

STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT BETWEEN**

**BUCKEYE VALLEY TEACHERS ASSOCIATION**

**and**

**BUCKEYE VALLEY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

Effective: August 1, 2013– July 31, 2016

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ARTICLE I  
RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Recognition

The Board recognizes the Buckeye Valley Teachers Association/OEA/NEA (hereinafter "Association ") as the sole and exclusive representative of the bargaining unit consisting of all certificated teaching personnel employed under regular limited or continuing contracts. Hereinafter, teacher shall be referred to as a member of the bargaining unit. Excluded from the bargaining unit are the Superintendent, assistant superintendents, directors, principals, assistant principals, substitutes, auxiliary service personnel, and other seasonal, casual, confidential, supervisory or management - level employees as defined in Section 4117.01 of the Ohio Revised Code.

B. Scope of Negotiations

The parties shall bargain in good faith on matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. In the event an agreement is reached, it shall be reduced to writing and signed by the parties.

C. Good Faith

The parties are obligated to deal openly and fairly with each other on matters submitted for negotiations in accordance with Section B above, but such obligation does not compel either party to agree to a proposal or require to making of a concession.

D. Days

As used in this agreement, "days" means school days as identified in the annual school calendar adopted by the Board, except as such days may be eliminated by the emergency closing of school. During the summer months when school is not in session, "days" means week days that are not a State or Federal holiday unless otherwise defined in a specific article within this agreement.

E. Procedure for Negotiation

1. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of February of the calendar year of the expiration of the Master Agreement or any reopener. Within fifteen (15) days of the receipt of the said request, the representatives of the Association and Board shall hold their first negotiations session.
2. The date for the first negotiations session may be extended beyond the fifteen (15) days by mutual agreement. At any session, either party may be represented by no more than five (5) representatives. At the first session both sides shall

exchange all proposals in writing to be negotiated and prepare an agenda. The place of future meeting and dates shall be adopted prior to the conclusion of each meeting. Upon adoption of the agenda, no issue shall be added or introduced without mutual consent of both parties.

3. Negotiations shall be completed within fifty-five (55) days from the first session. Meetings shall not conflict with school schedules and shall be conducted in private unless otherwise agreed by both teams. The chairperson of either group may call a caucus for no longer than thirty (30) minutes unless extended by mutual consent.
4. In the event the parties have not reached an agreement, either party may declare impasse and request the services of the Federal Mediation and Conciliation Services (FMCS) to assist with the bargaining process, or the parties may mutually agree on a mediator. The parties shall meet as often as they are called upon in an effort to reach agreement on all unresolved issues, or may mutually agree to meet without the mediator.
5. If agreement has not been reached prior to fifteen (15) days before the expiration of the agreement, the parties agree to submit all unresolved issues to an arbitrator for recommendation, unless resolution is imminent and both parties agree to extend the time line. A list of arbitrators shall be requested by the parties from the American Arbitration Association (AAA), Southfield, MI branch. The arbitrator shall be selected from the list supplied by the AAA by the alternate strike method, or the parties may mutually agree to any arbitrator on the list or otherwise. The arbitrator shall hold a hearing on all unresolved issues. No later than thirty (30) days after such hearing, the arbitrator shall submit recommendations to the parties on all issues. These recommendations are not binding on either party.

The parties shall have ten (10) days to accept or reject the recommendations. If either party rejects the recommendations in whole or in part, the Association shall have the right to proceed in accordance with Ohio Rev. Code 4117.14(D)(2) and 4117.18(C).

The expenses of the arbitrator shall be borne equally by the parties.

#### F. Agreement

If tentative agreement is reached on those matters being negotiated, the understanding shall be reduced to writing, proofed and submitted first to the Association for ratification and then to the Board. The Association will provide the proof copy to both parties for approval. The Association shall act upon the written understanding within a ten (10) day period from the date of the conclusion of negotiations. Said agreement shall then be presented to the Board for its consideration at its next Special or Regular

meeting which shall not be more than fourteen (14) days after notice of the action taken by the Association. One SERB stamped copy with original signatures will be provided to the OEA/BVTA and to the Board. The Association will arrange for printing of contracts for the individual members of the bargaining unit.

G. Non-Discrimination

No provision of the agreement shall discriminate against any staff member regardless of membership or non-membership in the Association.

ARTICLE II  
ASSOCIATION RIGHTS

A. Building Facilities and Equipment

All Association materials intended for distribution and/or display in any property under the management of the Board must be approved and signed by an appropriate Association official before distribution or display. The Association shall be authorized to use without fee:

1. The facilities of any building for meetings upon verbal permission of the Superintendent, as long as it does not interfere or compete with any previously authorized activity in said building. These meetings are to take place outside of regularly scheduled student hours.
2. Board-owned equipment, including computers, printers, duplicating equipment, public address equipment, and all types of audio-visual equipment, outside of regularly scheduled student hours. Any expendable supplies will be supplied by the Association.
3. Bargaining unit member mailboxes and bulletin boards in Buckeye Valley lounges or workrooms to disseminate information to members.
4. Telephones in any building to carry out Association business. Any fees for long distance calls shall be reimbursed to the Board by the Association. Any long distance calls completed by an Association representative must be recorded on the appropriate telephone log form and submitted to the Office of the Treasurer.
5. The Association Co-President(s) will be provided with released time for the conduct of Association business during the time prior to the first instructional period of the day based on the high school, or if appropriate, middle school schedule. In the event that the Association President is an elementary teacher, an equivalent duty-free period will be scheduled.

B. Privileges

1. The Co-Presidents of the Association or designated member of the Association shall be allowed to visit schools, but not on class time of the Co-Presidents, representative or any member of the bargaining unit or in conflict with other meetings of any of the above. Upon their arrival, they shall notify the Principal of their presence.
2. Building representatives may call meetings of Association members within the building outside of the regularly scheduled student hours, or make announcements regarding Association business prior to or following a scheduled staff meeting.
3. Except as modified by this Agreement, members of the bargaining unit shall be assured all rights granted by law.
4. No reprimand of any kind shall be taken against a member of the bargaining unit by reason of their membership in the Association or participation in any of its legal activities. Furthermore, there shall be no discrimination against any Association member with regard to engaging in protected Association activities.
5. Prior to the initiation of any new computer programs that are required by the District, training will be provided at one of the following times: scheduled in-service or work day at the beginning of the school year, early release times, regularly scheduled contractual staff meetings, or during the regular work day excluding planning/conference and lunch periods. If necessary, substitutes will be provided.

C. The Association will be provided with:

1. A copy of all Board agenda, minutes, financial reports and background information which are provided for each Board member, except those reports prepared expressly for use in negotiations and except for the Superintendent's report.

Such packets of information will be sent to the Co-Presidents of the Association at the same time as they are provided to Board members. A copy of all public records will be provided to the Association Co-Presidents as soon as such forms are filed with the agency required by law.

D. Fair Share Fee

1. Pursuant to Section 4117.09 (C) of the Ohio Revised Code, each bargaining unit member who is not a member of the Association by the sixtieth (60th) calendar day of the school year or by the sixtieth (60th) calendar day after his/her initial employment with the Board (whichever is later), shall pay by payroll deduction a fair share fee in an amount determined by law and which shall not exceed the dues paid by members of the Association and its unified affiliates.

The Association will submit to the Board's Treasurer the name of each unit member who is to pay the fair share fee and the amount of his/her fair share fee. Each such name shall be submitted no later than January 25, or no later than one hundred (100) calendar days after the unit member's day of initial employment, whichever is later. The Board's Treasurer shall begin deductions with the next payroll that occurs more than ten (10) days after receipt of notice of the name and the amount of the total fair share fee. The amount of each payroll deduction will be determined by dividing the total amount of the unit member's fair share fee by the number of pay periods the unit member has remaining in his/her pay plan for that contractual year.

2. If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the amount of the unpaid balance will be deducted from the unit member's last payroll check for that school year. Prior to the unit member's last payroll check, the Board Treasurer will notify the Association of the unit member's change in status. The Association will then certify the amount of the unit member's unpaid balance. 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 "The Buckeye Valley Teachers' Association."

A monthly list of the unit members from whom the deductions were made will be included with the check showing the amount deducted for each unit member.

3. It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to Federal Law and provisions of Section 4117.09(C) of the Ohio Revised Code.
4. The Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section provided that:
  - a. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board

intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.

- b. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed.
  - c. The Association will have the right to designate counsel to represent and defend the Board.
  - d. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, to permit the Association or its affiliated organizations to intervene as a party if it so desires, and/or to not oppose the Association or its affiliated organizations' application to file briefs amicus curiae in the action.
5. The Board of Education may waive its right to indemnification and provide its own defense. In the event of waiver, the Board shall have no duty to accept or cooperate with Association's counsel.

E. Class Size

1. Good faith efforts shall be made to insure that each class shall be organized so that no member of the bargaining unit has more than twenty-five (25) pupils per class. State or federally funded programs may be substantially below the twenty-five (25) to one (1) ratio and conversely, some classes such as band, choir, and P.E. may be above this ratio.

Notwithstanding the provisions of the paragraph above, in the event the average number of students for a grade level at an elementary building in the primary grades (K-4) reaches 26 (excluding classes such as band, choir and P.E.), a certificated/licensed tutor will be hired for that grade level.

When a certified/licensed tutor is required by reason of this subsection of the contract, the district will use a permanent substitute to serve as the aide until such time as an aide is hired.

2. Some classes may exceed twenty-five (25) pupils. In subjects or areas where the class size exceeds the twenty-five (25) pupil limit, the building administrator shall meet and consult with the affected staff member prior to the staff member teaching a class with more than twenty-five (25) pupils. Where the building administrator fails to consult with the teacher, the teacher shall have the responsibility of requesting in writing a consultation with an administrator. Such consultation shall occur within three (3) days of the administrator's receipt of the request.

3. Where physical facilities permit, students will be distributed equitably within grade level or subject.
4. This Article shall not require the Board to hire any additional teachers. There will be one full-time licensed counselor at each building, except there will be a total of two (2) counselors to service all three (3) elementary buildings. However, in the event the District enacts a Reduction in Force, this provision will not prevent a reduction in the number of counselors to less than what is stated herein.
5. Intervention Assistant Teams ("IAT's") will be available to consult with and provide guidance and recommendations to teachers with special needs students (students on an IEP or 504 plan) in their class(es).
6. Prior to the start of the school year, the building principal and special education director shall be available for a meeting with building staff to discuss equitable placement of special needs students.

F. Personnel Files

Bargaining unit members shall have access to their personnel files by making an appointment. Access shall be provided at a mutually agreeable time during normal business hours and shall not interfere with the bargaining unit member's job duties. Access shall be provided within two days (as defined by this contract) following such request. An administrator or designee must be present at all times while the bargaining unit member is reviewing his/her personnel file. Bargaining unit members may not add or remove documents from their personnel file. This provision shall not diminish the bargaining unit member's rights to insert rebuttals as provided elsewhere in this contract or the Ohio Revised Code.

Bargaining unit members shall have the right to have another member of the bargaining unit present during such review.

Bargaining unit members may request, and shall be provided within a reasonable time, copies of any personnel file documents at a fee which shall not exceed the actual cost of such copies.

- A. All communications bearing on performance or personal merit, other than official communications such as teaching certificates, and college transcripts shall be signed by the bargaining unit member before being included in the member's personnel file. Such signature may not be construed as agreement with the document, but only that the bargaining unit member has seen the document and is aware that it is to be placed in the personnel file.

Anonymous communications regarding the teaching performance or personal merit of a bargaining unit member shall not be included in a member's personnel file.

B. Community Complaint Procedure

Complaints against members from parents and/or persons not employed by Buckeye Valley schools will be handled as follows:

1. Any and all anonymous information or complaints against a teacher will be disregarded and shall not be used in evaluations, discipline, decisions of assignment or in any way be made a matter of record. Any complainant who is not willing to have his/her name disclosed to the teacher will be informed that no further investigation or action will be taken by the Board or administration.
2. The complaining party must first be directed to discuss his/her concern with the teacher(s) involved. The teacher will have a conference with the complainant as soon as possible at a mutually acceptable time.
3. If a complaint is received by a teacher's immediate supervisor/principal, the supervisor/principal shall discuss the details of the complaint, including the name of the complainant with the affected teacher(s). The teacher may then schedule a mutually acceptable time to discuss the issue with the complainant, as per number 2 in this section.
4. If the teacher and the complaining party cannot satisfactorily resolve the issue, either the complainant or the teacher may request a meeting of both parties and the principal/supervisor. The meeting will be arranged at a mutually convenient time.
5. If the complainant is not satisfied with the results of the meeting, the complaint shall be reduced to writing by the complainant and directed to the Superintendent. A copy of the written complaint shall be supplied to the teacher at the time it is submitted to the Superintendent.
6. A meeting will be held with the complainant, the teacher(s) and the Superintendent in an attempt to resolve the issue.
7. At any time during the complaint process, if the member is concerned that discipline may result from any scheduled meetings as per this section, the member may request Association representation.

C. Acceptable Use Policy for Computer Network use

All bargaining unit members who use the District computer network system shall comply with the following Acceptable use Policy.

1. Bargaining unit members will not send or display offensive messages or pictures, use obscene language or engage in any illegal activity using the District computer network.
2. Members will not use other users' passwords, and/or access folders or work files.
3. Individual passwords will not at any time be provided to non-employees of the district or students.
4. Members will not download or install software that was not purchased by the District for school use and/or approved by the building administrator for download and installation.
5. Members acknowledge that the computer network belongs to the District. Members will not interfere with classroom instruction when using the Network.

D. Teacher Professional Organization Supplemental Contracts

Upon written notification by the Association Co-Presidents, accompanied by a check in the correct amount, a supplemental contract will be issued to an employee(s) for performing work for the Buckeye Valley Teachers Association or any organization with which it is affiliated. The notification shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall pay the Board for the amount of the supplemental contract(s) and all retirement contributions paid on behalf of the employee(s). In no event shall this amount exceed the maximum allowed by Ohio Administrative Code Section 3307-6-01. The supplemental contract(s) shall be paid within thirty (30) days of the deposit of the funds from the Association by the District Treasurer. If the foregoing provisions are amended by subsequent changes to Ohio Administrative Code Section 3307-6-01, then such changes shall be addressed as provided in Article I of this Agreement.

ARTICLE III  
BOARD OF EDUCATION RIGHTS

The Board hereby retains and reserves unto itself, except as limited by the specific and expressed terms of the Agreement, all powers, rights, authority, duties and responsibilities

conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

#### ARTICLE IV GRIEVANCE PROCEDURE

"Grievance" is a claim by a member of the bargaining unit of an alleged violation, misinterpretation or misapplication of a valid provision of the Master Contract or the member's individual contract or a claim may be filed by and/or in the name of the Association only for an alleged violation, misinterpretation and misapplication of the Master Contract.

A grievance may be filed by a bargaining unit member on their own behalf as well as all other members similarly situated so long as such grievance is based on the alleged violation, misinterpretation or misapplication of the same valid provision or provisions of the Master Contract or written individual contract, and the facts are so substantially similar that the determination of the facts in the one grievance is dispositive of the facts in all grievances which could have been filed individually. A "group grievance" shall be heard in a group hearing.

All members of the bargaining unit shall have the right to file a grievance as set forth in this procedure without fear of reprisal. No evidence of the grievance having been filed will appear on the member of the bargaining unit's record, except as may be required by the disposition of the grievance or the arbitrator's award.

The "grievant" is the member of the bargaining unit, or members of the bargaining unit or the Association filing an alleged grievance.

The "party of interest" is the individual or group of individuals the grievant alleges violated, misinterpreted or misapplied a valid provision of the Master Contract or written individual contract.

As used in this agreement, "days" means school days as identified in the annual school calendar adopted by the Board, except as such days may be eliminated by the emergency closing of school. During the summer months when school is not in session, "days" mean week days that are not a State or federal holiday. Responses to grievances due in summer months when school is not in session shall be mailed by certified mail, return receipt requested, to the BVTA co-president listed on the grievance. The time within which the grievant is to process the grievance will begin on the date the certified mail receipt is signed. The number of days indicated at each level shall be considered as maximum and shall be adhered to in order to expedite this procedure. These days may be extended by mutual agreement. If, however, the time level is exceeded by either party, without previous mutual consent, the party exceeding the time limit will concede their position.

The term "member of the bargaining unit" when used in this document, shall refer to an individual or group of individuals who are each members of the bargaining unit.

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

Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with a member of the Administration through normal channels of communication with or without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this contract.

A grievant shall initiate action within ten (10) days of the time when the bargaining unit member should have been aware, upon the exercise of reasonable diligence, of the event or situation upon which the grievance is based or such grievance is deemed waived.

The Association shall have the exclusive right to determine whether a grievance should proceed to arbitration. If the Association decides a grievance should not proceed to arbitration, the grievance shall be considered resolved based upon the disposition made at the preceding step, regardless of who originally filed the grievance. Written assurance of the Association's approval must be included in the Association's Level Four notice to the Board.

#### Informal - Problem Solving

The purpose of this step of the procedure is to secure, at the lowest possible administrative level, equitable adjustments to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as possible. The bargaining unit member shall, within ten (10) days, as defined above, first discuss his/her grievance with their immediate supervisor. There shall be an attempt to resolve the problem informally prior to the filing of a grievance. Such resolution shall not conflict with any provision of this agreement.

If the grievance is not resolved within seven (7) days after the informal meeting, the grievant may advance the grievance form contained in the collective bargaining agreement Appendix E to Level One.

#### Level One - Formal

In the event the grievant is not satisfied with the disposition at the informal problem solving, or no decision has been rendered within seven (7) days after the Informal meeting, the grievant may initiate the formal proceedings by filing an Official Grievance Report form (Appendix E) with the Building Principal. The Official Grievance Report form will be available from the Association or administration.

Within five (5) days of the filing, the Building Principal shall arrange a hearing between the grievant and the party of interest. The written disposition of the grievance by the Building Principal shall be added to the Grievance Report form within five (5) days of the hearing.

#### Level Two

If the Grievant is not satisfied by the disposition of the Principal, said grievant may seek a hearing with the Superintendent or designated representative within five (5) days after the receipt of the written disposition at Level One by filing another Grievance Report form and submitting it to the Superintendent. Within the next five (5) days, a hearing shall be arranged between the grievant, the Superintendent or his designated representative and the party of interest. The disposition of the Superintendent or designee shall be given, in writing, within five (5) days from the conclusion of the hearing.

#### Level Three

If the grievant is not satisfied with the disposition in Level Two, said grievant may request a hearing with the Board of Education within five (5) days after his/her receipt of the written disposition following the hearing in Level Two. The Board shall have ten (10) days to arrange a hearing between the grievant, the Superintendent, the party of interest and the Board. The disposition of the Board shall be in writing and shall be given to the grievant within fourteen (14) days from the conclusion of such hearing. All Board hearings pursuant to this section shall be held in executive session, unless otherwise agreed to in writing by all parties to the grievance.

#### Level Four

If the grievant is not satisfied with the disposition in Level Three, the Association may request a hearing before an arbitrator within five (5) days after the disposition at Level Three. The Association's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days of the Association's request for arbitration, the Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of ten (10) to fifteen (15) names. The Association and the Superintendent or designee shall rank the list of arbitrators, or strike through individual arbitrators according to AAA's rules. If AAA is unable to designate an arbitrator based on the submissions of the Association and the Superintendent or designee, a second list of ten (10) to fifteen (15) names shall be requested from AAA to be ranked or stricken by the Association and the Superintendent or designee. If AAA is unable to designate an arbitrator based on the submissions of the Association and the Superintendent or designee from this second list, then a list of five (5) names will be furnished by AAA for ranking by the Association and the Superintendent or designee. AAA shall appoint an arbitrator from this third list based upon the submissions from the Association and the Superintendent or designee.

Once the arbitrator has been selected, said arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such times as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at the decision concerning any issue presented that is proper within the limitations expressed here. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to said arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

The cost of the arbitration shall be borne by the loser; however, the arbitrator shall apportion costs if less than full relief is granted. Each party shall bear the cost of its own representatives.

#### Miscellaneous

A grievance may be withdrawn by the grievant at any level without prejudice or record.

In all levels of the Formal Procedure, an Official Grievance Report form (Appendix E) shall be made in quadruplicate: one (1) for the grievant; one (1) for the administration; one (1) for the Association; and one (1) for the Board.

Upon failure of a member of the bargaining unit to file a grievance, the facts upon which such grievance could have been filed shall not be deemed as "past practices" in the consideration of a grievance subsequently filed by another member of the bargaining unit on the same or similar facts.

Copies of all written decisions of grievances, at all levels, shall be sent to all parties involved. The Association President, the grievant, and the appropriate administrator, shall be included as some or all of the parties to be involved.

In the event that any step of the grievance procedure cannot be processed due to the unavailability of an essential participant because of authorized leave (or, in the summer months, vacation), the time limits to process the grievance step are automatically extended by the period of unavailability.

ARTICLE V  
NOTICE OF RECOMMENDATION OF  
NONRENEWAL FAIR DISMISSAL

- A. The Principal shall notify any member of the bargaining unit for whom the Principal intends to recommend nonrenewal of contract on or before May 10th.

The regular limited contract of an employee may be non-renewed in accordance with the procedures and requirements of the Ohio Revised Code. A bargaining unit member who wishes to challenge procedural non-compliance with the procedures in this and the Evaluation Article of the contract shall have all appeal, hearing and other rights afforded by the Ohio Revised Code.

Nothing in this chapter will apply to supplemental, extended service or substitute contracts. Such contracts will expire automatically at the conclusion of their terms. Notice of non-renewal will not be required for such contracts.

A teacher who is eligible for a continuing contract may be non-renewed, may be given a continuing contract, or may be given one (1), one-or two-year, extended limited contract with written reasons directed toward professional improvement.

A teacher who has completed three limited contracts, and who is not eligible for a continuing contract, may also be given a one or two-year probationary contract with written reasons directed to professional improvement. The Superintendent will give the teacher the written reasons no later than June 1<sup>st</sup> of the year in which his/her contract expires.

The Board will take action on the Superintendent's recommendation and give notice thereof by June 1<sup>st</sup> as well. If the teacher is re-employed after receiving one (1), one or two-year probationary, limited contract, and he/she is eligible for a continuing contract, he/she will receive a continuing contract. Noncompliance with the requirements of this section will result in the granting of a continuing contract to a teacher otherwise eligible for a continuing contract.

- B. Disciplinary Action

Progressive Discipline

An employee shall be disciplined in compliance with applicable provisions of this contract and not be disciplined in an arbitrary or capricious manner. Anonymous information will not be used to discipline and/or evaluate a bargaining unit member.

1. Letter of Direction – Non-Disciplinary

The purpose of a letter of direction is to advise an employee of school district standards and expectations of performance and is not discipline of the employee. The letter shall clearly state that it is a “letter of direction”. No letter of direction shall be placed in a bargaining unit member’s personnel file before the administrator issuing the letter has consulted with the Superintendent and the employee has seen and signed the letter as acknowledgement of receipt only.

A letter of Direction as noted above is not part of the disciplinary procedure.

2. Progressive Discipline – Steps

The employer agrees that, where appropriate, the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty. Progressive discipline does not preclude immediate disciplinary action in cases of serious and/or overt actions which may include advanced discipline including removal. The administration will use the following steps of progressive discipline. Nothing in this article prevents the administration from repeating Steps 1 or 2 or 3 on multiple occasions prior to advancing to the next step or skipping Steps 1 and 2 or 3.

Step 1: Verbal reprimand(s)

Step 2: Written Reprimand(s)

Step 3: Suspension without pay for up to five (5) school days.

Step 4: Termination in accordance with ORC 3319.16

3. Verbal Reprimand

When the administration issues a verbal reprimand, the employee will be verbally advised of the administrative concerns. The administrator shall clearly state that the employee is receiving a verbal reprimand. The employee may have an Association representative of his/her choice present during the verbal reprimand.

4. Written Reprimand

Prior to placement of a written reprimand in a bargaining unit member’s personnel file, the administration shall advise the employee of the charges against him/her and conduct a meeting to afford the employee an opportunity to respond. The letter shall clearly state that it is a written reprimand. The employee shall be afforded the right to be represented at the meeting. The employee may waive, in writing, the pre-disciplinary conference provided for in this section.

No written reprimand shall be placed in a bargaining unit member's personnel file before the administrator issuing the reprimand has consulted with the Superintendent and the employee has seen and signed the letter as acknowledgement of receipt only. If no further incidents occur within five (5) years of the written reprimand, it shall not be used as the basis for future discipline.

5. Pre-Termination Procedure

Prior to any determination regarding removal or disciplinary action involving reduction or loss of pay or position, the employee shall be presented in writing with the charges and the basis of those charges. The purpose of this procedure is to ensure that the employee has an opportunity to respond to the charges. The pre-disciplinary conference shall be conducted by the Superintendent or his designee. This conference shall be scheduled no earlier than 24 hours after the time the employee is notified of the intent of the administration to consider discipline and schedule the pre-disciplinary conference. The employee will be notified of the nature of the offense and charges. Discipline procedures will be discussed at the pre-disciplinary conference. When the nature of the offense is such that immediate disciplinary action is required, the Board is not prohibited by the terms of this provision from taking immediate disciplinary action, although such conference will not be waived. The Board and the employee may produce witnesses at the pre-disciplinary conference. The employee may waive, in writing, the pre-disciplinary conference provided for in this section.

At the conference or in writing, the employee and his/her representative shall have a right to rebut the charges before an appropriate administrator, however, failure to present rebuttal testimony or other evidence at a pre-disciplinary conference shall not be used against the employee.

After the pre-disciplinary conference, the employee shall be notified in writing of the recommendation of the officer, disciplinary action, and any other administration determination. The notice shall include the charges and the effective date of the disciplinary action, if any, and such notice will be presented no later than seven (7) days after the pre-disciplinary conference.

## ARTICLE VI EVALUATION

All evaluations of a member as prescribed in such plan shall be conducted openly with the member's full knowledge and awareness. However, teacher evaluation is an ongoing process and is not limited to scheduled classroom observations.

Any other matters coming to the attention of the administration in the ordinary course of conducting the business of the school district may be included in the evaluation only after the member has been notified, in writing, and/or in a conference, of such matters. Anonymous information and materials may not be included in the evaluation.

Any significant differences on the evaluation should be thoroughly analyzed and resolved, if possible. In the event the member does not agree with the principal's evaluation, such disagreement shall be filed, in writing, within five (5) days of the principal/member conference. Additional evaluations may be made by the Superintendent at his/her discretion or at the request of either the principal or member.

Violations of and compliance with, evaluation procedures are subject to the grievance procedure, Article IV. The substance of an evaluation that directly results from an evaluator's following the OTES model may not be grieved.

Evaluation for supplemental and regular bargaining unit member contracts shall be kept in separate envelopes in the personnel file.

### Definitions

- A. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- D. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth

based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

- E. **Teacher Performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
- F. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
- G. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure.
- H. **Evaluation Instrument:** The process and forms used by the teacher's evaluator.
- I. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- J. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

#### Purpose

- A. The purposes of teacher evaluation are:
  - 1. To serve as a tool to advance the professional development of teachers.
  - 2. To inform instruction.
  - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

#### Application

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
  - 1. Teachers working under a license issued under Chapter 3319 of the Ohio Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

#### Evaluators

- A. An evaluator must be an ODE credentialed employee of the District.
- B. The person who is responsible for assessing a teacher's performance shall be:
  - 1. A Building Administrator for the first cycle, then if requested by the teacher, another Administrator from the District for the second cycle, with Superintendent's approval.
  - 2. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The designated supervisor may change under extenuating circumstances, with the Superintendent's approval.
  - 3. The evaluator shall not be a bargaining unit member.

#### Evaluation Committee

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of assessing and making recommendations concerning the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
- B. Committee Composition

The committee shall be comprised of no more than 7 Association members appointed by the Association and no more than 3 members appointed by the Board or its designee.

#### Training

- A. Teachers may request a meeting with their evaluator to discuss the tools, processes, methodology, and the use of the student growth ratio.

#### Schedule for Evaluation

- A. Teachers will be notified of their designated evaluator no later than September 15<sup>th</sup> of each school year.

- B. Classroom observations may be scheduled any day except: the day before or after Thanksgiving, Christmas, Spring Break; the day after the member returns from an absence; and, the last day of a grading period.
- C. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- D. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this Article once every two years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
- E. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant section 3319.11 of the Revised Code.

Criteria for Performance Assessment

- A. A teacher's performance shall be assessed based on the standards for the teaching profession as reflected in the criteria set forth in the evaluation instrument, Appendix A to this agreement.
- B. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher, the walkthroughs that are set forth in this agreement, and other methods of obtaining data concerning teachers performance.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- D. If a teacher receives master teacher certification, the following school year the teacher will automatically receive an accomplished rating on the teacher performance side of the evaluation cycle. Therefore the teacher will not have to have a performance evaluation process for one year.
- E. If a teacher receives national board certification, the following three school years the teacher will automatically receive an accomplished rating on the teacher performance side of the evaluation cycle. Therefore the teacher will not have to have a performance evaluation process for three years.

Observations

- A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. Formal observation(s) shall last at least 30 minutes. If possible, the Evaluation Committee recommends evaluators stay for a full instructional period for Middle School and High School teachers and a complete lesson for elementary school teachers.

B. Observation Conference

1. All formal observations shall be preceded by a scheduled pre-conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. Teachers will be given advanced notice of the scheduled pre-conference date and time.
2. A post-observation conference shall be held within ten (10) days after each formal observation to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.
  - a. Prior to the post-conference, the OTES Teacher performance evaluation rubric shall be provided to the member.

Walkthroughs

- A. A walkthrough is a formative piece of the evaluation.
- B. Walkthroughs should last no longer than 15 minutes.
- C. Teachers will receive written feedback by e-mail or writing within three (3) days.
- D. A minimum of two (2) walkthroughs shall be included in each evaluation cycle. Additional walkthroughs can be requested by the teacher in addition to employer initiated walkthroughs.

Finalization of Evaluation

A. Written Report

1. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference may be held between the teacher and the evaluator.

B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures and teacher performance. The evaluation report shall be completed by May 10.

C. Response to Evaluation

1. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Professional Development and Improvement Plans

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

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation with approval of the Superintendent.
  2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
  3. Teachers with below expected levels of student growth will develop an improvement plan, as outlined below, with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation.
  4. For purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level.
- B. Professional growth and improvement plans for the following school year shall be developed not later than the end of the current school year.
- C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.
- D. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers.
- E. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.
- F. The professional improvement plan shall include performance expectations, timelines for completion, and options for seeking assistance.

Teacher/Coach for Teachers on an Improvement Plan

- A. The District may provide teachers under an improvement plan with a teacher/coach who is not the credentialed evaluator. The teacher/coach will be provided release time to allow for meetings, direct mentoring activities, and/or observations with the teacher.

Due Process

- A. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Personnel Action Requirements

- A. The student growth data side of the evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

ARTICLE VII  
REDUCTIONS IN STAFF

- A. The Board may make a reduction in force in the bargaining unit only when one or more of the following conditions exist:
  - 1. decreased pupil enrollment;
  - 2. suspension of schools;
  - 3. territorial changes affecting the district;
  - 4. return of regular members of the bargaining unit after a leave of absence; and/or
  - 5. Financial reasons and any other cause set forth in Section 3319.17 ORC or any other Revised Code provision of similar import.

Reductions shall be made by suspending the contract or contracts of one or more members of the bargaining unit provided however, that this provision shall not be construed to limit the right of the Board to non-renew a contract or not fill any vacant position. The Board shall not use non-renewal of contracts as a means of accomplishing the objectives of this Article.

- B. If the Board is contemplating the layoff of any members of the bargaining unit it will so notify the Association at least forty-five (45) days before the proposed effective date of layoff. Such notice will be in writing and will include the specific positions to be

affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs. Any member of the bargaining unit who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

- C. For purposes of this Article, seniority will be computed from a member's most recent date of continuous hire and will begin to accrue as of the first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, periods of layoff pursuant to this Article, or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. A tenured member of the bargaining unit shall be given priority consideration in staff reduction. When seniority is equal, the following procedures will be used to break the tie:
1. First day of actual service in a bargaining unit position; then if there is still a tie –
  2. Date of hire as a teacher by the Board of Education; if there is still a tie –
  3. Date signed employment contract received by the Treasurer's office; if there is still a tie –
  4. Current step on the years of experience column on the salary schedule, with the person on the highest step having seniority; if there is still a tie –
  5. Any previous employment at Buckeye Valley (in or out of the bargaining unit); if there is still a tie –
  6. The employee with the lowest last four digits in their social security number will have most seniority.
- D. On or about September 30 of each school year, the Superintendent will provide the Association Co-Presidents with a list showing the seniority of each member of the bargaining unit employed by the Board and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will at all times have posted in his/her office a current seniority list which will be available for inspection during regular working hours by any member of the bargaining unit and provide a copy to the Association Co-Presidents.

Should a reduction in force be necessary, members of the bargaining unit will be reduced based on his/her evaluation rating: provided that, the members on continuing contracts shall be given preference over members on limited contracts. The member with the lowest evaluation rating shall be laid off first. If members have comparable evaluations,

the least senior of the members with comparable evaluations shall be laid off first. However, the member of the bargaining unit being laid off in one area of certification/licensure may, within five (5) days of receipt of written notice of reduction status, request, in writing, placement in another position in which the member is licensed to teach. Those members on continuing contracts shall be given priority over members on limited contracts. Members requesting to displace another member cannot have a lower rating on their evaluation than the member being displaced. Where evaluations are comparable, seniority shall be the deciding factor. In order to provide qualified members in all positions, the Board may reassign and transfer according to the provisions of this agreement.

E. Recall

1. If there is a vacancy in a bargaining unit position, that the Board decides to fill, laid off members of the bargaining unit who are certificated/licensed to perform the work in question will be recalled in reverse order of layoff (i.e. last laid off is the first recalled).
2. If a laid-off member of the bargaining unit has been recalled to a position other than that which was held immediately prior to the layoff, said member of the bargaining unit will remain eligible for recall in accordance with the provisions of sub-section 1 above.
3. Notice of recall will be given by registered mail to the last address given to the Board by a member of the bargaining unit. A copy of the notice of recall will be given to the Association. If a member fails to respond within ten (10) days after receipt of the above notice of recall or if the member does not claim or refuses delivery of the registered mail notice, said member will be deemed to have refused the position offered.
4. A member who is laid off will remain on the recall list for thirty-six (36) months after the effective date of the layoff unless that member:
  - a. waives recall rights in writing
  - b. resigns
  - c. fails to accept recall to the position said member held immediately prior to layoff or to accept a substantially equivalent position; or
  - d. fails to report to work in a position that said member of the bargaining unit has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a member of the bargaining unit has secured temporary employment elsewhere, that member will be

allowed fifteen (15) days additional time before being required to report to work.

- F. All benefits to which a member was entitled at the time of the layoff, including unused accumulated sick leave, will be restored to that member upon return to active employment and said member will be placed on the proper step of the salary schedule for experience and education. A member of the bargaining unit will not receive increment credits for time spent on layoff.

#### ARTICLE VIII SCHOOL DAY

- A. The school day of bargaining unit members shall be seven (7) hours and twenty (20) minutes for use as determined by the principal and superintendent and lunch and planning periods as provided in this Article. Supplemental contract time is over and beyond the normal student day. High school and middle school teachers shall be required to report to the building no earlier than 7:30 a.m. or to begin duty no earlier than 7:35 a.m. No elementary school member of the bargaining unit shall be required to report to a building before 8:40 a.m.
- B. All classroom members of the bargaining unit shall have a planning/conference period. High school and middle school members of the bargaining unit shall have one class period for planning/conference each day. Elementary members of the bargaining unit shall have a minimum of two hundred (200) minutes per week in blocks of no less than twenty (20) minutes each for planning/conference time. These planning/conference periods are to be free of assigned duties.
- C. Members of the bargaining unit who are under contract part-time shall be scheduled for one (1) block of time.
- D. In the event that State law is modified to require a minimum school day greater than seven (7) hours, State law shall be followed. In that event this Article shall be renegotiated in accordance with Chapter 4117 of the Ohio Revised Code.
- E. Flex Time

A bargaining unit member is required to be on duty seven (7) hours and twenty (20) minutes per day. However, subject to all other obligations in this contract, each bargaining unit member shall have the right to utilize flex time before and after the student day, at the discretion of the bargaining unit member, provided that he/she works an average of seven (7) hours and twenty (20) minutes per day over one month period. When a bargaining unit member plans to use flex time on a regular basis, the member shall inform the building principal of such use, otherwise, the bargaining unit member

is not required to give advance notice of flex time. Flex time shall not be used as a reason for unavailability for pre-arranged meetings.

If a building principal suspects that a bargaining unit member is abusing flex time by not working seven (7) hours and twenty (20) minutes required by the contract, he/she may require the bargaining unit member to account for time and may require the bargaining unit member to submit time sheets.

Bargaining unit members shall meet with parents when requested, such meetings to be scheduled at a time within the discretion of the bargaining unit member. Disagreements regarding scheduling of parent meetings shall be resolved jointly by the building principal, the bargaining unit member, and the parent.

#### ARTICLE IX ELECTRONIC GRADE ENTRY SYSTEM

The Association and the Board mutually agree that an important district goal is the continued use of technology, with increasing staff expertise in the same. In accordance with that agreement, the BVTA and the District agree to the following:

- A. It is the expectation that an electronic grade entry system (e.g., Progress Book) will be used for the purpose of recording and posting grades online.
- B. Members required to use the system shall not be held liable for any breach in the security of the system from intrusions, such as hackers, etc.
- C. The teacher will have access to a school computer within the school day.
- D. Parents viewing grades through the program and wishing to discuss these grades will contact the teacher.
- E. Teachers who use the system are expected to have grades recorded at interims and at the end of the grading period, in addition to updates throughout the grading period.
- F. Kindergarten teachers will have the system available but will not be required to use the program.

#### ARTICLE X ASSIGNMENT/TRANSFER

- A. Assignment Transfer and Vacancy Posting for Certificated Positions within the District

1. Any member of the bargaining unit under contract from the previous year will have the same assignment in regards to building or buildings, grade level, or department in which services are to be rendered unless notified otherwise by July 15.
2. No member will be involuntarily transferred into a position for which he/she does not hold a valid certification or license.
3. A job vacancy is created by the death, resignation, retirement, transfer, nonrenewal, or termination of a bargaining unit member formerly filling such position, provided that the Board decides to fill the position, or a new job created by the Board. A vacancy exists after all positions to be filled by assignment or transfer have been filled and prior to the employment of a new teacher from outside the bargaining unit. When the Superintendent determines that a vacancy exists, it will be posted as provided in this article.

If the Board decides to fill a guidance counseling position, it shall be filled by a licensed guidance/school counselor and be a bargaining unit member.

4. Whenever a bargaining unit position is determined to be vacant or a newly created position is established, the Superintendent's office shall post such vacancies in each building throughout the school district. The notice shall include the qualifications necessary to filling each position posted. Bargaining unit members of the Buckeye Valley Local School District desiring to be considered for such vacancies shall apply.
5. Application for a vacancy must be submitted within five (5) days of the posting. Certified employees of the Buckeye Valley Local School District shall have preference in filling a position if meeting the State certification qualifications for the vacant bargaining unit position. The Superintendent, or designee, shall confer with a member of the bargaining unit denied a transfer to a posted position at the latter's request.
6. From the end of school through the opening of school (summer), vacancies shall be posted on the District website, with date of posting included, and by e-mail to each bargaining unit member. Application for a vacancy must be submitted to the Central Office within five (5) week days, not including State or Federal holidays, of the posting.
7. For the purpose of this section, the Superintendent may post a notice of any vacancy created by reason of a transfer, assignment or reassignment made pursuant to this section.
8. The following will, to the extent feasible, govern the assignment of existing bargaining unit members to new elementary school (K-5) facilities as assignments and transfers may become necessary due to additional buildings. As

soon as changes in elementary assigned attendance areas have been determined and the number, grade levels and location of elementary classes have been determined, the teaching staff presently assigned to elementary classrooms will be notified and given a period of not less than ten (10) days to submit written expressions of interest in assignment to the new building or different grade level within the same building. Determinations regarding such expressions of interest will be based upon the following order:

- a. Seniority;
- b. Those interested in voluntary assignment to the current grade level, new building;
- c. Those interested in a different grade level, new building;
- d. Voluntary reassignment to different grade level within the same building;
- e. Involuntary reassignment.

Following consideration of declarations of interest, and making tentative assignment, all teachers who will be reassigned as a result will be notified, at the earliest possible time, of tentative assignments. All such assignments will be tentative, pending completion of the facilities and determination of further needs of the district.

9. Bargaining unit members who are required to move their classrooms as a result of the opening of a new building or renovation of an existing building will have the choice to move their classroom materials or have them moved in a manner to be determined by the administration. Unit members who chose not to move their own materials agree to hold the Board harmless for any loss or damage to their materials resulting from the move.
10. All bargaining unit applicants who possess the proper certificate for a vacancy shall be afforded the opportunity of an interview and consideration shall be given to bargaining unit member's experience and performance in the district.

#### B. Posting and Filling Supplemental Positions

1. Supplemental positions are one year limited contracts which are automatically non-renewed at the end of each school year without any Board action. However, the Board may renew the supplemental contract of a bargaining unit member without posting said position. Non-renewal of a supplemental contract is not a disciplinary action or necessarily an indication of poor performance and will not be recorded as such in the personnel file of the bargaining unit member.

- a. For all new and vacant supplemental positions, the Board will post the positions as provided in this Article. The supplemental positions will be filled in accordance with Ohio Revised Code 3313.53. The Ohio Revised Code requires that qualified bargaining unit members be offered the positions first. If no qualified bargaining unit member accepts the position(s):
  - (i) The Board must advertise the position(s) as available to licensed, qualified teachers not employed by the Board.
  - (ii) If no licensed, qualified individual not employed by the Board accepts the supplemental position, the Board may offer the position to a non-licensed individual who holds a valid pupil activity program permit.
- b. If a non-licensed individual with a valid pupil activity program permit holds a supplemental position, he/she may be renewed without first advertising said position or offering it to a bargaining unit member, pursuant to Ohio Revised Code 3313.53.

#### ARTICLE XI CONTRACTS

- A. The Board shall provide each member of the bargaining unit individually written contracts in keeping with the provision of the Ohio Revised Code.
- B. All contracts shall be subject to the following terms and conditions as if said terms and conditions had been fully set forth therein:
  - 1. 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 as provided in the Supplemental Salary Schedule. No member of the bargaining unit shall be required to supervise extra-curricular activities. All extra-curricular activities, with or without compensation, must be approved by the Board. Payment shall be made in the next regular paycheck immediately following written notification of the completion of the duties.
  - 2. Said base annual salary shall be paid in twenty-six (26) installments. On any occasion that a pay date falls on a bank holiday or on a day when the Treasurer's office is closed, the pay will be on the workday immediately preceding the holiday. Proof of completion of one hundred fifty (150) semester hours, or Master's Degree, or Masters plus 15 semester hours, or Masters plus 30 semester hours by October 10 or by February 10 shall result in an immediate salary adjustment. Any adjustment resulting from proof of completion by October 10 shall be retroactive to the first teacher workday of the school year. An adjustment resulting from proof of completion by February 10, shall be retroactive to

January 1. Nothing in this section shall preclude the adjustment of annual salaries at any time during the school year.

3. Each member of the bargaining unit, before signing a contract, shall have been notified as to their duties and obligations pertaining to the State Teacher's Retirement System.
4. The Treasurer of the Board shall make available a copy of the Board's existing policies, rules and regulations to each member of the bargaining unit, Building Principal and Association officer, and shall cause a copy to be placed in each of the school lounges at the start of each school year. Also, all adopted policy changes shall be made available to each building Principal, Association officer and each member of the bargaining unit when adopted. The Board Policy Handbook shall be made available online on the District's website.
5. The minimum sequence of limited contracts will be as follows: 1-1-2-5 (number of years for which the contract is issued), except as indicated below. Only members of the bargaining unit employed after the opening of school shall be given less than a one (1) -year contract. If the member is employed after the beginning of the school year, the contract will be pro-rated for the remainder of the contract year. The member shall not be moved to the next experience step nor will this contract be considered the member's first one-year contract if he/she has not worked one hundred twenty (120) days during the school year. The member will receive one (1) year experience credit for contract purposes if he/she has worked one hundred twenty (120) days in the same position. Those members of the bargaining unit who qualify shall be eligible for a continuing contract in accordance with the applicable provisions of Ohio law. Those members of the bargaining unit who have had a continuing contract in another school district in Ohio shall be eligible for a continuing contract at the end of two (2) years. The Board of Education shall act on continuing contracts for all eligible bargaining unit members, who have indicated intended eligibility on the annual intent form once each year prior to June 1. The annual intent form shall provide information to indicate continuing contract eligibility.
6. The Board reserves the right to award a probationary one-year contract to those teachers who would otherwise be eligible for a two-year, first five-year or continuing contract if professional improvement is needed as indicated through the evaluation procedure. Needed professional improvement is defined as six (6) or more documented unsatisfactories in two (2) or more consecutive formal evaluations. A probationary contract may be awarded to a bargaining unit member only once in any five (5) -year period.
7. Procedures for Obtaining Continuing Contract

No later than September 15 of the year in which the member believes that he/she is eligible for a continuing contract, the member will notify the Superintendent

in writing of his/her expectation to be considered for a continuing contract. It is then incumbent upon the appropriate administrator to follow the necessary evaluation procedures as set forth in this contract. A member who becomes eligible or who believes that he/she is eligible for a continuing contract during the term of a multi- year limited contract may request consideration for a continuing contract during the term of the multi-year contract by submitting the written notice as set forth herein. The Board will then consider the member for a continuing contract. The member will either be granted a continuing contract or a one-year extended limited contract and the existing multi-year contract will become void.

## ARTICLE XII CALENDAR

- A. A calendar committee consisting of the Superintendent, the Co-Presidents of the BVTA, and an administrative appointee shall meet by February 1 of each year to develop a proposed calendar. The final selection of a school calendar and any revisions of the same shall rest with the Board of Education; except that such Board-adopted calendar shall provide for the beginning of the school year not earlier than the Monday prior to Labor Day and for a spring break following the third nine (9) week grading period.
- B. All members of the bargaining unit shall be employed pursuant to a school calendar of not more than 184 days unless modified by State law. There shall be one hundred seventy-eight (178) student contact days and two (2) parent conference days. Additionally, there shall be two (2) days at the beginning of the school year without students. One (1) day shall be reserved for room preparation and meetings with the building principal. The meetings with the building principal shall last no longer than 3.0 hours. This day for room preparation/meetings shall immediately precede the first student day. The second day may be used for in-service activities and meetings. The in-service day shall be the first non-student day of the school year. One (1) three (3) hour day without students shall be reserved at the end of the school year to close out student records for the school year. One additional day shall be scheduled as determined appropriate for in-service during the school year, for a total of one hundred eighty-four (184) days.
- C. The Board shall adopt on or before the conclusion of the second week of school a calendar setting forth all open houses and parent-teacher conferences required of members of the bargaining unit. The number of required evening conferences for high school teachers will be four (4). Non-paid evenings for these teachers will not exceed two (2). The required number of evening conferences for K-8 teachers will be four (4). Non-paid evenings for these teachers will not exceed two (2).

Elementary music teachers will be responsible to supervise after school student music concerts and/or performances, some of which are scheduled for evening hours.

Supervision and participation in these performances does not constitute a meeting or conference covered within this article.

- D. In the event that a calamity day occurs on the date approved by the Board as one of the required parent-teacher conference evenings, then the Superintendent or his designee will choose an alternate date to reschedule the cancelled parent-teacher conference evening.
- E. Each building Principal shall post notice of all general staff meetings on or before the 25th day of the month prior to such meeting. Such meeting can only be rescheduled by mutual consent of the building principal and Co-Presidents. Such meetings beyond the members' schedule day shall not exceed nine (9) hours of general staff meetings per year, such meetings not to exceed one and one-half (1 ½) hours in length. Upon the authorization of the local Superintendent, emergency staff meetings may be called as required.
- F. Should conditions exist that might warrant the cancellation of school for the day, all reasonable efforts will be made to make such a decision prior to 6:30 a.m. of the day in question. If the decision is to cancel the day's instruction, notification will be transmitted by stations (WTVN, WDLR, WMRN), phoning chain that shall be established prior to November 1st of each year, District website, and by other announced radio and T.V. stations. This list shall be given to each staff member. It is reasonable to expect notification of school closing prior to 7:00 a.m. of the day in question.
- G. In the event that State law is modified to require a state-wide school calendar, state law shall be followed. In that event, this Article shall be renegotiated in accordance with Chapter 4117 of the Ohio Revised Code.
- H. Four professional development days will be paid at the member's per diem rate of pay, which has been included in the salary schedules. The four professional days will occur: 1 day added to the beginning of the school year and 1 day added at the completion of each of the first three nine-week grading periods. The content of the professional day added at the beginning of the school year will be determined by administration. The other professional days will each include at least two and one-half hours of teacher-driven protected time, with the balance of the day determined by administration.

### ARTICLE XIII SUBSTITUTE TEACHERS

- A. When the administration becomes aware of any absence of any member of the bargaining unit, the administration must reasonably attempt to provide a substitute. No substitute shall be required to fill an absence of less than one-half (1/2) day.  
Members of the bargaining unit who are requested to substitute during planning or conference time shall be paid at the rate of twenty (\$20.00) per hour in increments of six (6) minutes. Members will fill out the form in Appendix J to request payment.

- B. Members of the bargaining unit shall not be reassigned from a regular teaching assignment for the purpose of substituting. Members absent, for whom a substitute is paid, shall be docked appropriate leave (sick, personal) for the period of the absence in increments of one-fourth (1/4) of the school day.
- C. Members of the bargaining unit requested to cover an absent member's class in conjunction with their own class assignment shall also be paid at the above rate.

ARTICLE XIV  
PROFESSIONAL COMPENSATION

A. Continuing Education Units

The Board shall provide the opportunity for members of the bargaining unit to earn Continuing Education Unit (CEU) credits, at no cost to the Board, after school hours.

B. Tuition Reimbursement

The Board of Education will appropriate up to \$20,000 for the purpose of reimbursing bargaining unit members for the cost of tuition for college credit satisfactorily completed with a grade of B-/S or better in accordance with the provisions of this section. Tuition reimbursement is not given for courses taken for audit.

Tuition reimbursement will be available for members of the bargaining unit. The participating member shall have taught 120 school days in the Buckeye Valley Schools immediately preceding the term of enrollment and has either returned to teach immediately following the semester or quarter of enrollment or continued to teach during such enrollment.

The maximum number of hours for which reimbursement will be given to any member will be nine (9) quarter hours or six (6) semester hours completed during a calendar year. The member must take the course work in an area of current certification, or in an area affording professional enhancement benefiting both the member and the school district, as approved by the Superintendent.

Applications for reimbursement must be submitted to the Superintendent or designee by October 10th for courses successfully completed between August 31 of the previous year and September 30th of the current year. Payment will be made on an equitable pro rata basis not to exceed the conditions stipulated in this Article. Quarter hours will be converted to semester hours for pay purposes so that each quarter hour will be reimbursed at two-thirds (2/3) the semester hour rate. The amount of reimbursement will be determined by dividing the total number of dollars available for reimbursement by

the total number of credits to be reimbursed. That amount will then be multiplied by the number of reimbursable credits each member is entitled to receive. Total reimbursement to any member will not exceed the actual tuition cost of course(s) taken by the member. Any surplus in the Tuition Reimbursement fund will be carried forward to the next year.

## ARTICLE XV COMMUNICATIONS

- A. Upon request of either of the Co-Presidents of the Association or the Superintendent of Schools, the Superintendent shall meet once each month during the months of September through May, with a committee designed by the President and the Superintendent to discuss professional and personnel issues that may be of interest to all parties. The purpose of this committee shall be to open the lines of communication between the professional staff, the Superintendent, and the Board. If the issue is not resolved at this meeting, the Superintendent or his/her designee shall conduct a meeting at the building level with the Association Co-President or his/her designee and the principal to discuss the issue(s). If an issue between the Association and the Superintendent is not resolved at the building level meeting to the satisfaction of the Association, the President of the Association shall be granted the opportunity to discuss the issue with the Board providing said issues are not currently being grieved.

B. Discipline

The administration shall have the right to determine appropriate discipline within the parameters established by Board policy and the student code of conduct. Issues relating to student discipline concerns shall first be addressed through the building principal. If student discipline concerns persist, a bargaining unit member may notify an Association Co-President or a building representative of his/her concerns. The Association Co-President shall notify the Superintendent of the concern and the matter will be discussed at the next communication meeting or sooner. If the concern is not resolved at this meeting, the Superintendent or his/her designee shall conduct a meeting at the building level with the Association Co-President or his/her designee and the principal to discuss discipline concern(s). If an issue between the Association and the Superintendent is not resolved at the building level meeting to the satisfaction of the Association, the President of the Association shall be granted the opportunity to discuss the matter with the Board.

ARTICLE XVI  
LEAVE POLICY

A. Sick Leave

1. Each member of the bargaining unit will receive fifteen (15) days of sick leave per year at the rate of one and one-quarter (1-1/4) days per month.
2. All members not previously having sick leave accumulated shall be advanced five (5) days at the beginning of the school year. The days so advanced shall be included and not in addition to the fifteen (15) days earned annually as set forth in Sub-Section One (1).

Effective the 2008-09 school year, the maximum accumulation of sick leave shall be 250.

3. Sick leave days may be used to cover absence for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or students, and for illness or death in the immediate family.
4. Notwithstanding the provisions of Article XVI, Subsection G of this Agreement, a unit member may use up to six (6) weeks of accumulated sick leave after the birth of a child for child care purposes or in connection with the adoption of a child 18 years of age or younger. Up to an additional two (2) weeks may be taken upon a doctor's certification of medical need. Written notice of intent to use sick leave for child care or adoption purposes under this subsection will be given to the Superintendent when the unit member becomes aware of the need for the leave. (See Form at Appendix G.)

The FMLA permits qualified employees to receive up to twelve (12) weeks of unpaid leave per year for personal or family medical reasons. Employees using paid sick leave under this subsection shall be charged FMLA leave for all such time on leave.

5. Immediate family shall be interpreted to include parents, children, spouse, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or anyone living in the same household.

This definition may be expanded with the approval of the Superintendent on special circumstances of the relationship.

6. Extended family means close friends, aunts, uncles, cousins, nieces, nephews, whether by blood or marriage. Up to two (2) days of sick leave per school year may be used by reason of the illness or death of an extended family member.

7. Members of the bargaining unit shall be notified of their accumulated sick leave on a monthly basis.

B. Personal Leave

1. At the beginning of each school year, each member of the bargaining unit shall be credited with three (3) days with pay, to be used in no less than  $\frac{1}{4}$  day increments for personal leave upon notification to the local Superintendent. The Superintendent may, within his/her discretion, grant a unit member more than three (3) personal leave days.
2. Except in cases of an emergency, notification of personal leave shall be submitted to the local Superintendent no less than three (3) days prior to the use of such leave. During the period of May 1 until the end of the school year, except in cases of an emergency (in which case the Superintendent may grant a waiver of the 10-day notice requirement), notification of personal leave shall be submitted to the local Superintendent no less than ten (10) days prior to the use of such leave.
3. If a member of the bargaining unit fails to complete his or her contract, and the Board of Education refuses to accept the resignation of said member any personal leave granted shall be deducted from such teacher's final pay. Such deductions shall not be made if the contract is terminated.
4. Not more than twenty (20%) percent of the total teaching staff within a building may take leave on the same day, except that the Superintendent may allow such limitation to be exceeded under special circumstances. On the teacher work day before and the teacher work day after a holiday and during the period of May 1 until the end of the school year, the limit shall be not more than ten percent (10%) of the total teaching staff within a building.
5. Members of the bargaining unit who do not use personal leave days or half days during the regular school year may choose to either have these days or half days converted to sick leave day(s) or to be paid for each unused personal leave days at the rate of one-half ( $\frac{1}{2}$ ) of the teachers' per diem rate for the school year in which the day(s) could have been used. If sick leave credit is selected, the Treasurer will credit the sick leave days as of June 30 of the school year in which the days could have been used. If payment is selected, the Treasurer will make the payment prior to the beginning of the next school year. Payment will be made in a lump sum.
6. Bargaining unit members are strongly urged not to take personal days before or after holidays and vacations.

C. Professional Leave

1. Upon approval of the Superintendent, members of the bargaining unit shall be granted two (2) days of professional leave with pay for attendance at meetings of an instructional nature or visitation that can be beneficial in improving said person's abilities in performing their duties. Up to three (3) unused professional leave days may be carried over year-to-year for a maximum accrual of five (5) professional days.

After attendance at a professional meeting, said person agrees to provide a brief summary of the meeting at the next scheduled building staff meeting, upon request of the building principal.

2. The Superintendent may grant additional days requested.
3. Professional leave may be of two (2) types:
  - a. Full or partial-payment of all actual and necessary expenses.
  - b. Non-payment of expenses but the member of the bargaining unit is approved to attend professional conferences with salary and substitute for approved professional meetings.
4. All requests by the professional staff shall be made to the Superintendent on the prescribed form stating which type of professional leave is being requested. For notification purposes, professional staff members must route the request through the appropriate Building Principal prior to forwarding the request to the Superintendent.
5. Professional meetings are those meetings approved by the Superintendent for job-related and in-service education necessary for the employee requesting the professional leave. Those requests exceeding \$250.00 in reimbursement shall be presented to the Board for approval. The Board will pay up to \$250.00 for approved professional meetings. This amount may be carried over from year-to-year to a maximum accrual of \$750.00. For meetings held outside of the school day or year, the Board will match up to an additional \$150.00 paid by the unit member for approved professional meetings (for a total Board cost \$400.00).
6. In the event that a request for a professional leave is rejected, the Superintendent shall give a written explanation of the reason for rejecting the applicant's request.
7. Expenses may include, but are not limited to: travel (mileage), meals (not to exceed \$5.00) for breakfast, \$10.00 for lunch, and \$18.00 for dinner), lodging (no more than \$100.00), and registration fees as required. A signed receipt for registration fees, meals, lodging and other expenses must be submitted to the Treasurer for reimbursement. To be eligible for reimbursement of expenses,

expense forms must be turned into the Treasurer's Office within sixty (60) days of the date of the conference.

8. Leave which is necessary for the purpose of chaperoning students (field trips), course of study meetings, textbook meetings and any in-service training required by the State Department of Education shall not be counted as professional leave as outlined in this section.
9. All members of the bargaining unit granted professional leave shall be replaced by a substitute in accordance with the Board of Education policy.

D. Leave of Absence

A leave of absence is defined as a period of absence from duty without pay, by any member of the bargaining unit approved by the Board. Upon written request, the Board may grant a leave of absence for a period not to exceed two (2) consecutive school years for the purpose of education, professional, child care or other purposes and shall grant such leave where illness or disability is the reason for request. Illness shall be verified in writing by a physician.

Upon return to service, a member of the bargaining unit shall resume the contract status held prior to the leave. No leave of absence shall count as experience on the salary schedule except as required by law. The Superintendent and the applicant shall establish the beginning and the expiration dates of the leave period. Members of the bargaining unit on leaves of absence shall inform the Board in writing, by certified mail, by April 15 of the year in which their leave expires, of their intention to return to work. Failure to comply shall be conclusively deemed a constructive resignation and all rights and privileges of employment shall be extinguished. The members shall not be responsible for delivery of the certified mail letter if it is unclaimed or refused; however, the Association shall be immediately notified.

When a leave of absence expires, the member of the bargaining unit on leave shall be re-assigned to the same building and same grade level and/or subject area (for middle and high school) assignment as that which they held prior to the leave unless the building is closed or the position no longer exists. In the event the position no longer exists, the member of the bargaining unit on leave shall be assigned a substantially equivalent position. Nothing contained herein shall be construed to abrogate the provisions of Article X.

Members of the bargaining unit shall be given the option to continue insurance and other benefits by paying the full monthly premium amounts (i.e. both the employee and employer share of the premium) to the Treasurer while on such leave.

E. Military Leave

1. Eligibility:

Any member of the bargaining unit shall be granted a leave of absence to be inducted or otherwise enter and serve military duty in accordance with the provisions of law.

2. Application for Leave:

The application for leave of absence for military duty shall be made as far in advance of that duty as possible but not later than the date on which orders to report to military duty are received.

3. Notice of Intent to Return:

Notification of intent to resume employment shall be given within ninety (90) days after discharge from the military service for which the leave was granted. Failure to comply shall be deemed a constructive resignation and all rights and privileges of employment shall thereupon be extinguished.

4. Reinstatement:

Upon evidence of honorable separation from the military service and upon proper application for reinstatement to duty, a member shall be re-employed at the beginning of the next school year, provided such application is made not less than thirty (30) days prior to the first day of the next school year unless the Board waives the requirement for such thirty (30) day period, or unless the Board wishes to reassign the member at an earlier date, as requested by the member.

5. Seniority:

For purposes of seniority and replacement on the salary schedule, years of absence in the service of the Armed Forces of the United States, or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time as prescribed by law.

F. Jury Duty/Court Leave

When it becomes necessary for a bargaining unit member to accept jury duty, the member shall be paid the regular salary per-diem rate for the number of days involved and shall turn into the treasurer's office any compensation received from the court for jury duty. Paid leave will be granted for compulsory court appearances when the compulsory appearance arises from the teacher's employment with the Buckeye Valley Local Schools as long as the member is not the plaintiff in an action against the Board or otherwise appearing against the Board. Such leave shall not be deducted for any other type leave.

G. Childcare Leave

1. Leave Rights - A bargaining unit member who is pregnant, who has a pregnant spouse, or who is adopting a child, shall be entitled to a leave of absence, without pay, for childcare reasons to begin at any time during pregnancy or upon adoption of a child. Such leave shall not be less than the balance of the school year or longer than the balance of school year plus one more school year.

2. Application for Leave - Applications for childcare leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date which the leave of absence is to commence and the date the leave expires. Such expiration date shall coincide with the commencement of the school year, but may be at the start of the second semester of the school year if a position for which the bargaining unit member is certified is available. Applications for childcare leave shall be granted by the employer.

Members of the bargaining unit on leaves of absence shall inform the Board in writing, by certified mail, by April 15 of the year in which their leave expires, of their intention to return to work. Failure to comply shall be conclusively deemed constructive resignation and all rights and privileges of employment shall thereby be extinguished. The member shall not be responsible for delivery if the certified mail letter is unclaimed or refused; however, the Association shall be immediately notified.

3. Miscellaneous

a. Rights While on Leave - Bargaining unit members shall have the right to continue to participate in all fringe benefit program at the member's expense during the leave period.

b. Reinstatement Rights - When a unit member in the middle school or the high school returns from a leave of absence, the unit member shall be

reassigned to the same building and same grade level and/or subject area assignment as that which they held prior to the leave, unless the building is closed or the position no longer exists. In the event the position no longer exists, the member of the bargaining unit on leave shall be assigned a substantially equivalent position.

When a unit member at the elementary school level returns from a leave of absence, the unit member shall be reassigned to the same building and same class assignment as that which they held prior to the leave, unless the building is closed or the position no longer exists. In the event the position no longer exists, the member of the bargaining unit on leave shall be assigned a substantially equivalent position.

Nothing contained herein shall be construed to abrogate the provisions of Article X.

- c. Early Return - If the member of the bargaining unit desires to return to active service prior to the expiration of the leave, the member shall notify the Superintendent, in writing, that an early return to service is requested and the date upon which the member desires to return. If such request is made, after April 1 of any year, or if the person filling the position is under contract, reassignment shall be subject to a position being available.
- d. Certification - Certification for return from a leave for illness by the attending physician of the member's ability to resume teaching responsibilities may be required, and the member shall inform the Superintendent, in writing, of the intention to return to work at least one hundred twenty (120) days before the expiration of the leave or by April 15th of the year preceding the year of intended return, whichever is later, by certified mail. The member shall not be responsible for delivery of the certified mail letter if it is unclaimed or refused; however, the Association shall be immediately notified. Failure to comply shall be deemed a constructive resignation and all rights and privileges of employment shall thereby be extinguished.
- e. Vacancy Created by Leave- A person who is hired to take the place of a regular teacher on leave for a semester or longer will be given a contract pro-rated for the amount of time the person will be in the position if less than one school year. The teacher will be placed on the appropriate step and experience level on the teachers' pay scale and shall be a bargaining unit member. Notwithstanding any provision of the Ohio Revised Code to the contrary, the employment of such person will come to an end upon return to duty of the regular teacher or the end of the school year in which the substitute was hired, whichever shall occur first.

H. Assault Leave

Any member of the bargaining unit who is absent due to physical or mental disability resulting directly from a physical assault by a student which occurs in the course of Board employment will be maintained on full pay status during the period of absence not to exceed thirty (30) days per assault.

In all cases a certificate of disability from a licensed physician stating the nature of the disability and its expected duration will be required.

Said certificated member of the bargaining unit shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board of Education.

Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under Section 3319.08 or the Ohio Revised Code.

I. Association Leave

The Board shall grant, without loss of pay, up to six (6) days annually of Association leave to be used at the discretion of the Association President and Executive Committee. Such leave is to be used to attend meetings and carry out the business of the Association. Additional days may be granted at the Superintendent's discretion, and the Association shall pay for the cost of substitute coverage on any of these additional days.

ARTICLE XVII  
MEDICAL EXAMINATIONS

As a requirement of employment to teaching in the Buckeye Valley Schools all new employees are required to have a medical examination. This requirement shall apply to former members of the bargaining unit who wish to return to the Buckeye Valley Schools. The Board has the right, with just cause, to require a medical examination of a member of the bargaining unit at any time. Such an examination will be done by a doctor of the Board's choosing. All expenses from such examination will be paid by the Board.

ARTICLE XVIII  
MILEAGE PAYMENTS

The Board will pay the same per mile reimbursement allowable under the Internal Revenue Service allowable business deduction in effect on January 1 of each year for all work-related

travel. Members of the bargaining unit will be reimbursed for mileage expenses within fourteen (14) days of submission of the mileage reimbursement form.

## ARTICLE XIX CONTRARY TO LAW

If any provision of this document or any application of the document to any member of the bargaining unit or members of the bargaining unit shall be found contrary to law, other than those provisions which supersede Ohio statutes, then, this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

## ARTICLE XX INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. However, anyone employed as of May 9, 2012, who is participating in the insurance program, may continue under the same prorated amount. If the individual's hours are changed, the proration would be changed as well.

All benefits, including Board contributions for health insurance premiums for bargaining unit members assigned to a less than full-time schedule, will be pro-rated based on the bargaining unit member's schedule compared to a seven hour twenty minute day. No Board contributions for health, life and dental insurance payments will be paid for bargaining unit members assigned to a less than 4/10 schedule except that such members may purchase health insurance upon payment of the full premium.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

### Medical

- A. The Board will pay 89% of the premium and the employee will pay 11% for full-time employees in the 2013-2014 school year. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees in the 2014-2015 school year. The Board will pay 87% of the premium and the employee will pay 13% for full-time employees in the 2015-2016 school year.
- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health

benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs.

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

|                        |   |
|------------------------|---|
| Maximum Benefits       | Unlimited   |
| Deductible             | \$100/ individual<br>\$200/family   |
| Accumulation Period    | Calendar Year   |
| Co-Insurance Provision | In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. |
| Out-of-System:         | 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.   |

Preventative: Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage: Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the preadmission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

## Life Insurance

The Board will pay one hundred percent (100%) of the annual premium for each member of the bargaining unit on a \$20,000.00 term life insurance policy which each member shall be required to take as a condition of employment. Upon completion of ten (10) years of employment in the Buckeye Valley Local Schools, the amount of term life insurance for members will be increased to \$25,000.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

#### Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

1. Maximum benefits/covered person: Class I, II or III - \$2,500/person per year.
2. Deductible-Ind.: \$25 per year
3. Deductible-Family: \$75 per year
4. Co-insurance Amounts
  - a. Class I - Prevention: 100% of Usual & Customary (no deductible)
  - b. Class II - Basic: 80% of Usual & Customary
  - c. Class III - Major: 80% of Usual & Customary
  - d. Class IV - Orthodontia: 60% of Usual & Customary

Lifetime maximum - Orthodontia: \$1200/per individual

#### Section 125-Tax Shelter: effective October 1, 2013:

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

VISION: the plan in effect on May 9, 2012 shall remain in effect until July 31, 2013 at which time the COG plan provided below will become effective:

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Employee.

## Specifications

1. Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
2. Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

|   | Per Lens | Per Pair |
|---|----------|----------|
| Single Vision                           | \$20     | \$40     |
| Bifocals                                | \$30     | \$60     |
| Trifocals                               | \$40     | \$80     |
| Lenticular                              | \$100    | \$200    |
| Contact lenses<br>(cosmetic)            | \$35     | \$70     |
| Contact lenses<br>(medically necessary) | \$200    | \$400    |

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:
  - a. The lenses are necessary following cataract surgery;
  - b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in either eye with contact lenses;
  - c. The lenses are necessary for the treatment of anisometropia or keratoconus.
4. Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:
  - a. Sunglasses, whether or not requiring a prescription
  - b. Drugs or medications
  - c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
  - d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
  - e. Orthoptics or vision training
  - f. Aniseikonic lenses
  - g. Coated lenses
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

The provision listed below shall remain in effect only until September 30, 2013:

1. The Board will maintain a Section 125 IRC cafeteria plan through a third party administrator, including a Flexible Spending Account (FSA), and the Board shall pay and/or contribute:
  - a. administrative costs for plan;
  - b. as to all employees, the Board will contribute 100% of the dental insurance premiums for all employees;
  - c. as to all employees, the Board will contribute 100% of the premiums for life insurance benefits required by the BVTA contract;
  - d. As to all employees electing single coverage for medical insurance during the 2011-2012 and 2012-2013 school years, the Board will contribute ninety (90) percent of the monthly single insurance premium.

- e. As to all employees electing family coverage for medical insurance during the 2011-2012 and 2012-2013 school years, the Board will contribute ninety (90) percent of the monthly family insurance premium.
2. The Board shall also (to the extent permitted by law) contribute monthly to the Section 125 plan for each employee who has elected not to receive medical insurance coverage, a sum equal to the monthly premium for the insurance plan insurance premiums for single employee coverage. This amount may be distributed between premiums for other insurance coverages available within the cafeteria plan (such as vision insurance premiums) and such employee's FSA health care spending account as the employee directs.
3. If a member of the bargaining unit married to another Buckeye Valley employee has elected not to receive medical insurance coverage, the Board shall also (to the extent permitted by law) contribute to the Section 125 plan monthly a sum equal to the monthly premium for the insurance plan insurance premium for single employee coverage. This amount may be distributed between premiums for other insurance coverages available within the cafeteria plan (such as vision insurance premiums) and such employee's FSA health care spending account as the employee directs.

ARTICLE XXI  
AUTHORIZED PAYROLL DEDUCTIONS

- A. The Board agrees to deduct, from the salaries of the members of the bargaining unit, 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 to such organization or organizations within the time period set forth in paragraph C below. Authorization will be in writing as set forth on the Board's Dues Deduction Authorization form as shown below:

I hereby authorize the Buckeye Valley Board of Education to deduct from my earnings and transmit to the Buckeye Valley Teachers Association an amount sufficient for regular payments during the duration of this contract. I understand that the Board will discontinue such deductions for a school year upon my notification to the Board in writing. I will not hold responsible the Board of Education for a transaction that is made pursuant to the dues deduction procedure.

- B. The indemnification provisions of Article II, D, 4, shall also apply to payroll deductions under this Article.
- C. Deduction of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the member of the bargaining unit for the following within five (5) business days of the date of the payroll deduction except as set forth below:

1. Association
  2. Ohio Education Association
  3. National Education Association
  4. Credit Union
  5. Insurance (i.e., health, life) – within thirty (30) days of the date of the payroll deduction
  6. Annuities (deductions shall be deposited each pay – twice a month)
  7. Flexible Spending Account – (within thirty (30) days of the date of the payroll deduction)
- D. The members of the bargaining unit shall authorize such deductions, in writing, on a form provided by the group requesting membership, to the Treasurer prior to or on September 20. Once a member of the bargaining unit has authorized payroll deduction, said member may cancel or amend the authorization only once per school year.
- E. Deductions of dues and/or fees for a member of the BVTA employed after the beginning of the school year shall be appropriately pro-rated to complete payments in keeping with this Article.
- F. All payroll checks shall be direct deposited. Following Board authorization, direct deposit will be conducted for the remainder of this contract in accordance with procedures established by the Treasurer. In the event of changes in law or administrative agency regulations affecting the operation of direct payroll deposit, the parties will meet to reconsider the direct deposit opinion.

During the school year, bargaining unit members shall have the option during the teacher work year of receiving notification of the direct deposit by e-mail at home or school or written notice at school. During the summer months, written notice shall, at the option of the unit member, be either e-mailed or mailed to each bargaining unit member's last known address.

## ARTICLE XXII SEVERANCE PAY

The Board agrees to pay, at the time of retirement from active service for the member of the bargaining unit in the State of Ohio, severance pay subject to the following conditions:

1. Severance pay will only be paid to members of the bargaining unit with a minimum of five (5) years of service with the District.
2. For those members of the bargaining unit with an accumulation of one hundred twenty (120) days or less, the Board shall pay for one-fourth (1/4) of accumulated unused sick leave up to a maximum of thirty (30) days of sick leave.
3. For those members of the bargaining unit with an accumulation of over one hundred twenty (120) days and up to two hundred thirty (230), the Board shall pay one-third (1/3) of the accumulated unused sick leave.
4. A member of the bargaining unit may retire only once.
5. Payment will be made upon the member of the bargaining unit's daily contract rate at the time of retirement.
6. Payment will be made in three (3) equal monthly payments commencing the month following the last regular paycheck of the member of the bargaining unit.
7. Payment for accumulated unused sick leave under this Article eliminates all sick leave credit accumulated but unused by the bargaining unit member at the time payment is made.

#### EARLY NOTICE OF RETIREMENT INCENTIVE

If a unit member eligible to retire under the guidelines established by the State Teachers Retirement System ("STRS") provides the Board with written notice of intent to retire on or before March 1<sup>st</sup> of the year of retirement and the member works until the end of the school year (as opposed to retiring on a date prior to the end of the school year), the Board shall pay the unit member \$1,000 no later than the second pay date in April. Deductions and withholding required by law will be made.

If a unit member eligible to retire under the guidelines established by the State Teachers Retirement System ("STRS") provides the Board with written notice of intent to retire on or before 8:00 a.m. on April 10, and the member works until the end of the school year (as opposed to retiring on a date prior to the end of the school year), the Board shall pay the unit member \$500 no later than the second paycheck after the Board acts to accept the retirement. Deductions and withholding required by law will be made.

ARTICLE XXIII  
STRS PICK-UP

The Board of Education of the Buckeye Valley Local School District herewith agrees to pick-up and pay contributions to the State Teachers Retirement System on behalf of the members in the bargaining unit on the following terms and conditions at no cost to the Board:

1. The Board of Education shall use the salary reduction method to implement the STRS pick-up.
2. The Board of Education shall compute and remit all applicable contributions to STRS based upon annual salary and/or earned compensation.
3. The pick-up percentage shall be applicable to all members of the bargaining unit.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. Federal and state taxes shall be computed on the total annual salary and/or earned compensation reduced by the total amount of the STRS pick-up.
6. In the event that during the 2011-2012 or 2012-2013 school years the legislature changes the percentage contributions for STRS from the employer paying fourteen percent (14%) and the employee paying ten percent (10%) to the employer paying twelve percent (12%) and the employee paying twelve percent (12%), the Board shall increase the member's salary by the amount of the increased contribution made by the member.

ARTICLE XXIV  
SALARY

New Teachers

First year teachers shall be placed on step 2 of the teacher salary schedule, where they shall remain for the first three (3) years of employment. In exchange, first year teachers will attend three (3) additional required pre-service days before the beginning of the school year and will attend the equivalent of two (2) additional required days during the school year. In their second and third years of employment, new teachers will attend two (2) additional required pre-service days and the equivalent of one (1) additional required day during the same school year.

Current members with less than three (3) years' experience may elect to be advanced to step 2 on the salary schedule in exchange for a commitment to attend the required extra days, as noted above, for the second and third years of employment in the district. As used in this subsection, "Days" during the school year will be scheduled after student dismissal.

## Salary

The salary schedules set forth below reflect a 1.5% increase in the base salary for the 2013-2014, 2014-2015, and 2015-2016 school years.

In addition, all members eligible for step movement will advance one step per year during the life of this contract. In addition, those members who were employed during the 2011-2012 and 2012-2013 school years and who did not advance any steps during those two school years, will advance one additional step during the 2014-2015 school year.

**BUCKEYE VALLEY  
SALARY SCHEDULES**

The base salary for members of the bargaining unit shall be effective 2013-2014 school year \$34,568, 2014-2015 school year \$35,087, and 2015-2016 school year \$35,613.

| <b>Years<br/>Exp</b> | <b>BA</b> | <b>150 Sem Hrs</b> | <b>MA</b> | <b>MA+15<br/>Sem Hrs</b> | <b>MA+30<br/>Sem Hrs</b> |
|----------------------|-----------|--------------------|-----------|--------------------------|--------------------------|
| <b>0</b>             | 1.0000    | 1.0498             | 1.1138    | 1.1967                   | 1.2467                   |
| <b>1</b>             | 1.0418    | 1.0945             | 1.2102    | 1.2453                   | 1.2953                   |
| <b>2</b>             | 1.0836    | 1.1392             | 1.2362    | 1.2940                   | 1.3440                   |
| <b>3</b>             | 1.1253    | 1.1839             | 1.2584    | 1.3427                   | 1.3927                   |
| <b>4</b>             | 1.1681    | 1.2297             | 1.3076    | 1.3913                   | 1.4413                   |
| <b>5</b>             | 1.2216    | 1.2864             | 1.3680    | 1.4551                   | 1.5051                   |
| <b>6</b>             | 1.2643    | 1.3321             | 1.4172    | 1.5038                   | 1.5538                   |
| <b>7</b>             | 1.3014    | 1.3788             | 1.4674    | 1.5524                   | 1.6024                   |
| <b>8</b>             | 1.3522    | 1.4258             | 1.5179    | 1.6061                   | 1.6561                   |
| <b>9</b>             | 1.3959    | 1.4725             | 1.5691    | 1.6498                   | 1.6998                   |
| <b>10</b>            | 1.4410    | 1.5205             | 1.6195    | 1.6984                   | 1.7484                   |
| <b>11</b>            | 1.4860    | 1.5685             | 1.6460    | 1.7471                   | 1.7971                   |
| <b>12</b>            | 1.5310    | 1.6164             | 1.7224    | 1.7958                   | 1.8458                   |
| <b>13</b>            | 1.5633    | 1.6504             | 1.7586    | 1.8444                   | 1.8944                   |
| <b>14</b>            | 1.6093    | 1.6996             | 1.8111    | 1.8931                   | 1.9431                   |
| <b>15</b>            | 1.6416    | 1.7336             | 1.8473    | 1.9418                   | 1.9918                   |
| <b>16</b>            | 1.6739    | 1.7676             | 1.8835    | 1.9904                   | 2.0404                   |
| <b>17</b>            | 1.6963    | 1.7928             | 1.9252    | 2.0241                   | 2.0741                   |
| <b>18</b>            | 1.7068    | 1.8035             | 1.9362    | 2.0392                   | 2.0892                   |
| <b>19</b>            | 1.7172    | 1.8143             | 1.9472    | 2.0543                   | 2.1043                   |
| <b>20</b>            | 1.7420    | 1.8512             | 1.9870    | 2.0844                   | 2.1344                   |
| <b>21</b>            | 1.7681    | 1.8790             | 2.0168    | 2.1157                   | 2.1664                   |
| <b>22</b>            | 1.7946    | 1.9072             | 2.0471    | 2.1474                   | 2.1989                   |
| <b>28</b>            | 1.8484    | 1.9644             | 2.1085    | 2.2118                   | 2.2649                   |

**BUCKEYE VALLEY  
SALARY SCHEDULE  
2013-2014**

August 1, 2013 - Base \$34,568.00

Percentage Increase: 1.5%

| YEARS<br>EXP | B.A.     | 150<br>SEMESTER<br>HOURS | M.A.     | M.A.+15<br>SEMESTER<br>HOURS | M.A.+30<br>SEMESTER<br>HOURS |
|--------------|----------|--------------------------|----------|------------------------------|------------------------------|
| 0            | \$34,568 | \$36,289                 | \$38,502 | \$41,368                     | \$43,096                     |
| 1            | \$36,013 | \$37,835                 | \$41,834 | \$43,048                     | \$44,776                     |
| 2            | \$37,458 | \$39,380                 | \$42,733 | \$44,731                     | \$46,459                     |
| 3            | \$38,899 | \$40,925                 | \$43,500 | \$46,414                     | \$48,143                     |
| 4            | \$40,379 | \$42,508                 | \$45,201 | \$48,094                     | \$49,823                     |
| 5            | \$42,228 | \$44,468                 | \$47,289 | \$50,300                     | \$52,028                     |
| 6            | \$43,704 | \$46,048                 | \$48,990 | \$51,983                     | \$53,712                     |
| 7            | \$44,987 | \$47,662                 | \$50,725 | \$53,663                     | \$55,392                     |
| 8            | \$46,743 | \$49,287                 | \$52,471 | \$55,520                     | \$57,248                     |
| 9            | \$48,253 | \$50,901                 | \$54,241 | \$57,030                     | \$58,759                     |
| 10           | \$49,812 | \$52,561                 | \$55,983 | \$58,710                     | \$60,439                     |
| 11           | \$51,368 | \$54,220                 | \$56,899 | \$60,394                     | \$62,122                     |
| 12           | \$52,924 | \$55,876                 | \$59,540 | \$62,077                     | \$63,806                     |
| 13           | \$54,040 | \$57,051                 | \$60,791 | \$63,757                     | \$65,486                     |
| 14           | \$55,630 | \$58,752                 | \$62,606 | \$65,441                     | \$67,169                     |
| 15           | \$56,747 | \$59,927                 | \$63,857 | \$67,124                     | \$68,853                     |
| 16           | \$57,863 | \$61,102                 | \$65,109 | \$68,804                     | \$70,533                     |
| 17           | \$58,638 | \$61,974                 | \$66,550 | \$69,969                     | \$71,697                     |
| 18           | \$59,001 | \$62,343                 | \$66,931 | \$70,491                     | \$72,219                     |
| 19           | \$59,360 | \$62,717                 | \$67,311 | \$71,013                     | \$72,741                     |
| 20           | \$60,217 | \$63,992                 | \$68,687 | \$72,054                     | \$73,782                     |
| 21           | \$61,120 | \$64,953                 | \$69,717 | \$73,136                     | \$74,888                     |
| 22           | \$62,036 | \$65,928                 | \$70,764 | \$74,231                     | \$76,012                     |
| 28           | \$63,895 | \$67,905                 | \$72,887 | \$76,458                     | \$78,293                     |

**BUCKEYE VALLEY  
SALARY SCHEDULE  
2014-2015**

August 1, 2014 - Base \$35,087.00

Percentage Increase: 1.5%

| YEARS<br>EXP | B.A.     | 150<br>SEMESTER<br>HOURS | M.A.     | M.A.+15<br>SEMESTER<br>HOURS | M.A.+30<br>SEMESTER<br>HOURS |
|--------------|----------|--------------------------|----------|------------------------------|------------------------------|
| 0            | \$35,087 | \$36,834                 | \$39,080 | \$41,989                     | \$43,743                     |
| 1            | \$36,554 | \$38,403                 | \$42,462 | \$43,694                     | \$45,448                     |
| 2            | \$38,020 | \$39,971                 | \$43,375 | \$45,403                     | \$47,157                     |
| 3            | \$39,483 | \$41,539                 | \$44,153 | \$47,111                     | \$48,866                     |
| 4            | \$40,985 | \$43,146                 | \$45,880 | \$48,817                     | \$50,571                     |
| 5            | \$42,862 | \$45,136                 | \$47,999 | \$51,055                     | \$52,809                     |
| 6            | \$44,360 | \$46,739                 | \$49,725 | \$52,764                     | \$54,518                     |
| 7            | \$45,662 | \$48,378                 | \$51,487 | \$54,469                     | \$56,223                     |
| 8            | \$47,445 | \$50,027                 | \$53,259 | \$56,353                     | \$58,108                     |
| 9            | \$48,978 | \$51,666                 | \$55,055 | \$57,887                     | \$59,641                     |
| 10           | \$50,560 | \$53,350                 | \$56,823 | \$59,592                     | \$61,346                     |
| 11           | \$52,139 | \$55,034                 | \$57,753 | \$61,300                     | \$63,055                     |
| 12           | \$53,718 | \$56,715                 | \$60,434 | \$63,009                     | \$64,764                     |
| 13           | \$54,852 | \$57,908                 | \$61,704 | \$64,714                     | \$66,469                     |
| 14           | \$56,466 | \$59,634                 | \$63,546 | \$66,423                     | \$68,178                     |
| 15           | \$57,599 | \$60,827                 | \$64,816 | \$68,132                     | \$69,886                     |
| 16           | \$58,732 | \$62,020                 | \$66,086 | \$69,837                     | \$71,592                     |
| 17           | \$59,518 | \$62,904                 | \$67,549 | \$71,020                     | \$72,774                     |
| 18           | \$59,886 | \$63,279                 | \$67,935 | \$71,549                     | \$73,304                     |
| 19           | \$60,251 | \$63,658                 | \$68,321 | \$72,079                     | \$73,834                     |
| 20           | \$61,122 | \$64,953                 | \$69,718 | \$73,135                     | \$74,890                     |
| 21           | \$62,037 | \$65,928                 | \$70,763 | \$74,234                     | \$76,012                     |
| 22           | \$62,967 | \$66,918                 | \$71,827 | \$75,346                     | \$77,153                     |
| 28           | \$64,855 | \$68,925                 | \$73,981 | \$77,605                     | \$79,469                     |

**BUCKEYE VALLEY  
SALARY SCHEDULE  
2015-2016**

August 1, 2015 - Base \$35,613

Percentage Increase: 1.5%

| YEARS<br>EXP | B.A.     | 150<br>SEMESTER<br>HOURS | M.A.     | M.A.+15<br>SEMESTER<br>HOURS | M.A.+30<br>SEMESTER<br>HOURS |
|--------------|----------|--------------------------|----------|------------------------------|------------------------------|
| 0            | \$35,613 | \$37,387                 | \$39,666 | \$42,618                     | \$44,399                     |
| 1            | \$37,102 | \$38,978                 | \$43,099 | \$44,349                     | \$46,130                     |
| 2            | \$38,590 | \$40,570                 | \$44,025 | \$46,083                     | \$47,864                     |
| 3            | \$40,075 | \$42,162                 | \$44,815 | \$47,818                     | \$49,598                     |
| 4            | \$41,600 | \$43,793                 | \$46,568 | \$49,548                     | \$51,329                     |
| 5            | \$43,505 | \$45,813                 | \$48,719 | \$51,820                     | \$53,601                     |
| 6            | \$45,026 | \$47,440                 | \$50,471 | \$53,555                     | \$55,335                     |
| 7            | \$46,347 | \$49,103                 | \$52,259 | \$55,286                     | \$57,066                     |
| 8            | \$48,156 | \$50,777                 | \$54,057 | \$57,198                     | \$58,979                     |
| 9            | \$49,712 | \$52,440                 | \$55,880 | \$58,754                     | \$60,535                     |
| 10           | \$51,318 | \$54,150                 | \$57,675 | \$60,485                     | \$62,266                     |
| 11           | \$52,921 | \$55,859                 | \$58,619 | \$62,219                     | \$64,000                     |
| 12           | \$54,524 | \$57,565                 | \$61,340 | \$63,954                     | \$65,734                     |
| 13           | \$55,674 | \$58,776                 | \$62,629 | \$65,685                     | \$67,465                     |
| 14           | \$57,312 | \$60,528                 | \$64,499 | \$67,419                     | \$69,200                     |
| 15           | \$58,462 | \$61,739                 | \$65,788 | \$69,153                     | \$70,934                     |
| 16           | \$59,613 | \$62,950                 | \$67,077 | \$70,884                     | \$72,665                     |
| 17           | \$60,410 | \$63,847                 | \$68,562 | \$72,084                     | \$73,865                     |
| 18           | \$60,784 | \$64,228                 | \$68,954 | \$72,622                     | \$74,403                     |
| 19           | \$61,155 | \$64,613                 | \$69,346 | \$73,160                     | \$74,940                     |
| 20           | \$62,038 | \$65,927                 | \$70,763 | \$74,232                     | \$76,012                     |
| 21           | \$62,967 | \$66,917                 | \$71,824 | \$75,346                     | \$77,152                     |
| 22           | \$63,911 | \$67,921                 | \$72,903 | \$76,475                     | \$78,309                     |
| 28           | \$65,827 | \$69,958                 | \$75,090 | \$78,769                     | \$80,660                     |

ARTICLE XXV  
CONTRACT SCHEDULE

Supplemental contracts will be compensated in accordance with the following index schedule applied to the base salary in effect for bargaining unit members at the time the supplemental duties were completed.

| <u>Category</u> |  | <u>Position</u>  |
|-----------------|--|--|
| A =             | 14% of base + .5%/yr. to a maximum of 11 years   | <u>Head</u> : Football, Basketball, Marching Band Director   |
| B =             | 10% of base + .5%/yr. to a maximum of 11 years   | <u>Head</u> : Volleyball, Gymnastics, Wrestling, Track, Baseball, Softball, Soccer, Cross Country, Golf, Tennis<br><br><u>Assistant</u> : Football, Basketball, Marching Band Director<br>Theater Director   |
| C =             | 7% of base + .5%/yr. to a maximum of 6 years     | <u>Assistant</u> : Volleyball, Wrestling, Track, Baseball, Softball, Soccer (any level), 9th Football, 9th Basketball<br><br><u>Middle School</u> : 7, 8 Football, 7, 8 Basketball, 7, 8 Volleyball, Wrestling, Track, Athletic Director, or Asst. Director, in charge of middle school (plus one class period over conference period shall be provided), Show Choir, Gymnastics<br><br>High School Show Choir<br>District Music Supervisor<br>H.S. Yearbook<br>H.S. Cheerleader Advisor (Basketball)<br><br>H.S. Musical Pit Director |
| D =             | 6% of base + .5%/yr. to a maximum of 3 years     | Weight Trainer, H.S. Faculty Manager, Junior Class Advisor, H.S. Newspaper Advisor, Pep Band Director, Assistant Tennis Coach, Assistant Golf, Bowling, H.S. Football Cheerleader Advisor, Lead Mentor   |
| E =             | 5% of base + .5%/yr. to a maximum of 2 years     | 9th Cheerleaders, Debate Club Advisor, M.S. Tennis, M.S. Basketball Cheerleader Advisor  |
| F =             | 4 1/2% of base + .5%/yr. to a maximum of 2 years | M.S. Intramural Program, Summer Baseball, Summer Music, Percussion Advisor, Summer Band, Photography Club, 7, 8 Assistant Football, M.S. Football Cheerleader Advisor, Middle School Wrestling Assistant   |

| <u>Category</u> |  | <u>Position</u>   |
|-----------------|--|---|
| G =             | 4% of base + .5%/yr. to a maximum of 2 years | H.S. Department Head, Mentors, Mentor Coordinator   |
| H =             | 3% of base                                   | M.S. Assistant Track, 7,8,9 Football (if attend varsity practice in August & Scout), 7,8,9 Basketball (if attend varsity practice in October, November & Scout), Flag Corp., M.S. Cross Country, Theater Tech Director  |
| I =             | 2.5% of base                                 | <u>Middle School</u> - Yearbook, Newspaper, Outdoor Education, 8th Grade Trip, Play Director, Science Fair Coordinator, Lake Erie Trip, M.S. Student Council Advisor, E.S. Student Council Advisor<br><br><u>High School</u> - 12th Grade Advisor, Science Fair, Ski Club, Chess Club, Art Club, National Honor Society, Student Council, Science Club, Television Production Coordinator, Teen Institute Advisor, Thespian Society Advisor   |
| J -             | 2% of base                                   | <u>Elementary &amp; Middle School Destination</u><br>Imagination Advisor<br>School Safety Patrol Coordinator<br>Just Say No<br>Elementary Year Book<br><br><u>High School</u><br>In-The-Know Advisor<br>Destination Imagination Advisor<br>10th Grade Advisor<br>9th Grade Advisor<br><br><u>Saturday School Supervisor</u> - \$70.00 per scheduled Saturday 8:00 a.m. - 12:00 noon.<br>Work Study Coordinator - \$18.00/hr.<br>MS Friday School Supervisor - \$35.00 per scheduled Friday<br>HS Wednesday School - \$35.00 per scheduled Wednesday |

General Provisions Regarding Supplemental Contracts

- A. The Board of Education shall not be required to award any supplemental contract for any year. The listing of contracts and salaries in this section shall apply only in the event that a supplemental contract is awarded by the Board.

- B. All supplemental contracts shall be issued for a stated term and shall expire at the end of that term. No Board action to nonrenew any supplemental contract shall be required. This provision shall supersede any contrary provision of Ohio law.
- C. Supplemental contract duties shall not be "split" by awarding multiple partial supplemental contracts dividing duties. This provision shall not prevent any bargaining unit member from holding more than one supplemental contract.
- D. A bargaining unit member who is issued a supplemental contract for extended service shall be compensated at the member's per diem salary schedule rate for the days of extended service.
- E. The Board and Association will create a committee to review and recommend adjustments to the supplemental contract salary schedule for the next round of bargaining.

ARTICLE XXVI  
COMMITTEE STIPENDS

Teachers will be paid \$20/hour for committee work approved by the Superintendent occurring outside the teacher workday or school year. Committee work outside the workday/work year shall be voluntary.

ARTICLE XXVII  
SPECIAL NEEDS

- A. For purposes of this article "a child with special needs" shall mean a student who is being provided educational services under an individualized education plan ("IEP").

Each classroom unit member who will be providing instructional or other services specified on the IEP to a student with special needs shall be invited to participate in the IEP meeting. Completed IEP's will be distributed to each classroom unit member who will be providing instructional or other services specified on the IEP. As a record that he/she received the document, each unit member will sign and return the IEP.

A child with special needs list by name, grade, and by primary disabling condition for each District building will be available to affected unit members from the building principal or the school psychologist within two weeks of the beginning of the school year.

Special Education Teachers who have the primary responsibility for writing IEPs will receive one (1) day per semester for writing IEPs. The teacher will have the option to use the two (2) days in the following manner:

1. One (1) full day per semester to be scheduled as needed with the mutual agreement of the building principal; or
2. Four (4) half (1/2) days to be scheduled as needed with the mutual agreement of the building principal.
3. For those members who do not receive a transition management period, in addition to the foregoing two (2) options, the member may use the equivalent of the two (2) school days after regular school hours at the rate of twenty dollars (\$20.00) per hour.
4. The member may use a combination of the options available to the member up to a maximum of two (2) school days.

No unit member shall be required to, but may if willing, administer any medicine or to perform any medical procedure that requires specialized skills not usually expected of such unit member. Board will provide medical training for volunteers willing to administer medical procedures.

No unit member shall be required to, but may if willing, assist a student caring for the student's personal bodily needs or to physically lift a student for any reason.

Where possible, a regular classroom teacher shall not have an integrated, included, or mainstreamed multiply handicapped student placed into his/her classroom if the unit member had such a student placement the previous school year. Nothing in this section is intended to preclude a unit member from volunteering to accept such a student placement.

Special needs students (other than multiply handicapped students) will be uniformly distributed throughout regular education classes at each grade level in the elementary schools (K-5). In the event a multiple-handicapped student is placed in a K-5 member's regular classroom, other disabled students at the same grade level will be uniformly distributed in the remaining classes at that grade level.

#### B. Team Teaching

For purposes of this provision of the contract, "team teaching" shall mean a regular education teacher and a special education teacher in the same class during the same period (high school) or block of instructional time (elementary school) with both teachers having joint responsibility for providing instruction to all students in the class. "Team teaching" is not the same as "inclusion" which may involve a special education teacher in a regular education class working collaboratively and supporting the regular education teacher.

Bargaining unit members assigned team teaching shall be notified of the assignment as follows: Elementary school – following completion of class rosters and staffing assignments;

High school – at the conclusion of the master scheduling for the high school. These bargaining unit members shall be provided common planning time in the following manner:

Elementary – Each special education teacher at the elementary school level assigned to team teach shall be provided a one-half (1/2) day release each grading period for the purpose of meeting with all regular education teachers with whom he/she team teaches. No teacher will have more than ½ day a 9-week term for release time for the above-stated purpose.

High School – Bargaining unit members team teaching in the high school shall have a common planning period.

#### ARTICLE XXVIII TUITION FREE ATTENDANCE

Children of Bargaining Unit Members who are not eligible to enroll in the Buckeye Valley Local Schools by reason of residence or the exercise of open-enrollment options will be permitted to attend the schools of the District without payment of tuition.

#### ARTICLE XXIX LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Bargaining unit members serving on the Joint Administration/Association Local Professional Development Committee shall be paid the rate of \$20 per hour to a maximum of 24 hours per year. The money or equivalent sum earned for serving on this committee shall be remitted to the unit member in check form or the equivalent amount for the purchase of teaching materials. Purchase of such materials shall be at the discretion of the unit member.

#### ARTICLE XXX RESIDENT EDUCATOR PROGRAM

A. Purpose

The Resident Educator Program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be administered and funded by the Buckeye Valley Local School District.

B. Definitions

1. Resident Educator Program

A four-year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

2. Resident Educator Mentor

A Mentor is a teacher trained through the Ohio Department of Education Resident Educator Mentoring Program to provide professional support to a Resident Educator.

3. Resident Educator

A teacher employed under a Resident Educator license.

4. Resident Educator Coordinator

A member or Administrator who is employed by the District to manage the Resident Educator Program.

5. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

6. Lead Mentor

Consulting teacher who will oversee the mentor program and provide guidance and assistance to mentor teachers as well as Resident Educators. Lead Mentor shall coordinate with appropriate agencies and persons to provide local training/in-service for mentors and Resident Educators.

C. Resident Educator Mentor

1. Qualifications

- a. Must have at least three (3) years teaching experience.
- b. Must be trained to act as a Mentor through the Ohio Department of Education Mentoring program (training paid by BOE).
- c. Must hold a valid teaching certificate/license and meet all other qualifications established by the Ohio Department of Education.

- d. Must have demonstrated the ability to work cooperatively and effectively with the bargaining unit members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Selection

- a. A bargaining unit member interested in the role of Resident Educator Mentor shall notify the Resident Educator Coordinator and Building Administrator in writing no later than June 1 of the school year prior to the year in which they wish to serve as a Resident Educator Mentor.
- b. A teacher who is requested to become a Mentor has the option to decline the position.
- c. It is the responsibility of the administration to assign a Mentor to every Resident Educator.

3. Responsibilities

- a. Shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines developed by ODE.
- b. Does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator Mentor.
- c. During the first year of the mentoring process shall serve as a mentor to no more than two (2) Resident Educators. After the first year of the mentoring process shall serve as a mentor to no more than three (3) Resident Educators.
- d. Shall meet with the Resident Educator one day prior to the start of the school year and attend two meetings to be held after the school day (one to be held each semester).

D. Resident Educator

1. Assignment of Resident Educator Mentor

- a. The Resident Educator Mentor and his/her assigned Resident Educator shall be provided the opportunity to meet during the new teacher orientation which will be held prior to the beginning of the school year.
- b. The Resident Educator will be matched with a Resident Educator Mentor in the same subject and/or grade level when available. If such an assignment is not possible, a Resident Educator Mentor who is closest to the Resident Educator's grade and/or subject area in which he/she is licensed and is assigned to the same building as the Resident Educator will be assigned. The final assignment shall be made by the Building Administrator.

E. Resident Educator Coordinator

1. Responsibilities and qualifications for the Resident Educator Coordinator are based on rules, regulations and guidelines established by the Ohio Department of Education and the Ohio Revised Code.

F. Confidentiality of the Mentoring Process

1. All interaction, written or oral, between the Resident Educator Mentor, Resident Educator, and the Resident Educator Coordinator shall be regarded as confidential.
2. The Resident Educator Mentor-Resident Educator relationship shall be solely for the purpose of formative assessment. No information obtained in this relationship shall serve as a basis for any summative evaluation of the Resident Educator's performance.
3. No information, written or oral, gained through the Mentoring process, shall be used in any employment or re-employment decision by the Board and shall be confidential between the Resident Educator Mentor, Resident Educator, and Resident Educator Coordinator.

G. Compensation

1. Each Resident Educator Mentor/Lead Mentor/Mentor Coordinator (if a bargaining unit member) will be assigned a supplemental contract.
2. Resident Educator Mentor(s), Lead Mentor, and the Resident Educator Coordinator shall be provided Board-paid ongoing professional development related to the mentoring process.

H. Program Review

Members serving as a Resident Educator Mentor, Resident Educators, Lead Mentor, and the Resident Educator Coordinator will meet annually as a group to assess the program. Recommendations will be submitted in the form of a written report to the Association President and the Superintendent.

ARTICLE XXXI  
HIRING OF RETIRED CERTIFICATED MEMBERS

This Article shall apply to the employment of any teachers who have retired and are receiving retirement benefits through the State Teachers' Retirement System.

- A. The salary to be paid to the retired certified teachers shall be step ten placement on the current teacher salary schedule training column and shall not be subject to Chapter 3317 or any other section of Ohio Revised Code.
- B. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held, and
- C. Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Chapter 3319.111 of the Ohio Revised Code or the collective bargaining agreement. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- D. Returning retirees are not entitled and/or are not eligible to receive any severance benefits or retirement incentive program provided by any collective bargaining agreement in effect between the Board and the Association.
- E. In the event of a Reduction in Force, the re-employed teacher will not have any bumping rights.
- F. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- G. Re-employed teachers are eligible for sick leave accumulation commencing with the first year of re-employment.
- H. Retired teachers are not eligible for the contracted health insurance, unless they are not eligible for health insurance through STRS or retirement health insurance from another state.
- I. Retired teachers must sign the attached waiver for STRS retirees (See Appendix I).

ARTICLE XXXII  
GENERAL PROVISIONS

- A. References contained herein as to gender or number shall be used interchangeably.
- B. This contract shall be construed so that its provisions can be read in a compatible manner and in such a manner as to give effect to all of its provisions. Captions are for assistance in locating provisions and are not a part of this contract.
- C. Unless otherwise specified herein, all notices required to be given shall be delivered in person or by registered mail. Any notice required to be given to the Board shall be delivered to the

office of the Superintendent of Schools, Buckeye Valley Local Schools, 679 Coover Road, Delaware, Ohio 43015-9776, unless it specifies a different address in writing. All notices to the Association shall be delivered to the President or next highest available officer. The address of any officer shall be his or her address upon school records. Notices required to be given to any member of the bargaining unit may be mailed to such member's address upon school records. Failure to claim or refusal to accept registered mail delivery shall be deemed to be constructive delivery.

- D. The Board will pay cost of the BCI Background Check.
- E. For security purposes the Board will issue name tags for bargaining unit members to wear during the school day. Members will be provided with options as to how to wear the name tags (e.g., clip, pin, lanyard, etc.).

### ARTICLE XXXIII MASTER TEACHER

#### A. Purpose

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a Master Teacher.

#### B. Composition

The Master Teacher Committee shall be comprised of eight (8) members: five (5) teachers, one from each building, who will be appointed by the Association and three (3) administrators who will be appointed by the Superintendent. As Master Teachers are identified, teacher members of the Committee will be comprised of Master Teachers. Two of the teachers shall initially serve one-year terms, and three teachers will initially serve a two-year term. One administrator will initially serve a one-year term, and two administrators will initially serve a two-year term. Upon expiration of the initial terms, all members will serve two-year terms. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be re-appointed to successive terms.

#### C. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the Ohio Department of Education. No decision of the Master Teacher Committee is subject to the grievance

procedure set forth in Article IV. The Committee will be provided with storage space for its records and work.

D. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid at the same rate as teachers on the LPDC for hours spent outside the teacher work day. There shall be a cap of 24 hours per year outside of the teacher workday for each Association member on the Committee. Any additional hours beyond this cap must be approved by the Superintendent.

ARTICLE XXXIV  
DURATION OF CONTRACT

This contract shall be effective at 12:01 a.m. on August 1, 2013 and shall remain in effect until 12:00 a.m. on July 31, 2016.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above mentioned.

BUCKEYE VALLEY TEACHERS  
ASSOCIATION

BUCKEYE VALLEY LOCAL  
BOARD OF EDUCATION

Eileen Sheppard 10-11-2013  
J. J. Cravay 10-11-2013  
\_\_\_\_\_

Maureen E. Vignone 10/11/13  
Kelly O'Mara 10/11/13  
\_\_\_\_\_



## Memorandum of Understanding

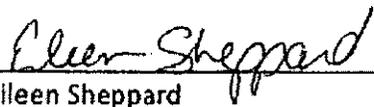
The Buckeye Valley Local Schools Board of Education ("Board") and the Buckeye Valley Teachers Association ("BVTA") enter into this Memorandum of Understanding concerning the High School's Credit Recovery Program.

1. Until both the BVTA and Superintendent sign this agreement, the four credit recovery teachers will not be expected to do anything further with this program.
2. The three teachers who were trained for this on-line program will be paid their per diem rate of pay for 1.5 hours for the training on March 24<sup>th</sup>.
3. If the four credit recovery teachers need to do grading or other work for this program after 3:00 p.m. or before 7:40 a.m., they will be compensated at \$20 per hour.
4. A committee of administration and teachers will convene immediately to come up with a process that the district will follow when a new computer program is added. The committee members from the BVTA will be compensated at \$20 per hour to serve on this committee since the meetings will be after the official school day.

The association will withdraw the grievance relating to this matter filed on March 25, 2009.

  
John J. Schiller  
Superintendent

 4-10-09  
Amy Shenefield  
BVTA Co-president Date

 4-14-09  
Eileen Sheppard  
BVTA Co-president Date

Date: April 10, 2009

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is entered into by and between the Buckeye Valley Local School District Board of Education (hereinafter the "Board") and the Buckeye Valley Teachers Association (hereinafter "BVTA").

**WHEREAS**, the Board and the BVTA are parties to a Negotiated Agreement (hereinafter the "Agreement") in effect from June 30, 2011 through July 31, 2013; and

**WHEREAS**, Article XII of the Agreement addresses the adoption of an annual school calendar and prohibits beginning the school year before the Monday prior to Labor Day and also requires that spring break follow the third nine (9) week grading period; and

**WHEREAS**, the parties are willing to agree to different dates for the 2013-2014 school year.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the BVTA agree to the following terms:

1. The 2013-2014 school year will begin with a Staff In-Service day on Monday, August 12, 2013, a Professional Day on Tuesday, August 13, 2013, a Teacher Work Day on Wednesday, August 14, 2013 and the first day with students on Thursday, August 15, 2013.
2. Spring Break will be held from Monday, March 31, 2014 through Friday, April 4, 2014.
3. These changes in the school calendar will occur only for the 2013-2014 school year, following which the parties will revert to the language set forth in Article XII of the June 30, 2011 through July 31, 2013 Agreement, absent a subsequent agreement to deviate from such language. This agreement shall not be used to establish a precedent for any other purpose or agreement.
4. This constitutes the entire agreement between the Board and the BVTA regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOA must be in writing and signed by both parties.
5. The BVTA and the Board have reviewed this MOA with their representatives, understand its terms and conditions, are voluntarily executing this MOA, and each signatory to this MOA represents that he or she has the authority to enter into this MOA on behalf of his or her party.

Buckeye Valley Teachers Association

By: *Eileen Sheppard*  
Co-President

Date: 2/23/2013

By: *Nancy Talley*  
Co-President

Buckeye Valley Local School District  
Board of Education

By: *Thomas Pappas*  
Board President

Date: 2/23/13

By: *Paul S. Tully*  
Superintendent

### Teacher Performance Evaluation Rubric

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

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

APPENDIX A

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

APPENDIX A

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

APPENDIX A

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

INSTRUCTION AND ASSESSMENT

APPENDIX A

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

APPENDIX A

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

APPENDIX A

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

APPENDIX A

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

**Final Summative Rating of Teacher Effectiveness**

|   |                              |                        |                              |                     |
|---|------------------------------|------------------------|------------------------------|---------------------|
| <b>Proficiency on Standards 50%</b>   | <b>INEFFECTIVE</b>           | <b>DEVELOPING</b>      | <b>SKILLED</b>               | <b>ACCOMPLISHED</b> |
| <b>Cumulative Performance Rating<br/>(Holistic Rating using Performance Rubric)</b> |                              |                        |                              |                     |
| <i>Areas of reinforcement/ refinement:</i>  |                              |                        |                              |                     |
| <b>Student Growth Data 50%</b>  | <b>BELOW EXPECTED GROWTH</b> | <b>EXPECTED GROWTH</b> | <b>ABOVE EXPECTED GROWTH</b> |                     |
| <b>Student Growth Measure of Effectiveness</b>                                      |                              |                        |                              |                     |
| <i>Areas of reinforcement/ refinement:</i>  |                              |                        |                              |                     |
| <b>Final Summative (Overall) Rating</b>   | <b>INEFFECTIVE</b>           | <b>DEVELOPING</b>      | <b>SKILLED</b>               | <b>ACCOMPLISHED</b> |
|   |                              |                        |                              |                     |

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**APPENDIX B**

**SUPPLEMENTAL CONTRACT EVALUATION POLICY**

**BUCKEYE VALLEY LOCAL SCHOOL DISTRICT**

**BUCKEYE VALLEY LOCAL SCHOOL DISTRICT**  
**EVALUATION OF SUPPLEMENTAL POSITIONS**

Purpose of Evaluation:

The Buckeye Valley Local Schools Supplemental contract Policy is a means of evaluating the athletic and extra curricular programs, the coaches and advisors responsible for the sport or activity for Buckeye Valley Local Schools.

The purpose of this evaluation system is:

To assume that quality coaching/advising is being done for the benefit of the athlete or the student.

To create a climate to achieve individual improvement.

To give an opportunity to identify, praise and recognize quality coaching, advising, and instruction.

Procedures for evaluation:

All supplemental positions will be evaluated by the appropriate person(s) during the time period of between two to four weeks from the completion of the contracted duties. The exceptions to this shall be assistants, who shall be evaluated during the first two weeks following the completion of the contracted duties.

The person(s) being evaluated will have the required form(s) completed and turned into the appropriate person (A.D., Principal, Head Coach) within a two week period following the completion of the contracted duties.

Required forms are (Assistants are not required to fill Out these forms):

Head Coach's Year End Program Evaluation

Head Coach's Evaluation(s) of Assistant Coach(es).

In preparing for the evaluation of a supplemental position the evaluator is required to personally observe the contracted person in at least two different activities (i.e. - practice, game).

A conference will be held between the evaluator and person being evaluated during the time frame expressed in #1 above.

During this conference the official evaluation form will be reviewed by both parties.

The person being evaluated has the right to accept or to not accept the evaluation as given. In either case the evaluation form should be signed with initials placed in the appropriate "accepted" or "not accepted" box.

If not accepting the evaluation the person being evaluated shall be given one week in which to submit a written rebuttal to the evaluation.

In any case in which an evaluation is not accepted by the person being evaluated there shall be a conference with both parties and the Superintendent before the time in which the evaluated person's contract would be acted upon.

At the discretion of the building principal an in-service meeting may be held each year to assist Head coaches in preparing for the responsibility of supervising and evaluating their assistants.

## CRITERIA FOR EVALUATION - COACHES/ADVISORS

### Knowledge of Area

The coach/advisor should have a good general knowledge and understanding of the sport or activity. This person should be able successfully to impart knowledge of the area of responsibility.

### Group Control:

The coach/advisor should establish guidelines which provide a positive atmosphere for the sport or activity. The appraisal of participants should be fair and equitable.

### Self Control:

The coach/advisor must set a good example for the participants, school, and community, always projecting a controlled demeanor.

### Cooperation with Staff:

The coach/advisor displays a willingness to cooperate with fellow staff members regarding participants, facilities, and overlapping events.

### Cooperation with Administration:

The coach/advisor displays a willingness to cooperate with the administration.

### Public Relations

The coach/advisor takes every opportunity to project a positive image of the sport or activity in the school and community using a variety of methods to publicize the sport or activity in a positive manner.

### Equipment/Inventory Management:

The coach/advisor will be responsible for maintaining, issuing, inventorying, collecting, up- dating, ordering and the proper storage of equipment.

### Financial Management:

The coach/advisor is responsible for any financial management when applicable.

### Pre-Post Activity Evaluation of Participants:

The coach/advisor is responsible for pre/post activity evaluation of participants.

Motivation of Participants and Staff:

The coach/advisor works to maintain enthusiasm of the participants in the sport or activity.

Flexibility:

The coach/advisor should maintain composure in the face of adversity. The coach/advisor should be able to accept unforeseen changes and to proceed to the best of one's ability. The coach/advisor should be able to adapt the program to the skills and abilities of the participants involved.

## CRITERIA FOR EVALUATION - ASSISTANT COACH

### Knowledge of Area:

The coach/advisor should have a good general knowledge and understanding of the sport or activity. This person should be able successfully to impart knowledge of the area of responsibility.

### Group Control:

The coach/advisor should establish guidelines which promote a positive atmosphere for the sport or activity. The appraisal of participants should be fair and equitable.

### Self Control:

The coach/advisor must set a good example for the participants, school, and community, always projecting a controlled demeanor.

### Accents Responsibility:

Responsible for players in his/her charge during practice.

Help supervise players before and after practice (while players are getting dressed and until they leave after practice).

Is responsible for assigned duties; e.g., scouting, coaching meetings, equipment, etc.

### Rapport with Players:

Motivates and encourages players to do their very best.

Is respected by the players.

Is fair and honest with the players.

### Loyalty to Program:

Supports the program in the community and school.

Does not downgrade players, fellow coaches, or the head coach with the players, the community, teachers, or administrators.

Discusses problems with the program through the proper channels.

Punctuality:

Arrives on time to practices, games, meetings, and other assigned duties.

Sense of Humor:

Maintains humor in the face of adversity.

Can laugh at themselves as well as others.

Rapport with fellow Coaches:

Stays after practice to discuss practice with other coaches.

Respects the decisions of other coaches on and off the field.

Communicates with other coaches.

Flexibility:

Can take over the coaching of other positions if necessary.

Be able to accept unforeseen changes and to proceed to the best of ones ability.

Remain calm in the face of adversity.

Accepts constructive criticism.

**SUPPLEMENTAL POSITIONS TO BE EVALUATED BY THE:**

A. Athletic Director

- |  |                                 |
|--|---------------------------------|
| 1. Golf Coach                                | 9. Head Volleyball Coach        |
| 2. Head Baseball Coach                       | 10. Head Wrestling Coach        |
| 3. Head Basketball Coaches<br>(Boys & Girls) | 11. Summer Baseball Coordinator |
| 4. Head Cross Country Coach                  | 12. Tennis Coach (Boys & Girls) |
| 5. Head Football Coach                       | 13. Soccer Coach                |
| 6. Head Gymnastics Coach                     | 14. Weight Trainer              |
| 7. Head Softball Coach                       | 15. H.S. Faculty Manager        |
| 8. Head Track Coaches (Boys & Girls)         | 16. Bowling                     |
|  | 17. Ski Club                    |

B. Building Principal

- |                                       |                             |
|---------------------------------------|-----------------------------|
| 1. Assistant Marching Band Director   | 28. M.S. Gymnastics         |
| 2. Audio-Visual Coordinator           | 29. H.S. Drama Club Advisor |
| 3. Cheerleader Advisor                |                             |
| 4. Class Play Director                |                             |
| 5. Debate Club Advisor                |                             |
| 6. Department Heads                   |                             |
| 7. Drivers Education                  |                             |
| 8. Junior Class Advisor               |                             |
| 9. Jr. High Basketball (Boys & Girls) |                             |
| 10. Jr. High Cheerleading Advisor     |                             |
| 11. Jr. High Football                 |                             |
| 12. Jr. High Track (Boys & Girls)     |                             |
| 13. Jr. High Volleyball               |                             |
| 14. Marching Band Director            |                             |
| 15. Music Supervisor                  |                             |
| 16. Newspaper Advisor                 |                             |
| 17. Pep Band Director                 |                             |
| 18. Photography Club                  |                             |
| 19. Radio Club Advisor                |                             |
| 20. Summer Band                       |                             |
| 21. Summer Music                      |                             |
| 22. Yearbook Advisor                  |                             |
| 23. 5th/6th Basketball/Intramurals    |                             |
| 24. Theatre Director                  |                             |
| 25. M.S. Wrestling                    |                             |
| 26. M.S. Athletic Director            |                             |
| 27. M.S. Show Choir                   |                             |

30. Assistant Theatre Director
31. M.S. Tennis
32. Mentors
33. Lead Mentor
34. M.S. Assistant Track
35. Flag Corp.
36. M.S. Cross Country
37. Majorette Advisor
38. Theatre Tech Director
39. Outdoor Education
40. 8<sup>th</sup> Grade Trip
41. Science Fair Coordinator
42. Lake Erie Trip
43. M.S. Student Council Advisor
44. E.S. Student Council Advisor

45. 12<sup>th</sup> Grade Advisor
46. Science Fair
47. Chess Club
48. Art Club
49. National Honor Society
50. Student Council
51. Science Club
52. Television Production Coordinator
53. Teen Institute Advisor
54. Destination Imagination Advisor
55. School Safety Patrol Coordinator
56. Just Say No
57. In-the-Know Advisor
58. 9<sup>th</sup> & 10<sup>th</sup> Grade Advisors

C. Head Coach

1. Assistant Baseball
2. Assistant Basketball (Boys)
3. Assistant Basketball (Girls)
4. Assistant Football
5. Assistant Track (Boys)
6. Assistant Track (Girls)
7. Assistant Volleyball
8. Assistant Wrestling
9. Assistant Soccer
10. Assistant Golf
11. Assistant Softball
12. Assistant Tennis Coach

## BUCKEYE VALLEY LOCAL SCHOOLS

### Methods for Determining Experience for Coaching

Varsity Head: Experience for each year as Varsity Head to the maximum allowed.

Varsity Assistant: Experience for each year as Varsity Head or Varsity Assistant to maximum allowed.

7,8,9 Head: Experience for each year as Varsity Head, Varsity Assistant, or 7, 8, 9 Head to the maximum allowed.

7,8,9 Assistant: Experience for each year as a coach in the sport at any level 7 and above to the maximum allowed.



Adopted: 4/10/84  
**BUCKEYE VALLEY LOCAL SCHOOLS**

Assistant Coaches Evaluation

NAME \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

YEAR \_\_\_\_\_ DATE \_\_\_\_\_

YEARS EXPERIENCE \_\_\_\_\_ AREAS \_\_\_\_\_

YEARS EXPERIENCE AT BV \_\_\_\_\_

|                                | Excellent | S | NI | U |
|--------------------------------|-----------|---|----|---|
| 1. Knowledge of area           |           |   |    |   |
| 2. Squad control               |           |   |    |   |
| 3. Self Control                |           |   |    |   |
| 4. Accepts responsibility      |           |   |    |   |
| 5. Rapport with players        |           |   |    |   |
| 6. Loyalty to program          |           |   |    |   |
| 7. Punctuality                 |           |   |    |   |
| 8. Sense of humor              |           |   |    |   |
| 9. Rapport with fellow coaches |           |   |    |   |
| 10. Flexibility                |           |   |    |   |
| 11. Comments                   |           |   |    |   |

SIGNED:

Evaluator \_\_\_\_\_ Accepted \_\_\_\_\_

Coach \_\_\_\_\_ Not Accepted \_\_\_\_\_

Date \_\_\_\_\_

S - Satisfactory

NI - Needs Improvement

U - Unsatisfactory

Adopted: 4/10/84

### BUCKEYE VALLEY LOCAL SCHOOLS

#### Coaches/Advisor Evaluation

NAME \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

YEAR \_\_\_\_\_ DATE \_\_\_\_\_

YEARS EXPERIENCE \_\_\_\_\_ AREAS \_\_\_\_\_

YEARS EXPERIENCE AT BV \_\_\_\_\_

|   | Excellent | S | NI | U |
|---|-----------|---|----|---|
| 1. Knowledge of area                            |           |   |    |   |
| 2. Group control                                |           |   |    |   |
| 3. Self Control                                 |           |   |    |   |
| 4. Cooperation with staff                       |           |   |    |   |
| 5. Cooperation with Admin.                      |           |   |    |   |
| 6. Public Relations                             |           |   |    |   |
| 7. Equipment/Inventory Mgmt.                    |           |   |    |   |
| 8. Financial Management                         |           |   |    |   |
| 9. Pre-post activity evaluation of participants |           |   |    |   |
| 10. Motivation of participants & staff          |           |   |    |   |
| 11. Flexibility                                 |           |   |    |   |
| 12. Comments                                    |           |   |    |   |

SIGNED:

Evaluator \_\_\_\_\_ Accepted \_\_\_\_\_

Coach \_\_\_\_\_ Not Accepted \_\_\_\_\_

Date \_\_\_\_\_

S - Satisfactory

NI - Needs Improvement

U - Unsatisfactory

**BUCKEYE VALLEY LOCAL SCHOOLS**

Coach/Advisor Year End Program Evaluation

(To be completed by coach/advisor - turn in to proper evaluator) DATE \_\_\_\_\_

ACTIVITY \_\_\_\_\_ LEVEL \_\_\_\_\_

1. Did you consider the season a success? \_\_\_\_\_ Explain:
  
2. What were some of the outstanding features of the season?
  
3. What were the weaknesses of the season?
  
4. Was your staff adequate? \_\_\_\_\_ If not please explain:
  
5. Was the equipment adequate? \_\_\_\_\_ If not please explain:
  
6. Were the facilities assigned to you adequate? \_\_\_\_\_  
Were they maintained properly? \_\_\_\_\_ If not please explain:
  
7. Did you have adequate time for your program?
  
8. Was transportation satisfactory?
  
9. Did you feel you had the cooperation and support of your staff?

10. Did you feel you had the cooperation and support of your Principal(s)?
11. Did you feel you had the cooperation and support of your Athletic Director?
12. What could we do to strengthen your program for next year?
13. Additional Comments:

SIGNED:

Evaluator\_\_\_\_\_

Coach Date\_\_\_\_\_

Date \_\_\_\_\_ Adopted: 4/10/84

APPENDIX (C)

APPROVED BY:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Date)

**BUCKEYE VALLEY LOCAL SCHOOLS**  
**APPLICATION FOR USE OF PROFESSIONAL LEAVE**

Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

(Type or Print)

School Assigned \_\_\_\_\_

Date(s) of Meeting \_\_\_\_\_

Place of Meeting \_\_\_\_\_

SIGNED: \_\_\_\_\_

Please provide a brief statement describing purpose of request: \_\_\_\_\_

\_\_\_\_\_

(If more space is needed continue on reverse side.)

Expenses Requested: (List Amounts)

Registration \_\_\_\_\_

Mileage Est. \_\_\_\_\_

Meals \_\_\_\_\_ (See Contract)

Other \_\_\_\_\_

Total \_\_\_\_\_

**SOURCE OF FUNDS**

\_\_\_\_\_  
MENTORING PROGRAM  
FROM \$400 PROFESSIONAL LEAVE ACCT

\_\_\_\_\_  
DISTRICT INITIATED

\_\_\_\_\_  
GRANT  
OTHER \_\_\_\_\_

APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_  
(Date) (Date)

Account Code: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
(Superintendent)

Reason for Non-Approval: \_\_\_\_\_

Expenses Allowed: YES \_\_\_\_\_ NO \_\_\_\_\_ Maximum Amt. \$ \_\_\_\_\_

Copies: Employee  
Principal  
Treasurer

APPENDIX (D)

APPROVED BY:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Date)

**BUCKEYE VALLEY LOCAL SCHOOL DISTRICT**  
**PERSONAL LEAVE NOTIFICATION - Certificated Employees**

Name: \_\_\_\_\_  
(Type or Print)

Date: \_\_\_\_\_

Assigned Building or Area: \_\_\_\_\_

Date(s) Will Be Absent: \_\_\_\_\_

The intent of Personal Leave is to provide each employee with time off from regular duties, with pay.

Employee Signature \_\_\_\_\_

Supt. or Designee Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: Employee  
Principal  
Treasurer

APPENDIX (E)

**BUCKEYE VALLEY SCHOOLS  
OFFICIAL GRIEVANCE REPORT FORM**

LEVEL ONE – FORMAL

Name \_\_\_\_\_

Date form delivered to Principal: \_\_\_\_\_

Receipt of form acknowledged by Principal: \_\_\_\_\_

Date Informal Conference Held: \_\_\_\_\_

Parties present for Informal Conference: \_\_\_\_\_

Stated Grievance \_\_\_\_\_

\_\_\_\_\_

Provisions of Contract Violated \_\_\_\_\_

Other People Involved \_\_\_\_\_

Circumstances Surrounding Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief or remedy sought \_\_\_\_\_

\_\_\_\_\_

Were the proper channels followed in bringing your grievance to the attention of Administrative Staff? \_\_\_\_\_

\_\_\_\_\_

If not, please state why: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature or Signatures \_\_\_\_\_

\_\_\_\_\_

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Response Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_

A copy of all written decisions will be sent to the Association President, your appropriate Administrator and the Aggrieved.

|  |  |                                |
|--|--|--------------------------------|
| <b>L<br/>E<br/>V<br/>E<br/>L<br/>2</b> | I hereby request that my grievance be forwarded to Step 2. |                                |
|  | _____  | _____                          |
|  | Grievant's Signature                                       | Date                           |
|  | Date received by Superintendent: _____                     |                                |
|  | Superintendent's Signature                                 | acknowledging receipt of form: |
|  | Disposition: _____   |                                |

Response Date: \_\_\_\_\_ Superintendent

|  |   |       |
|--|---|-------|
| <b>L<br/>E<br/>V<br/>E<br/>L<br/>3</b> | I hereby request that my grievance be forwarded to Step 3 |       |
|  | _____   | _____ |
|  | Grievant's signature                                      | Date  |
|  | Date received by Board of Education: _____                |       |
|  | Signature acknowledging receipt of form: _____            |       |
|  | Disposition: _____  |       |

Response Date: \_\_\_\_\_ Board of Education

|  |  |       |
|--|--|-------|
| <b>L<br/>E<br/>V<br/>E<br/>L<br/>4</b> | Arbitration – Submitted to the American Arbitration Association and Superintendent<br>per Article IV – Grievance Procedure – Level 4 |       |
|  | _____  | _____ |
|  | Grievant's Signature   | Date  |

A copy of all written decisions will be sent to the Association President, your appropriate Administrator and the Aggrieved.

APPENDIX (F)

**BUCKEYE VALLEY LOCAL SCHOOLS  
REQUEST FOR TUITION REIMBURSEMENT**

This form must be completed and sent to the Superintendent by October 10th for courses completed between August 31 of the previous year and September 30th of the current year. Attached to this form must be grade slips or transcripts with receipts showing payment.

Payment will be made based on provisions of Article XIII of the Agreement between the Buckeye Valley Local School District and the Buckeye Valley Teachers Association.

|    | Course Title & Number | University | Hours (Qtr/Sem) | Cost/Hr. |
|----|-----------------------|------------|-----------------|----------|
| 1. | _____                 | _____      | _____           | _____    |
| 2. | _____                 | _____      | _____           | _____    |
| 3. | _____                 | _____      | _____           | _____    |
| 4. | _____                 | _____      | _____           | _____    |
| 5. | _____                 | _____      | _____           | _____    |
| 6. | _____                 | _____      | _____           | _____    |

\_\_\_\_\_  
Teacher Name

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

APPENDIX (G)

APPROVED BY:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**BUCKEYE VALLEY LOCAL SCHOOL DISTRICT**  
**MATERNITY, PATERNITY, ADOPTION AND FAMILY MEDICAL LEAVE**  
(Article XV, Subsection 4)

Name: \_\_\_\_\_  
(type or print)

Date: \_\_\_\_\_

Assigned building or area: \_\_\_\_\_

Dates of anticipated absence: \_\_\_\_\_

Type of leave: \_\_\_\_\_ (must be submitted 30 days in advance)

\_\_\_\_\_ Paid Maternity Leave \_\_\_\_\_ days

\_\_\_\_\_ Paid Paternity Leave \_\_\_\_\_ days

\_\_\_\_\_ Paid Adoption Leave \_\_\_\_\_ days

\_\_\_\_\_ Unpaid Family Medical Leave \_\_\_\_\_ days

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX (I)

**BUCKEYE VALLEY LOCAL SCHOOL DISTRICT**

CONTRACT ADDENDUM AND WAIVER FOR STRS RETIREE

In consideration of the decision of the BUCKEYE VALLEY LOCAL SCHOOL DISTRICT to employ me following my service retirement, and in consideration of the benefits which will otherwise accrue to me as a result of such retirement, I understand and agree that the terms of my employment and compensation will differ from that of other bargaining unit members and acknowledge that I have been provided information describing the terms of my employment and compensation as an STRS retiree at BUCKEYE VALLEY LOCAL SCHOOL DISTRICT.

I understand that the terms of my employment and compensation as an STRS retiree at BUCKEYE VALLEY LOCAL SCHOOL DISTRICT may involve the relinquishment of rights and benefits to which I might otherwise be entitled pursuant to Sections 124.39, 3317.12, 3317.14, 3319.07, 3319.08, 3319.081, 3319.083, 3319.084, 3319.11, 3319.111, 3319.12, 3319.13, 3319.131, 3319.141, 3319.16, 3319.17 of the Ohio Revised Code and other applicable provisions of law.

I hereby voluntarily WAIVE AND RELEASE any claims concerning the above-described rights and benefits which I might have against the BUCKEYE VALLEY LOCAL SCHOOL DISTRICT, the Buckeye Valley Local Education Association, or the officers, employees, or agents of either, past or present, including but not limited to any claims for age discrimination arising under the Ohio age discrimination laws, the federal age discrimination law (the Age Discrimination in Employment Act or "ADEA"), or a municipal ordinance.

I understand that the BUCKEYE VALLEY LOCAL SCHOOL DISTRICT recommends that I consult with an attorney before signing this Addendum. I understand that I may revoke this Addendum within 7 calendar days after signing it, and that in order for this revocation to be effective, written notice must be received by the Board no later than the close of business on the seventh day after I have signed this Addendum.

I also understand that by law, I am allowed 21 calendar days to review this Addendum before signing it. However, I am hereby voluntarily RELEASING AND WAIVING my right to this 21-day review period. I am NOT, however, waiving my right to revoke this Addendum 7 days after signing it, as described above.

EMPLOYEE \_\_\_\_\_

Date above signed: \_\_\_\_\_

BUCKEYE VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By \_\_\_\_\_  
President

And by \_\_\_\_\_  
Treasurer

Date above signed: \_\_\_\_\_

APPENDIX (J)

**REQUEST FOR SUBSTITUTE PAYMENT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

On \_\_\_\_\_, I substituted for \_\_\_\_\_ for \_\_\_\_\_  
Date Teacher/class time period

per the request of \_\_\_\_\_.  
Name of person who requested substitute

\_\_\_\_\_  
Signature of Substitute

\_\_\_\_\_  
Signature of Building Principal

Received by \_\_\_\_\_ Amount of Payment: \_\_\_\_\_  
Treasurer: Date \_\_\_\_\_

Date of Payment: \_\_\_\_\_

\_\_\_\_\_  
Signature of Treasurer