No member shall return to service prior to the expiration date of such leave without the approval of the Superintendent or his/her designee. Any member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.

5. Upon return from leave, a member of the instructional staff shall be given an assignment consistent with his/her area of certification.

E. Upon the granting of leave as set forth in subsection A, C and D above, the following conditions shall be applied:

1. The member shall continue to be carried on the payroll records for the purpose of eligibility for any group insurance plan.

2. The premium of any such group insurance plan shall be paid entirely by the member.

3. The accumulated and unused sick leave to the credit of the teacher shall be restored upon the member's return to active service.

F. Parental Leave

Upon written request, a member shall be granted a leave of absence without pay for a period not to exceed six weeks for care of a newborn or adopted child. If both parents are members employed by the Board, only one such parent shall be eligible for leave under this provision.

G. Jury Duty

A member, upon written request to the Superintendent or his/her designee, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The member shall receive his/her normal pay during jury service. A leave form shall be submitted when the member becomes aware of the need to use Jury Duty Leave. The member may also retain all compensation and expenses received from serving as a juror.

ARTICLE XVII - PERSONAL LEAVE

A. Certificated members shall be granted three (3) personal days in any school year that can be used without loss of pay. One unused personal leave day may be carried over per year, up to a maximum accumulation of five personal leave days.

B. Personal leave must be requested upon the Employee Leave Request Form, Appendix E, and presented to the building principal or his/her designee three (3) days prior to the requested leave day. Exceptions to this three (3) day limitation may be made at the discretion of the Superintendent.

   Upon submission of the Employee Leave Request Form, Appendix E, the Superintendent or his/her designee shall approve the application.

   1. No more than five percent (5%) of the certificated members in any building shall be granted personal leave at the same time; any fraction shall be rounded off to the next highest whole number. In case of conflict, requests will be honored on a first-come, first serve basis.

   2. The Building Principal may adjust the limitation on the number of leaves granted within his/her building as conditions merit.

   3. Fraudulent use of personal leave shall result in a deduction of pay. Subsequent fraudulent use of personal leave may result in other disciplinary action as may be deemed appropriate.

C. Personal leave shall not be authorized for the following purposes:

   1. Gainful employment

   2. Absences covered by sick leave provision.

D. Personal leave can be used in half-day increments.

E. In case of a School closing, any member on personal leave shall not be charged with use of any personal leave. If a member's assigned building is closed for a partial day and the day is counted as a student day, leaves will be charged as originally approved.

ARTICLE XVIII-PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In-Service Education Projects

1. The Board recognizes its responsibility under State Minimum Standards to provide an effective in-service program for staff. In-service is defined as those activities which are for the professional development of the staff. In-service education can be implemented at grade levels, building levels, or at the district-wide level. The Board recognizes that teacher involvement in the planning and implementation of in-service activities is desirable.

2. The School Calendar approved by the district shall include "COTA Day" as a day of no school when teachers may elect to participate in the in-service programs offered by the Central Ohio Teachers Association (COTA) and/or in-service programs developed by their respective building PAC's when such option is available.

3. Eight (8) hours per school year will be reserved for district sponsored in-service programs. Members will be notified prior to the end of each school year of the intended time and content of those programs. Attendance at District In-service programs will be required, provided that reasonable options will be provided for those unable to attend due to circumstances beyond their control.

B. Student Teachers

All colleges and universities will contract directly with the Board for student teacher participation in the Big Walnut Schools. The participating college or university will make all cash payments or tuition certificates payable to the Board. Cash payments and/or tuition credits will be first available to the cooperating teacher for classroom materials or tuition reimbursement. If not used by the cooperating teacher, the cooperating teacher's building Principal's Advisory Committee (PAC) will allocate the payments or credits for the professional development of the staff members in the building.

C. Professional Leave

Upon approval of the Building Administrator, professional leave shall be granted for the purpose of professional development activities that will benefit the district, including visitations within the school district and/or to other school districts. Any member desiring such leave shall submit a written request to the Building Administrator no later than three (3) days prior to the date(s) of the leave. This notification may be waived by the Building Administrator in cases of emergency.

1. Members granted leave under this subsection or attending meetings or functions shall receive reimbursement for all necessary and actual expenses incurred for such leave or meetings or functions, in an amount not to exceed $200 per member

for registration, lodging and/or meals. Additional expenses may be reimbursed on approval of the Building Administrator. Mileage will be reimbursed at the then-current IRS approved mileage expense deduction rate.

Itemized bills shall be submitted for reimbursement on appropriate forms. (Actual hotel receipts and a daily tabulation for meal expenses must be attached.)

2. Members granted leave under this subsection shall be granted leave with pay but shall not be reimbursed for any expense incurred in the use of said leave.

D. Tuition Reimbursement

1. During the 2012-2013 school year, no less than $39,000 will be made available for tuition reimbursement. In 2013-2014, no less than $42,000 will be made available for tuition reimbursement. The purpose of the tuition reimbursement fund is to reimburse members for the cost of tuition for educational courses in accordance with this provision. The request must be pre-approved prior to the quarter or semester in which the course(s) will be taken. Pre-approval requests will be made to the LPDC. Annual tuition funds not paid or committed to be paid in any quarter will be carried forward to the next quarter. A maximum of $10,000 of the annual tuition funds not paid or committed to be paid in any fiscal year will be carried forward to the next fiscal year. The quarters for payment purposes are:

   - 1st July 1 to September 30
   - 2nd October 1 to December 31
   - 3rd January 1 to March 31
   - 4th April 1 to June 30.

2. The Board will begin taking applications for approval for tuition reimbursement courses on the first day of every quarter. Only courses related to education, approved in advance by the Superintendent or his/her designee, the LPDC, and provided by accredited institutions will be reimbursed up to fifty (50) percent of the tuition cost of approved courses up to a maximum of $3,000 per member per year. Requests for reimbursement shall be made to the Board Treasurer and shall include written evidence of tuition payment and successful course completion. Successful completion shall require passage with a grade of "B-" or better in graded courses or designation of passage in ungraded courses.

3. Should a member leave the District voluntarily within one (1) year of receiving tuition reimbursement funds, the member shall re-pay the full amount of the tuition reimbursement received. If the member remains employed with the District for one (1) year after receiving tuition reimbursement funds no repayment will be required.

4. Priority will be given to members enrolled in courses needed to upgrade their skills to meet licensure standards (as set by the local professional development

committee), school goals, and to persons enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.

E. Local Professional Development Committee (LPDC)

1. The Superintendent or his/her designee and President of the Association will maintain a Local Professional Development Committee (LPDC). The membership and structure of the committee will satisfy all requirements of R.C. 3319.22 as amended by S.B. 230. The Board and Association each reserve all rights under 3319.22.

2. Members of the LPDC will be paid a supplemental salary according to Article XXVI while attending LPDC meetings. The chairperson will be authorized to work additional hours to a maximum of three (3) hours per month.

ARTICLE XIX - TEACHER SUBSTITUTION IN AREAS OTHER THAN NORMAL ASSIGNMENT

A. 1. The Board and the Administration as far as possible, will not ask members to teach in areas other than those to which they are normally assigned and will attempt to provide substitutes for absent members. In cases of emergency, a member may be required to substitute in other classes. Members in grades 7-12 will be compensated at the rate of 1/7 of the concerned member's normal daily pay rate based upon the total contract days for each hour or period for which said member is required to substitute.

2. Classroom members in grades K-6 may be assigned pupils divided from another class in the absence of a classroom member. The member will be paid twenty dollars ($20.00) per day for each instance.

3. Classroom members in grades K-6 who lose their planning period due to the absence of a special member will receive one-seventh (1/7) of the classroom member's daily rate of pay for each instance.

4. Each building will maintain a master list indicating the number of times that classroom members in the building have been asked to supervise additional pupils under paragraphs A(1), A(2), or A(3) above, initialed by both the member and the principal.

5. No member shall leave a school building to conduct school business or to coach or supervise an extracurricular activity without the approval of the principal. The member shall notify the principal of his/her request to be absent at least twenty-four (24) hours in advance except in emergencies. Members will not be required

to obtain their own substitutes when their absence for school business or extracurricular supervision has been approved by the principal.

B. At such buildings as shall be designated by the Superintendent or his/her designee, a member of the faculty shall be designated as lead teacher.

ARTICLE XX - PERSONNEL RECORDS

A. Placement of Material in File

When a principal or other administrator finds it necessary to make a notation in a member's file which reflects upon the member's conduct, service, character, or personality, he shall afford the member the right to read such notation. The member shall acknowledge that he has read such notation by affixing his signature on the actual document filed, with the understanding that such signature does not indicate his agreement with its contents. The member shall also have the right to refute such notation and his answer shall be attached to the file copy.

B. Right to Review

Members shall be guaranteed the right to examine and review the entire contents of their personnel file. A representative of the Association may, at the member's request, accompany the member in this review.

C. Board Policy – Matters Regarding a Professional Staff Member

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

1. First Level

   If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority.

   This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

2. Second Level

   If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor.

3. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a request for a conference shall be submitted to the Superintendent.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

4. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board. If a meeting is granted by the Board, the staff member will be notified in writing no less than three (3) days prior. The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting. The Board's decision will be final on the matter, and it will not provide a meeting to other complainants on the same issue.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this negotiated agreement.

ARTICLE XXI - SCHOOL CALENDAR

A. To promote input from the professional staff in the development of the school calendar, each year a committee of members, one from each building as designated by the Association, will meet with the Superintendent or his/her designee to review the proposed calendar. These representatives will survey the members in their buildings and will assist the Superintendent or his/her designee with development of the school calendar.

B. The Superintendent or his/her designee shall also submit for the committee's review, a priority list of school makeup days in case such days are needed. Any calendar adjustments after the school year begins will be at the discretion of the Board and the Administration.

C. The professional school calendar for the Big Walnut Schools shall be a maximum of 185 days which includes three teacher workdays (opening of school, end of first semester, and end of second semester), one administrative day, and the days required in Section 3313.48 of the ORC which requires each Board to provide schools to be open for

instruction with pupils in attendance for not less than 182 days each year which may include up to two days for professional meetings of teachers, and up to two days for parent-teacher conferences and reporting.

ARTICLE XXII - TEACHER EMPLOYMENT

A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract. Payment for such services shall be provided in the supplemental salary schedule. No member shall be required to supervise extra-curricular activities without compensation except for those provided for in Article IX. All extra-curricular activities, with or without compensation, must be approved by the Board.

B. The minimum sequence of limited contracts will be as follows: 1-1-2-3 (number of years for which contract is issued). Those members who received their initial teaching license before January 1, 2011 and who qualify will be considered for a continuing contract at the end of three (3) years of service as prescribed by law; provided, however, that nothing herein shall require the Board to grant a continuing contract during the term of an eligible member's limited contract. Those members who receive their initial teaching license on or after January 1, 2011 and qualify will be considered for a continuing contract at the end of seven (7) years of service as prescribed by law; provided, however, that nothing herein shall require the Board to grant a continuing contract during the term of an eligible member's limited contract. If this 7-year requirement, as mandated in R.C. 3319.08 (D) (3), is modified by subsequent legislation, the parties agree to adopt those legislatively adopted changes. Those members who have had a continuing contract in another school district in Ohio may be given a continuing contract at the end of two (2) years. However, the Superintendent may at the time of employment or at any time within such two (2) year period declare any of these members eligible for a continuing contract.

C. All members who want to be considered for a continuing contract must notify the Superintendent in writing that the member wants to be considered for a continuing contract by October 1 of the school year in which the Board would make the decision the following April. This applies to all members regardless of the length of contract the member currently holds. A member may be eligible for consideration for a continuing contract during the term of a multi-year contract. For those members who request consideration for a continuing contract during the term of a multi-year contract, if the Board does not grant a continuing contract the member will serve out the balance of the multi-year contract before the member is eligible again for consideration for a continuing contract.

FAIR DISMISSAL

D. Non-Renewal or Termination of Teaching Contracts

1. Except as provided herein, termination of a member's employment shall be effected in accordance with the requirements and procedures established by Chapter 3319 of the Ohio Revised Code.

2. Non-renewal of the first and second limited contract shall be effected in accordance with the version of Revised Code Section 3319.11 that was in effect immediately prior to July 1, 1989. The Board is not required to give a reason or reasons or to afford a meeting in connection with the non-renewal and such non-renewal is not subject to the grievance procedure. However, upon request, a member whose contract has been non-renewed shall be afforded a meeting with the Superintendent or his/her designee to discuss the non-renewal.

3. Probationary Limited Contract

   A member who has completed either a one (1) year or a two (2) year limited contract and who will be offered an additional contract of employment may be reemployed under a one (1) year probationary limited contract. The reason for the recommendation of a probationary contract will be communicated to the member prior to the award of the probationary contract. Probationary contracts will not be subject to "Just Cause" and may be non-renewed under the same provisions as are applicable to the first and second limited contracts. If a member is re-employed under a limited contract at the end of the probationary contract, the contract will be for two (2) years if the probationary contract was issued following the second one (1) year limited and for three (3) years if the probationary contract was issued following a two (2) year limited contract. Not more than two (2) probationary contracts may be issued to a bargaining unit member, only one (1) of which may be issued following the issuance of a two (2) year contract. This Article shall supersede and take the place of any and all provisions of the version of R.C. Sections 3319.11 and 3319.111 which became effective on July 1, 1989.

4. Non-Renewal of the Fourth Limited Contract

   If the local Superintendent or his/her designee recommends the non-renewal of a unit member's Fourth Limited Contract, the local Superintendent or his/her designee will, upon the request of the member provide the member with a written statement of reason or reasons for the recommendation. The member may request a meeting with the Board in executive session. Such meeting must be requested in writing to the local Superintendent or his/her designee not later than two calendar days prior to the date of the Board meeting. At such meeting the member (or his or her representative) will be provided a reasonable opportunity to explain why the member should be reemployed. No further action shall be

required of the Board following the meeting nor shall there be any right to grieve or appeal any non-renewal action under this section to the Common Pleas Court.

E. Just Cause for Non-Renewal or Termination of Limited and Continuing Contracts

1. Non-renewal of limited teaching contracts after the fourth consecutive limited teaching contract (excluding any probationary contract) in the Big Walnut Local School District shall be for just cause.

2. Members on continuing contracts will be subject to the same evaluation procedures in place for members employed under limited employment contracts. Any such member may be appraised in each of the first two years and evaluated the third. Failure of a member to improve job-related deficiencies, as identified through the appraisal and evaluation procedure, may be considered as "just cause" for the termination of that member's continuing employment contract. Prior to any action to consider termination of a continuing teaching contract the member will be provided written notice of the deficiencies upon which such consideration is based and an opportunity to meet with the Board in executive session to respond to those deficiencies. At such meeting it will be the responsibility of the member to identify the reason or reasons why the teaching contract should not be terminated.

   In the event that the Board shall proceed to consider the termination of a continuing teaching contract for just cause, the issue will, at the written request of the member no less than ten days after notice of Board action of termination, be considered as having been initiated at level three of the grievance procedure. In the event the issue of termination is advanced to Arbitration, the Arbitrator shall consider and rule on the issue of just cause for the termination of contract applying the "just cause" standard for termination of employment in the private sector, without regard to the standards applicable to termination for "good and just cause" as set forth in Revised Code Section 3319.16. The Arbitration will be conducted in accordance with this Negotiated Agreement.

   The non-renewal and termination procedures contained in this Article are intended to be exclusive and shall supersede any and all non-renewal and termination procedures and provisions contained in the Ohio Revised Code, except as delineated below.

   The right to cause consideration of the termination of a continuing teaching contract based on a "just cause" standard of review shall not be considered a waiver or limitation upon the right of the Board to consider and act upon the termination of such contract pursuant to Revised Code Section 3319.16 for any one or more of the grounds set forth therein. Any such termination will be conducted in accordance with the provisions of Revised Code Section 3319.16.

F. Individual/Small Group Teachers & Special Assignment Teachers

1. Definitions

As used in this section "Individual/Small Group teacher" means members certified for and assigned to positions as Learning Disability tutors (hereafter, "ISG Teachers"). Special Assignment Teachers means members assigned to positions as instructors other than ISG Instructors (hereafter referred to as "Special Assignment Teachers"). ISG Teachers and Special Assignment Teachers are members of the bargaining unit.

The Board and Association agree that the designation of members formerly designated as "ISG Instructors" and "Special Assignment tutors" to "ISG Teachers" and "Special Assignment Teachers" is prospective only, beginning on June 30, 1997 and thereafter. The designation is not intended to and does not create a claim to any additional compensation by or on behalf of any member formerly designated as an "ISG Instructor" or "Special Assignment Tutor" for any period prior to June 30, 1997.

G. Part-Time Teachers

1. Part-time members employed by the Board after June 30, 1997 will be employed under one year limited contracts that will be issued from year to year based on funding, satisfactory performance and need. Such contracts may be non-renewed at the end of any year in the same fashion as the non-renewal of an initial one year limited contract. Such non-renewal will not be subject to the "just cause" requirements for non-renewal of limited contracts regardless of length of service.

2. Part-time members will be advanced one year on the salary schedule for each year of service and will receive Board contribution to insurance benefits based on the percent of their teaching assignment. For example, a member with a half-time teaching assignment would receive one-half of the board contribution to insurance benefits. If a part-time teaching assignment is increased to a full-time assignment and the part-time member is employed in the full-time position, the member will receive a limited teaching contract at the beginning of the contract sequence that the member would have enjoyed had the part-time member been employed as a full-time member.

3. Part-time members shall earn leave benefits on a pro-rated basis relative to full-time members.

4. High school/middle schools members who work five (5) or more periods a day shall receive a planning period. Elementary school members who work nineteen (19) or more hours per week shall receive a planning period.

H. Any reference to teacher certification in this Agreement shall also include teacher licensure.

ARTICLE XXIII - VACANCIES AND TRANSFERS

A. The Superintendent or his/her designee shall prepare annually and post by May 15 a list of all known vacancies in teaching positions and supplemental positions for the succeeding school year. A member may apply for a posted vacancy for which he or she is certificated by the deadline specified in the posting. Additional vacancies occurring after May 15 and prior to June 16 will be published and distributed to the members along with their paychecks. Vacancies that occur after June 15 will be posted as follows: (1) by posting a notice of the vacancy on the Central Office main door and (2) by posting the notice of vacancy on the District website and District email. All such postings will remain for at least five (5) working days. Paychecks issued after June 15 will include a summary list of vacancies that have been posted together with information regarding vacancies that have been filled.

A member may request a transfer or reassignment in writing to the Superintendent or his/her designee by May 1 for the succeeding school year. Such requests will be considered and acted upon prior to the posting of vacant positions for the coming school year. When an opening occurs in a requested area of transfer or reassignment, the member will be interviewed and notified of the results in writing. Every effort will be made to notify members of transfers or reassignments by June 15. Pursuant to Section 3319.01 of the Revised Code, the Superintendent or his/her designee shall determine when a vacancy exists, whether it shall be filled and shall have the sole authority to assign and transfer members.

B. Definitions

1. Open Position

An open position may result from a death, resignation, retirement, transfer, reassignment, non-renewal or termination of the member filling such position or by reason of being newly created by action of the Board or administration. Open positions will be filled by assignment, reassignment or transfer prior to the determination or posting of a vacancy.

2. Vacant Position

A vacant position is one remaining after all open positions have been filled by assignment, reassignment or transfer, but prior to the employment of a new employee from outside the bargaining unit. Vacant positions the Superintendent intends to fill will be posted. Pursuant to Section 3319.01 of the Revised Code, the Superintendent or his/her designee shall determine when a vacancy exists,

whether it shall be filled and shall have the sole authority to assign and transfer members.

3. Transfer

Transfer is the assignment of a member to the same grade level or subject area as previously taught, but at another building within the district.

4. Reassignment

Reassignment is the assignment of a member to a grade level or subject area other than the one previously taught whether such service is to be performed in the same building or within the district.

5. Part-Time Assignment

Part-time assignments are assignments of members to teaching duties that represent less than a full-time assignment. Part-time assignments are made to accommodate the short-term instructional needs of the District, recognizing that the creation and maintenance of full-time teaching positions is preferred. Part-time assignments will remain in effect only for the school year in which the assignment is made and may be continued from year-to-year based on the instructional needs of the district.

Part-time assignments may be eliminated. If a member whose part-time assignment was eliminated has previously held a full-time position in the District, that member has the following three options:

a. Move to a full-time position for which he/she is qualified, if available;

b. If no such position is available, bump into another position through the Reduction in Force (RIF) procedure, or,

c. Resign.

Members whose part-time assignment was eliminated and who have not previously held a full-time position in the District may apply for another open position. If the member is not offered another position, or chooses not to apply for another position, he/she shall resign.

A change of assignment pursuant to this section above may take place prior to the posting of any vacancy.

C. Assignment of Members to Posted Vacancies

1. The assignment of members to posted vacant positions in the various schools and departments of the district shall be made by the Superintendent or his/her designee.

2. In making such decisions, the Superintendent or his/her designee shall consider the following:

   a. The potential contributions that the members could make in such new positions.

   b. The member's evaluations/appraisals and the recommendations made by principals.

   c. The qualifications of all candidates.

3. However, whenever possible, the Superintendent or his/her designee shall give preferential consideration to bargaining unit applicants before hiring new employees, and shall give preferential consideration to applicants having greater seniority than other applicants.

4. Substitute teachers hired to fill such vacancies will become part of the bargaining unit upon completion of one hundred twenty (120) consecutive work days in the same teaching assignment. The employment of such substitute teachers will come to an end, without Board action of non-renewal, upon the return to duty of the absent member or the end of the school year in which the substitute was employed, whichever shall occur first.

D. Transfers and Reassignments of Members

1. Transfers and reassignments of members may be made at the initiative of the Superintendent or his/her designee for any purpose which, in his/her judgment, is for the welfare of the member or the schools. The Superintendent or his/her designee shall consider the following in transferring members:

   a. The potential contributions that the members could make in the new assignment.

   b. The member's evaluations/appraisals and the recommendations made by principals.

   c. The qualifications of all members, both for the position which will be vacated and for the position to be filled.

   d. The seniority of the member(s).

2. Sometimes it may be necessary to transfer or reassign members involuntarily. Members that are involuntarily transferred will receive the following consideration:

   a. The administration will notify the affected member of changes at the earliest possible date.

   b. The affected member may request a meeting with the principal, the Superintendent or his/her designee or both to discuss the reasons for the change. The member involved may request an Association representative to be present during such meetings.

   c. The affected member will be permitted to requisition, within the building budget and to the extent that funds are available, materials which are necessary to implement the instructional process of the new teaching position. Such requests will be given high priority.

   d. No member will be involuntarily transferred or reassigned into a position for which he or she does not hold a valid certification or license.

E. Voluntary Transfers or Reassignments to Posted Vacancies

1. A member who desires a transfer or reassignment to a posted position shall submit a written request to the Superintendent or his/her designee. The written request must be filed prior to the deadline specified in the posting.

2. Any member who timely submits such a written request shall be granted an interview by the Superintendent or his/her designee.

3. Final action on such written requests is within the authority and responsibility of the Superintendent or his/her designee. All written requests and interviews will be reviewed by the Superintendent or his/her designee and a report of the disposition will be made to the parties involved.

F. The administration shall provide each member with his/her teaching assignment and schedule annually by August 1. Should unforeseen circumstances and/or events beyond the control of the administration occur, the August 1 deadline need not be met.

In the event of failure to notify a member of his/her assignment, where such failure is not the result of an unforeseen circumstance and/or event beyond the control of the administration, causes the member's assignment and/or schedule to be changed later than one (1) week prior to the first student day of the year, the member shall be compensated $250. This provision shall not apply if the assignment/schedule change involves a duty assignment, if the change does not include a grade level or class assignment not contained in the member's initial schedule, if the member voluntarily applies for a transfer or assignment, or to members initially hired on or after August 1. Payment shall be made by the second pay period in September.

ARTICLE XXIV - INSURANCE AND ANNUITIES

A. The Board will pay 85% of the Board approved Hospitalization/Major Medical premium for single individuals and family coverage. Beginning January 1, 2013, the plan will be Med Option 6 with Rx Option 2.

B. The Board will pay the premium for a $30,000 term life insurance policy for each member.

C. The Board will pay fifty (50) percent of the Group Dental Plan premiums. The balance of the premiums will be paid by the individual member.

D. The parties agree that it is in the best interest of the District and the Association to secure a health care plan for members that provides for the best health care available at a reasonable price.

E. The Board shall have sole authority to negotiate terms and conditions of insurance benefits and premiums with, and to select carriers of, groups insurance plans; and the Board may change such carriers at any time it deems such change will accrue to the financial benefit of either the Board or members, provided that such change(s) in carriers will not result in any reduction in, or loss of, benefits to unit members which they enjoy now or may enjoy under any succeeding benefit plan. The Association shall be notified thirty (30) calendar days in advance of any proposed change in carrier(s).

F. A joint management/association insurance committee shall stand and be charged with the on-going evaluation of plan benefits and to assure the best, most cost-effective program is offered to members. The Committee shall meet as frequently as needed. The insurance committee will convene during the 2003-2004 school year with a goal to reduce total health insurance costs.

G. Where spouses are employed by the board, coverage shall be limited to either one (1) family plan for both or dual single plans. These members must take dual single coverage when they have no remaining dependents.

H. A summary of the Plan Document shall be included as a Summary of Benefits in Appendix F.

ARTICLE XXV - SALARY

A. The base salary shall be as follows: August 1, 2012 - $34,035; August 1, 2013 - $34,546. Base salary shall be increased in 2012-2013 by 1.5%; 2013-2014 shall be increased by 1.5%. Members will advance steps in both school years, if eligible. Each member will receive a $500 lump sum payment by the first pay date in December 2012 and December 2013.

B. Salary Schedule Movement

Changes made before October 15 of each year will advance the member to the appropriate column with retroactive pay to the beginning of that contractual year. Changes made by January 15 of any year will advance the member to the appropriate column with the new pay rate to take effect February 1 of that contractual year. Submissions for changes must be accomplished by a transcript or letter from a faculty member indicating successful completion of the coursework.

SALARY INDEX

2012-2013 and 2013-2014

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.000	1.080	1.120	1.160	1.240	1.280
1	1.045	1.125	1.165	1.205	1.285	1.325
2	1.090	1.170	1.210	1.250	1.330	1.370
3	1.135	1.215	1.255	1.295	1.375	1.415
4	1.180	1.260	1.300	1.340	1.420	1.460
5	1.225	1.305	1.345	1.385	1.465	1.505
6	1.270	1.350	1.390	1.430	1.510	1.550
7	1.315	1.395	1.435	1.475	1.555	1.595
8	1.360	1.440	1.480	1.520	1.600	1.640
9	1.405	1.485	1.525	1.565	1.645	1.685
10	1.450	1.530	1.570	1.610	1.690	1.730
11	1.495	1.575	1.615	1.655	1.735	1.775
12	1.540	1.620	1.660	1.700	1.780	1.820
13	1.585	1.665	1.705	1.745	1.825	1.865
14	1.630	1.710	1.750	1.790	1.870	1.910
15	1.675	1.755	1.795	1.835	1.915	1.955
16	1.720	1.800	1.840	1.880	1.960	2.000
17	1.765	1.845	1.885	1.925	2.005	2.045
18	1.765	1.845	1.885	1.970	2.050	2.090
19	1.765	1.845	1.885	2.015	2.095	2.135
20	1.810	1.890	1.930	2.060	2.140	2.180
21	1.810	1.890	1.930	2.060	2.140	2.180
22	1.810	1.935	1.975	2.105	2.185	2.225
23	1.810	1.935	1.975	2.105	2.185	2.225
24	1.810	1.935	1.975	2.105	2.185	2.225
25	1.900	2.025	2.065	2.195	2.275	2.315
26	1.900	2.025	2.065	2.240	2.320	2.360

SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2012

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	$34,546	$37,309	$38,691	$40,073	$42,836	$44,218
1	$36,100	$38,864	$40,246	$41,627	$44,391	$45,773
2	$37,655	$40,418	$41,800	$43,182	$45,946	$47,327
3	$39,209	$41,973	$43,355	$44,736	$47,500	$48,882
4	$40,764	$43,527	$44,909	$46,291	$49,055	$50,436
5	$42,318	$45,082	$46,464	$47,846	$50,609	$51,991
6	$43,873	$46,636	$48,018	$49,400	$52,164	$53,546
7	$45,427	$48,191	$49,573	$50,955	$53,718	$55,100
8	$46,982	$49,746	$51,127	$52,509	$55,273	$56,655
9	$48,536	$51,300	$52,682	$54,064	$56,827	$58,209
10	$50,091	$52,855	$54,236	$55,618	$58,382	$59,764
11	$51,646	$54,409	$55,791	$57,173	$59,936	$61,318
12	$53,200	$55,964	$57,346	$58,727	$61,491	$62,873
13	$54,755	$57,518	$58,900	$60,282	$63,046	$64,427
14	$56,309	$59,073	$60,455	$61,836	$64,600	$65,982
15	$57,864	$60,627	$62,009	$63,391	$66,155	$67,537
16	$59,418	$62,182	$63,564	$64,946	$67,709	$69,091
17	$60,973	$63,736	$65,118	$66,500	$69,264	$70,646
18	$60,973	$63,736	$65,118	$68,055	$70,818	$72,200
19	$60,973	$63,736	$65,118	$69,609	$72,373	$73,755
20	$62,527	$65,291	$66,673	$71,164	$73,927	$75,309
21	$62,527	$65,291	$66,673	$71,164	$73,927	$75,309
22	$62,527	$66,846	$68,227	$72,718	$75,482	$76,864
23	$62,527	$66,846	$68,227	$72,718	$75,482	$76,864
24	$62,527	$66,846	$68,227	$72,718	$75,482	$76,864
25	$65,636	$69,955	$71,337	$75,827	$78,591	$79,973
26	$65,636	$69,955	$71,337	$77,382	$80,146	$81,527

SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2013

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	$35,064	$37,869	$39,271	$40,674	$43,479	$44,882
1	$36,642	$39,447	$40,849	$42,252	$45,057	$46,459
2	$38,219	$41,025	$42,427	$43,830	$46,635	$48,037
3	$39,797	$42,602	$44,005	$45,408	$48,213	$49,615
4	$41,375	$44,180	$45,583	$46,985	$49,790	$51,193
5	$42,953	$45,758	$47,161	$48,563	$51,368	$52,771
6	$44,531	$47,336	$48,739	$50,141	$52,946	$54,349
7	$46,109	$48,914	$50,316	$51,719	$54,524	$55,927
8	$47,687	$50,492	$51,894	$53,297	$56,102	$57,504
9	$49,265	$52,070	$53,472	$54,875	$57,680	$59,082
10	$50,842	$53,647	$55,050	$56,453	$59,258	$60,660
11	$52,420	$55,225	$56,628	$58,030	$60,836	$62,238
12	$53,998	$56,803	$58,206	$59,608	$62,413	$63,816
13	$55,576	$58,381	$59,784	$61,186	$63,991	$65,394
14	$57,154	$59,959	$61,361	$62,764	$65,569	$66,972
15	$58,732	$61,537	$62,939	$64,342	$67,147	$68,550
16	$60,310	$63,115	$64,517	$65,920	$68,725	$70,127
17	$61,887	$64,693	$66,095	$67,498	$70,303	$71,705
18	$61,887	$64,693	$66,095	$69,076	$71,881	$73,283
19	$61,887	$64,693	$66,095	$70,653	$73,458	$74,861
20	$63,465	$66,270	$67,673	$72,231	$75,036	$76,439
21	$63,465	$66,270	$67,673	$72,231	$75,036	$76,439
22	$63,465	$67,848	$69,251	$73,809	$76,614	$78,017
23	$63,465	$67,848	$69,251	$73,809	$76,614	$78,017
24	$63,465	$67,848	$69,251	$73,809	$76,614	$78,017
25	$66,621	$71,004	$72,407	$76,965	$79,770	$81,172
26	$66,621	$71,004	$72,407	$78,543	$81,348	$82,750

ARTICLE XXVI - SUPPLEMENTAL SALARY

A. The following salary schedule for supplemental contracts shall not require the award or continuation of any supplemental contract or position in any year. The Board may add additional supplemental positions and provide for the compensation of those positions as it determines necessary. All supplemental contracts will specify a beginning and ending date; such contracts will expire on the ending date without further Board action to non-renew the contract and without additional notice to the member.

B. Upon recommendation of building administrators in consultation with building Principal Advisory Committees (PAC) and approval of the Superintendent or his/her designee, stipends or other monetary or non-monetary rewards may be authorized by the Board for building or district committee services by members. Such stipends or other committee rewards will, when feasible, be established prior to the commencement of committee service, but stipends may be established and paid after service has been provided. The amount of any such stipend or reward may vary with the nature and extent of committee service and the award and stipend in any year may not be precedent for any future year. Stipend awards may be approved for members serving as mentor teachers, but any available grant funds will be used to compensate mentors before the application to any Board funds.

C. Not later than May 1 of each year, the principal's advisory committee in each building will submit recommendations to the Superintendent or his/her designee, as to those supplemental positions on the supplemental salary schedule to be filled for that building for the coming year. All supplemental positions to be filled or added will be posted as follows: (1) by posting a notice of the vacancy on the Central Office main door and (2) by posting the notice of the vacancy on the website and District email. All such postings will remain for at least five (5) working days. The decision to fill or not fill any supplemental position for any years is reserved to the Board.

SALARY SCHEDULE:
SUPPLEMENTAL CONTRACTS

BASE: BA-0 EFFECTIVE: August 1, 2012

BASE: BA-0 EFFECTIVE: August 1, 2013

ARTICLE XXVII - SEVERANCE PAY

A. Severance pay will be paid after five (5) years of consecutive service as soon as practicable following the member's attainment of retirement status with the State Teachers Retirement System of Ohio (STRS). The rate shall be one-fourth (1/4) of all accumulated sick days, up to a maximum of sixty-five (65) days.

B. An additional severance payment shall be made at the rate of one-half (1/2) of all accumulated and unusable personal leave days, to a maximum of five (5) days.

ARTICLE XXVIII - STRS ANNUITY PLAN

Effective July 1, 1984, the Board shall assume and pay to the State Teachers Retirement System the members' contributions required from time-to-time under Section 3307.26 of the Revised Code. These contributions which are "picked up" by the Board shall be paid by the Board in-lieu-of contributions by the members. No member shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, each member's compensation shall be restated and reduced effective on and after July 1, 1984, in an amount equal to the contributed amounts from time-to-time.

ARTICLE XXIX - ACADEMIC FREEDOM

Board-approved graded courses of study include subjects about which there are a diversity of views and opinions. In presenting those subjects, members should seek to develop and foster a classroom environment that invites in-depth study of those subjects with objective investigation, interpretation, and analysis in a spirit of academic freedom for both students and members. Controversial subjects should be discussed with consideration of all significant points of view appropriate to a full understanding of the subject, within the framework of the course of study and other limitations governing the programs of the School District.

Members are expected to take into account the relative maturity of their students when selecting and presenting controversial subjects for classroom discussion. Where appropriate, students should be provided the opportunity to explore a diversity of viewpoints with a variety of materials and be encouraged to formulate and express their own views about controversial issues. In expressing matters of personal opinion, members should make it known to students that the view is personal and should not attempt to bring students to a commitment to that personal viewpoint.

ARTICLE XXX - RETIRE/REHIRE

A. The Board is authorized to fill up to three (3) FTE bargaining unit vacancies with a previously retired certificated/licensed applicant subject to the conditions provided below.

B. Upon initial rehire, a previously retired teacher will be granted a maximum of five (5) years' service credit on the appropriate column of the salary schedule and will receive annual step increases.

C. The re-employed member agrees to waive in writing any Age Discrimination.

D. The re-employed member shall receive a one-year contract that will automatically expire at the end of the school year without Board action of non-renewal. At the end of any expired contract the Board may, but shall not be required, to offer the member another one-year contract.

E. Retire-Rehire members will not accrue seniority rights, nor be entitled to sabbatical leave, severance pay (other than at their initial time of retirement), college tuition reimbursement, or qualify for any retirement incentive programs.

F. The Board and the Association intend this provision to supersede and take the place of R.C. 3319.11, 3319.111 and any other conflicting provision of Ohio law.

G. The member will <u>not</u> be permitted to participate in any of the District's health insurance programs unless the member is not eligible for insurance through another source.

ARTICLE XXXI - JOB SHARING

A. Job-sharing means an assignment under which two (2) members share the duties and responsibilities of one (1) full-time position. Applicants must have at least three (3) years' experience with the District.

B. Applicants for a job sharing assignment ("Job-Sharing Team") must jointly submit a Job-Sharing assignment application together with a proposed schedule not later than April 1, for the succeeding school year. The application must set forth:

1. The building, grade level, and subjects to be shared, including the specific subjects to be taught by each member of the Job-Sharing Team and the hours per day and days per week of each team member's proposed assignment.

2. The percentage of the regular full-time work day and week that each member of the Job-Sharing Team plans to spend at the school site, together with the specific teaching schedule for each member of the Job-Sharing Team.

3. The teaching methods and techniques and grading practices to be used to ensure consistency and compatibility to the instructional program for pupils.

C. Job-sharing applications must be approved by both the building principal and by the Superintendent or his/her designee. Requests may be approved as proposed or may be approved with a modified schedule, provided that the duties of the position are divided equally between the Team members. The decision to grant or deny a job-sharing request is not subject to the grievance procedure of this Negotiated Agreement. No decision to grant or deny any job sharing request may be considered precedent for any other job sharing request. Job-Sharing Team applicants will be notified by June 1 of the grant or denial of the request for the succeeding school year.

D. Approval of any Job-Sharing Team request will be subject to the following conditions for each team member:

1. Each Team member will be expected to attend Parent-Teacher Conferences, Teacher work days, IEP conferences and to provide those In-service hours required under this Negotiated Agreement.

2. Each Team member will receive a pro-rata share of salary and benefits under this Negotiated Agreement, including personal leave, sick leave, contributions to health insurance plans and all other benefits of employment.

3. Team members acquire one (1) year of seniority for each year of job sharing.

E. All Job-Sharing assignments are for one (1) year only and may be renewed only upon application and approval as provided above. Unless renewed, the Job-Sharing assignment will end at the end of the school year for which the assignment is made. Members returning to full-time status following a job sharing assignment will be returned in accordance with the provisions of this Negotiated Agreement.

ARTICLE XXXII - CONTRACT MAINTENANCE

A. Waiver of Negotiations

The Board and the Association acknowledge that during negotiations resulting in this Negotiated Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Negotiated Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive during the life of this Negotiated Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Negotiated Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both

parties at the time negotiations were being conducted or at the time the party signed this Negotiated Agreement.

B. No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slow-down or any other such concerted action against the Big Walnut School District for the term of this Agreement

C. Severability

If any provision of this Negotiated Agreement, or any application of the provisions of this Negotiated Agreement, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreements shall be inoperative until brought into compliance, but the remaining provisions hereof shall remain in effect.

D. Midterm Bargaining

If midterm bargaining is conducted, the parties shall commence negotiations with a written request. If negotiations are conducted they shall commence within twenty (20) workdays. If agreement is not reached within twenty (20) workdays of the commencement of such negotiations, the parties shall proceed with the impasse procedures set forth in Article IV, including the Association's express reservation of its right to strike in regard to the midterm bargaining issues.

E. Duration of Negotiated Agreement

This Negotiated Agreement shall become effective 12:00:01 a.m., July 1, 2012 and shall continue in full force and effect until 11:59:59 p.m., June 30, 2014, except for those individual items otherwise noted.

IN WITNESS WHEREOF, the authorized representatives' signatures of the Big Walnut School District Board of Education and the Big Walnut Education Association/OEA/NEA, hereunto have caused this Negotiated Agreement to be executed on this _____ (day) of _____ (month), _____ (year).

BIG WALNUT EDUCATION ASSOCIATION

By:

_____
Chris Lawless, BWEA President

_____
Angie Stooksbury, Negotiation Team Member

_____
Erin Barr, Negotiation Team Member

_____
Trisha Hilton, Negotiation Team Member

_____
Dolores Tufaro, OEA Labor Relations Consultant

BIG WALNUT BOARD OF EDUCATION

_____
Superintendent, Steve Mazzi

_____
Assistant Superintendent, Gary Barber

_____
Board Treasurer, Felicia Drummey

_____
Board Vice-President, Allison Fagan

_____
Angie Pollock, Director of Academic Achievement

_____
Dane Gaschen, Board Attorney

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IN WITNESS WHEREOF, the authorized representatives' signatures of the Big Walnut School District Board of Education and the Big Walnut Education Association/OEA/NEA, hereunto have caused this Negotiated Agreement to be executed on this _____ (day) of _____ (month), _____ (year).

BIG WALNUT EDUCATION ASSOCIATION

By:

Chris Lawless, BWEA President

Angie Stooksbury, Negotiation Team Member

Erin Barr, Negotiation Team Member

Trisha Hilton, Negotiation Team Member

Dolores Tufaro, OEA Labor Relations Consultant

BIG WALNUT BOARD OF EDUCATION

Superintendent, Steve Mazzi

Assistant Superintendent, Gary Barber

Board Treasurer, Felicia Drummey

Board Vice-President, Allison Fagan

Angie Pollock, Director of Academic Achievement

Dane Gaschen, Board Attorney

APPENDIX A

BIG WALNUT LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

LEVEL I (INFORMAL)

Date Informal Discussion: _____

Signature of Grievant:_____ Signature of Immediate Supervisor:_____

Disposition by Immediate Supervisor:_____
_____
_____
_____

Signature of Immediate Supervisor:_____ Date:_____

LEVEL II – (IMMEDIATE SUPERVISOR)

Grievance #:_____

Name of Grievant(s)/Association:_____

Building:_____ Assignment:_____

A. Date Cause of Grievance Occurred:_____

B. 1. Statement of Grievance: (Concise statement of facts upon which grievance is based, including specific provisions of the Negotiated Agreement allegedly violated, misinterpreted or misapplied:_____
_____
_____
_____
_____
_____
_____

B. 2. Relief Sought:_____
_____
_____
_____
_____
_____

Signature of Grievant:_____ Date:_____

C: Disposition by Immediate Supervisor:_____
_____
_____
_____

Signature of Immediate Supervisor:_____ Date:_____

GRIEVANCE REPORT FORM (CONTINUED)

LEVEL III (SUPERINTENDENT)

A. Position of Grievant:_____

_____

_____

_____

Signature of Grievant:_____ Date:_____

B. Signature of Superintendent and/or Designee:_____

C. Date Received by Superintendent or Designee:_____

D. Disposition by Superintendent or Designee:_____

_____

_____

_____

Signature of Superintendent or Designee:_____ Date:_____

LEVEL IV (ARBITRATION)

A. Position of Grievant (Notification of intent to proceed to arbitration):_____

_____

_____

Signature of Grievant:_____ Date:_____

Signature of Superintendent and/or Designee:_____ Date:_____

APPENDIX B

STAFF APPRAISAL FORMS

BIG WALNUT LOCAL SCHOOLS

FRAMEWORK FOR TEACHING AND LEARNING

FORMAL EVALUATION REPORT

Educator:	**Administrator:**	**Date:**
Educator:	**Administrator:**	**Date:**

BIG WALNUT LOCAL SCHOOLS
EVALUATION SEQUENCE SCHEDULE

A **Type A Evaluation** consists of a minimum of one (1) observation (minimum thirty (30) uninterrupted minutes) followed by a conference with a written evaluation. There shall be a minimum of two (2) of these per year.

A **Type B Evaluation** consists of a minimum of one (1) observation (minimum thirty (30) uninterrupted minutes) followed by a conference with a written evaluation.

CONTRACT SEQUENCE	TYPE	PRE-EVALUATION CONFERENCE	OBSERVATION FIRST EVALUATION	CONFERENCE FIRST EVALUATION	OBSERVATION SECOND EVALUATION	CONFERENCE SECOND EVALUATION
One (1) Year Contract	A	Conference or staff meeting held prior to observation	Observation As Per Schedule	Held within ten (10) school days of observation. Evaluation must be completed by December 15th.	Observation As Per Schedule	Held within ten (10) days of observation. Evaluation must be completed by March 30.
Second One (1) Year Contract	A	Conference or staff meeting held prior to observation	Observation As Per Schedule	Held within ten (10) school days of observation. Evaluation must be completed by December 15th.	Observation As Per Schedule	Held within ten (10) days of observation. Evaluation must be completed by March 30.
Two (2) Year Contract	A	Conference or staff meeting held prior to observation	Observation As Per Schedule	Held within ten (10) school days of observation. Evaluation must be completed by December 15th.	Observation As Per Schedule	Held within ten (10) days of observation. Evaluation must be completed by March 30.
Three (3) Year Contract	B	Conference or staff meeting held prior to observation	Observation As Per Schedule	Held within ten (10) school days of observation. Evaluation must be completed by December 15th.	Observation As Per Schedule (if needed)	Held within ten (10) days of observation. Evaluation must be completed by March 30.
Continuing Contract Evaluate Every Third (3rd) Year or as Needed	B	Conference or staff meeting held prior to observation	Observation As Per Schedule	Held within ten (10) school days of observation. Evaluation must be completed by December 15th.	Observation As Per Schedule (if needed)	Held within ten (10) days of observation. Evaluation must be completed by March 30.
All Other Years	Informal	Form submitted by September 30. Completed and resubmitted by May 10.				

If one or more areas of the evaluation are marked unsatisfactory or needs improvement, the evaluator will meet with the staff member within ten (10) school days of the observation to develop an intervention plan.

5/01/08

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I
Ob. I Date/Time: _____
Conf. Date/Time: _____

Evaluation II
Ob. II Date/Time: _____
Conf. Date/Time: _____

Evaluation III
Ob. III Date/Time: _____
Conf. Date/Time: _____

Evaluation IV
Ob. IV Date/Time: _____
Conf. Date/Time: _____

DOMAIN 1: PLANNING AND PREPARATION

	Eval I/II		Level of Performance				Eval III/IV
Level		**Element**	**Unsatisfactory – 1**	**Needs Improvement – 2**	**Proficient – 3**	**Distinguished – 4**	**Level**
A		Knowledge of content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge with evidence of continuing pursuit of such knowledge.	
B		Understanding of prior knowledge	Teacher displays little understanding of prior knowledge important for student learning of the content.	Teacher indicates some awareness of prior knowledge, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prior knowledge among topics and concepts.	Teacher continually seeks out and implements teaching practices that reflect prior knowledge of topics and concepts.	
C		Knowledge of content-related teaching/ learning methods	Teacher displays little understanding of teaching/ learning methods and issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Teacher's learning methods/ practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice that reflect prior knowledge of topics and concepts.	
D		Knowledge of characteristics of age group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays a thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays thorough understanding of typical developmental characteristics of age group, exceptions to the patterns, and the extent each student follows patterns.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 1: PLANNING AND PREPARATION (Continued)

	Eval I/II		Level of Performance				Eval III/IV
Level		**Element**	**Unsatisfactory – 1**	**Needs Improvement – 2**	**Proficient – 3**	**Distinguished – 4**	**Level**
E		Knowledge of students' varied approaches to learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning during instructional planning	
F		Pre-existing knowledge of students' skills, interests, and knowledge	Teacher displays little pre-existing knowledge of students' skills, interests, and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, interests, and pre-existing knowledge but displays this knowledge for the class only as a whole.	Teacher displays pre-existing knowledge of students' skills, interests, and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays pre-existing knowledge of each student, including those with special needs.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I
Ob. I Date/Time: _____
Conf. Date/Time: _____

Evaluation II
Ob. II Date/Time: _____
Conf. Date/Time: _____

Evaluation III
Ob. III Date/Time: _____
Conf. Date/Time: _____

Evaluation IV
Ob. IV Date/Time: _____
Conf. Date/Time: _____

DOMAIN 2: THE CLASSROOM ENVIRONMENT

	Eval I/II		Level of Performance				Eval III/IV
Level		**Element**	**Unsatisfactory – 1**	**Needs Improvement – 2**	**Proficient – 3**	**Distinguished – 4**	**Level**
A		Teacher to student/ student to teacher interaction	Teacher interaction with at least some students is negative, demeaning, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher/student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher/student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as a person.	
B		Importance of the content	Teacher conveys a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction.	Teacher conveys enthusiasm for the subject.	Teacher demonstrates through active participation and attention to detail that he/she values the content's importance.	
C		Expectations for learning, growth, and achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement and growth	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement and growth.	Instructional goals and activities, interactions, and the classroom environment convey consistent expectations for student achievement and growth.	Teacher establishes and maintains, through planning of learning activities, interactions, and the classroom environment, high expectations for the learning of all students.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 2: THE CLASSROOM ENVIRONMENT (Continued)

	Eval I/II		Level of Performance				Eval III/IV
Level		Element	Unsatisfactory – 1	Needs Improvement – 2	Proficient – 3	Distinguished – 4	Level
D		Management of instruction groups. Circle: Small Group/ Large Group	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged with students assuming responsibility for productivity.	
E		Management of transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly with little loss of instructional time.	Transitions are seamless.	
F		Management of materials and supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies are established with some loss of instructional time.	Routines for handling materials and supplies are established and followed efficiently.	Routines for handling materials and supplies are seamless.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 3: INSTRUCTION

	Eval I/II		Level of Performance				Eval III/IV
Level		**Element**	**Unsatisfactory – 1**	**Needs Improvement – 2**	**Proficient – 3**	**Distinguished – 4**	**Level**
A		Directions and procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.	
B		Oral and written language	Teacher's spoken language is inaudible or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or background.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.	
C		Structure and pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is appropriate for most students.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is appropriate for almost all students.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.	
D		Quality of questions	Teacher's questions are of poor quality.	Teacher's questions are of inconsistent quality. Only some invite response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 3: INSTRUCTION
(Continued)

	Eval I/II		Level of Performance				Eval III/IV
Level		Element	Unsatisfactory – 1	Needs Improvement – 2	Proficient – 3	Distinguished – 4	Level
E		Discussion techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating questions and answers.	Teacher makes some attempt to engage students in a true discussion with uneven results.	Classroom interaction represents true discussion, with students engaged.	Students assume considerable responsibility for the success of the discussion. Teacher participation in a discussion is not required.	
F		Providing feedback to students	Feedback is not provided.	Feedback is inconsistent.	Feedback is consistent.	Feedback is consistently provided in a timely manner.	
G		Learning activities	Learning activities are not suitable to students or do not follow course of study. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or follow course of study. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable for students and follow course of study. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and follow the course of study. The activities progress coherently, producing a unified whole and reflecting recent professional research.	
H		Instructional materials and resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals and some engage students in meaningful learning.	All materials and resources support the course of study and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of students having access to a variety of materials.	

Comments: _____

_____

AI/D				
EI/D				

Legend: NA = Behavior Not Observed

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 3: INSTRUCTION
(Continued)

	Eval I/II		Level of Performance				Eval III/IV
Level		Element	Unsatisfactory – 1	Needs Improvement – 2	Proficient – 3	Distinguished – 4	Level
I		Lesson and unit structure	The lesson or unit has no clearly defined structure. Time allocations are unrealistic.	The lesson or unit has a recognizable structure although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure around which activities are organized. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.	
J		Congruence with instructional goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than others.	The proposed approach to assessment is completely congruent with the instructional goals but in content and process.	
K		Criteria and standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either unclear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that a variety of assessment techniques are employed.	
L		Use of technology	Teacher shows no evidence of the use of technology.	Some use of technology but no evidence with students.	Technology used with students mainly for drill and practice.	Integrating technology into lessons for project, etc.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

	Eval I/II		Level of Performance				Eval III/IV
Level		Element	Unsatisfactory – 1	Needs Improvement – 2	Proficient – 3	Distinguished – 4	Level
A		Maintaining accurate records	Teacher has no system for maintaining information on student progress or the system is in disarray.	Teacher's system for maintaining information on student progress is rudimentary and partially effective.	Teacher's system for maintaining information on student progress is effective.	Teacher's system for maintaining information on student progress is highly effective.	
B		Parent communication	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher provides little information to parents, and response to parent concerns is minimal.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are appropriate.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns. Responses are handled with sensitivity.	
C		Relationship with colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Teacher exhibits support and cooperation with colleagues.	Teacher exhibits support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.	
D		Out-of-class participation	Teacher does not get involved in school and district projects.	Teacher participates in school and district projects (when specifically asked).	Teacher volunteers to participate in school and district projects.	Teacher volunteers to participate in school and district projects and assumes a leadership role.	

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES (Continued)

	Eval I/II		Level of Performance				Eval III/IV
Level		Element	Unsatisfactory – 1	Needs Improvement – 2	Proficient – 3	Distinguished – 4	Level
E		Professional development	Teacher does not participate in professional development activities.	Teacher participates in professional development activities to a limited extent.	Teacher seeks and participates in opportunities for professional development on a regular basis.	Teacher shares/applies for professional development and applies strategies learned in the classroom.	
F		Building rules and procedures	Teacher demonstrates a lack of knowledge, understanding of and/or a lack of desire to adhere to rules and procedures.	Teacher demonstrates an attempt to follow procedures but may not be fully knowledgeable of all rules and procedures.	Teacher displays consistent knowledge of and adherence to rules and procedures.	Teacher demonstrates thorough knowledge of rules and procedures and exemplary adherence to rules and procedures.	
G		Professional image	Teacher displays inappropriate dress, speech, or behavior.		Teacher displays appropriate dress, speech, and behavior.		

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

BIG WALNUT LOCAL SCHOOLS FRAMEWORK FOR TEACHING AND LEARNING

Evaluation I	Evaluation II	Evaluation III	Evaluation IV
Ob. I Date/Time: _____	Ob. II Date/Time: _____	Ob. III Date/Time: _____	Ob. IV Date/Time: _____
Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____	Conf. Date/Time: _____

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES (Continued)

	Eval I/II		Level of Performance				Eval III/IV
Level		Element	Unsatisfactory – 1	Needs Improvement – 2	Proficient – 3	Distinguished – 4	Level
H		IPDC records	Not current or up-to-date			Complete or current.	

RECOMMENDATION FOR CONTRACT STATUS:	
One-Year Contract	
Second One-Year Contract	
Probationary Contract	
Two-Year Contract	
Three-Year Contract	
Continuing Contract	
Non-Renewal	

ADMINISTRATOR'S COMMENTS:

EDUCATOR'S COMMENTS:

Administrator's Signature/Date: _____

Educator's Signature/Date: _____

Comments: _____

_____

Legend: NA = Behavior Not Observed

AI/D				
EI/D				

CN 8/30/00

APPENDIX C

BIG WALNUT LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

ATHLETICS							
GROUP NAME	**YEAR 0**	**YEAR 1-2**	**YEAR 3-4**	**YEAR 5-6**	**YEAR 7-8**	**YEAR 9-10**	**YEAR 11+**
ATHLETIC GROUP 1 Head Basketball (B/G) Head Football	15%	16%	17%	18%	19%	20%	21%
ATHLETIC GROUP 2 Head Baseball Head Soccer (B/G) Head Softball Head Track (B/G) Head Volleyball Head Wrestling Assistant Varsity Basketball Assistant Varsity Football Head Cheerleader	11%	12%	13%	14%	15%	16%	17%
ATHLETIC GROUP 3 Assistant Basketball Assistant Football Athletic Facilities Coordinator Assistant Cheerleader Head Tennis Head Golf Head Cross Country	9%	10%	11%	12%	13%	14%	15%
ATHLETIC GROUP 4 Assistant Baseball Assistant Cross Country Assistant Golf Assistant Soccer Assistant Softball Assistant Tennis Assistant Track Assistant Volleyball Assistant Wrestling Assistant Cheerleading (Fr.) Assistant Girls Tennis (JV) Assistant Baseball (Varsity) Assistant Softball (Varsity) Assistant Boys Tennis (JV)	7%	8%	9%	10%	11%	12%	13%

CO-CURRICULAR							
GROUP NAME	**YEAR 0**	**YEAR 1-2**	**YEAR 3-4**	**YEAR 5-6**	**YEAR 7-8**	**YEAR 9-10**	**YEAR 11+**
CO-CURRICULAR GROUP 1 Band Director	15%	16%	17%	18%	19%	20%	21%
CO-CURRICULAR GROUP 2 Assistant Band Director	11%	12%	13%	14%	15%	16%	17%
CO-CURRICULAR GROUP 3 Yearbook (High School) Student Council High School	9%	10%	11%	12%	13%	14%	15%
CO-CURRICULAR GROUP 4 Drama per Performance (maximum of 3 per year) Drill Team Flag Corp Building Tech Coordinator Show Choir (High School) Department Heads (High School) Department Heads (Middle School) Junior Class Advisor	7%	8%	9%	10%	11%	12%	13%
CO-CURRICULAR GROUP 5 In the Know Senior Class Advisor Stage Manager Show Choir (Middle School) Lead Teacher (Elementary) Eagles' First Flight	4%	5%	6%	7%	8%	9%	10%
CO-CURRICULAR GROUP 6 Newspaper (High School) National Honor Society (High School) Science Fair Odyssey of the Mind Student Council (Middle School) Mock Trial (High School) Musical Assistant (High School) LPDC Chairperson Race to the Top	3%	4%	5%	6%	7%	8%	9%

CO-CURRICULAR (CONTINUED)							
GROUP NAME	**YEAR 0**	**YEAR 1-2**	**YEAR 3-4**	**YEAR 5-6**	**YEAR 7-8**	**YEAR 9+**	**YEAR 11+**
CO-CURRICULAR GROUP 7 Newspaper (Middle School) Sophomore Class Freshman Class Spanish Club French Club German Club Student Council (Elementary) Performing Art (Elementary/ Middle School/Intermediate) Art Club (Middle School) Power of the Pen Math Counts Odyssey of the Mind Assistant Yearbook (Middle School) Principal Advisory Representative LPDC Member	2%	3%	4%	5%	6%	7%	8%

APPENDIX D

COMPUTER USE AGREEMENT

The focus of this document is on Internet usage but applies to all computer usage at Big Walnut Local Schools.

All students, faculty, staff, continuing education students, and support staff will be referred to as "USER" or "USERS."

Internet access is available to users at the Big Walnut Local Schools.

The goal of the Big Walnut Local School District is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Users may have access to the following:

1. Electronic mail communications with people all over the world.
2. Information and news from many educational institutions as well as scientific and governmental agencies.
3. Public domain software and shareware of all types.
4. Discussion groups on a broad range of topics.
5. Access to University catalogs, the Library of Congress, and on-line public libraries.

With access to computers and people all over the world comes the availability of material that may not be considered to be of educational value in the context of the school setting. Big Walnut Local Schools has taken precautions to restrict access to controversial materials. However, on a global network, it is impossible to control all materials, and users may discover controversial information. The District believes that the valuable information and interaction available on this network far outweighs the possibility that users may produce materials that are not consistent with the educational goals of our District.

Internet access is coordinated through a complex association of government agencies and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general, this requires efficient, ethical, and legal utilization of the network resources. If a user violates any of these provisions, his or her account may be terminated and future access could possibly be denied. The signature(s) at the end of this document is (are) legally binding and indicate the party (parties) who signed has (have) read the terms and conditions carefully, understand(s) their significance, and agree to such terms and conditions.

Terms and Conditions

1. Acceptable Use – The purpose of access to the Internet is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. The use of your account must be in support of education and research and consistent with the educational objectives of the District. Use of another organization's network or computer resources must comply with the rules that are appropriate for that network. Transmission of any material in violation of any U.S. or State law is prohibited. This includes but is not limited to downloading copyrighted material; transmitting threatening or obscene material; or accessing, appropriating, and/or employing material that constitutes confidential or trade secret information. Use of Internet access for commercial activities is generally not acceptable. Use for product advertisement or political lobbying is also prohibited.

2. Privileges – The use of the Internet is a privilege, not a right; and inappropriate use will result in cancellation of those privileges. The system administrator can recommend removal of access until reviewed by school administration. The administration, faculty, and staff of the Big Walnut Local Schools may request the system administrator to investigate possible violations.

3. Network Etiquette – You are expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:

   a. Be polite. Do not get abusive in your messages to others.

   b. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.

   c. Do not reveal your personal address or phone numbers to other users.

   d. Know that electronic mail (E-MAIL) is not guaranteed to be private. People who operate the system do not have access to all mail. The system administrator will monitor E-MAIL. Any messages related to or in support of illegal activities may be reported to the authorities.

   e. Do not use the network in such a way that it would disrupt the use of the network by other users.

   f. All communications (including E-MAIL) and information accessible via the network should be assumed to be private property, unless it is very clearly marked as being available for use or distribution.

   g. Illegal activities are strictly prohibited.

   h. Keep your password confidential. Do not give your password to anyone for any reason. You are responsible for it and will be held accountable.

i. If you subscribe to a Listservice, plan on checking your mail on a regular basis.

j. The regular and routine use for private or personal for-profit business such as, for example, the advertising of goods or services for purchase or sale, is not an acceptable use.

4. No user shall have any expectation of privacy with respect to any information transmitted through or stored on District computers and related equipment and storage media. The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages you suffer. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions no matter how caused. Use of any information obtained via the Internet is at your own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services. No user shall access any fee based system.

5. Security – Security on any system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify the system administrator. Do not demonstrate the problem to other users. Do not use another individual's account under any circumstance. Attempts to login to the network as a system administrator may result in cancellation of privileges. Any user identified as a security risk or having a history of misusing other computer systems may be denied access to the network.

6. Vandalism – Vandalism may result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data or to intrude in the network or data of another user, Internet, or any other network, including the above listed agencies or other networks that are connected to the Internet backbone. This includes the Local Area Network at Big Walnut Local Schools and any computer owned by the District.

Information missing or unreadable may cause delay in the application process. This document must be completed in black ink.

- User Information -		
Signature		Date
Last Name		First Name
Address		
City	State	Zip Code
Home Phone	Work Phone	
Social Security Number	Date of Birth	
- Parent/Guardian Information -		
Signature		Date
Last Name		First Name
Relationship		Work Phone
- Office Use Only -		
Approval		Date
UN		CD

APPENDIX E

BIG WALNUT
LOCAL SCHOOL DISTRICT
105 Baughman Street • Suite A • Sunbury, OH 43074 • 740.965.3010 • (fax) 740.965.4688

EMPLOYEE LEAVE REQUEST FORM

Employee Name:_____ AESOP # _____
(if applicable)

Date(s) of Absence	Duration (1/2 day, 1 day)	*Reason Code:
Total Days		

*Reason Codes:	
1 – Sick Leave – Personal Illness/Injury	7 – Death in Family
2 – Sick Leave – Family Illness/Injury	8 – Professional
3 – Personal (OAPSE only)	9 – Field Trip, IEP Meetings, etc.
4 – Unrestricted Personal	10 – Unpaid
5 – Vacation	11 – Other
6 – Jury Duty	

Substitute Information (for office use only)
Substitute Name(s):

_____ _____
Signature of Employee Date

_____ _____
Signature of Supervisor Date

5846327v2

APPENDIX F

SUMMARY OF BENEFITS

Big Walnut Local Schools
SuperMed Plus
Benefit Option
Effective 1/1/2013

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit Over Age Child	26 28 Removal upon end of month	
Pre-Existing Condition Waiting Period (Does not apply to members under age 19)	Initial Group Waived, All Others 6-9	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$200/$400	$500 / $1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$600/$1,200	$2,500 / $5,000
Physician/Office Services		
Office Visit (Illness/Injury) - PCP[2] Office Visit (Illness/Injury) – Specialist[2]	$15 copay, then 100% $25 copay, then 100%	70% after deductible
Urgent Care Facility Services[2]	$50 copay, then 100%	70% after deductible
All Immunizations	100%	70%
Preventative Services		
Routine Physical Exam (Age 21 & older)[2]	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible (Immunizations - 100%)
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Laboratory, X-Rays and Medical Tests (All ages)	100%	70% after deductible
Routine Endoscopic Services (All ages)	100%	70% after deductible
Routine Vision Exam (Ages 21 and over)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	100%	70% after deductible
Physical and Occupational Therapies - Facility and Professional (10 visits then recert with medical review; this is also combined with chiropractic therapy)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (10 visits then recert with medical review; this is also combined with physical and occupational therapy)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[3]	$125 copay, then 100%	
Non-Emergency use of an Emergency Room[3]	$125 copay, then 90%	50% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (90 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90%	90%
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice (30 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	100%	50%
Private Duty Nursing	Not Covered	Not Covered
TMJ Services ($500 maximum per benefit period)	Benefits Based on Services Rendered	
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3 month carry-over applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted.

Big Walnut Local Schools
Prescription Drug Program[1]
Eff. 01/01/2013

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage		
Generic Copayment	$10	30
Formulary Copayment	$15	30
Brand Name Copayment	$20	30
Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	$20	90
Formulary Copayment	$30	90
Brand Copayment	$40	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

[1]Coverage includes Preventive Medications, in accordance with Federal Law.