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CONTRACT

BETWEEN THE

BERKSHIRE
EDUCATION ASSOCIATION

AND THE

BERKSHIRE LOCAL
SCHOOL DISTRICT
2013-2015

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ARTICLE I

RECOGNITION – NEGOTIATIONS AGREEMENT

A. RECOGNITION

1. The Board of Education of the Berkshire Local School District (hereinafter "Board") recognizes the Berkshire Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), (hereinafter "Association"), as the sole and exclusive representative for the purpose of collective bargaining for all regular, certificated/licensed employees employed at least half-time under a contract between the employee and the Board (hereinafter usually referred to as "teachers"), excluding supervisors, administrators, casual substitutes, hourly tutors (three and one-half [3-1/2] hours per day or less regular assignments), and all other employees covered by the exceptions listed in O.R.C. 4117.01C(1)-(14).
2. The period of recognition shall continue unless a successor is elected or recognition is withdrawn in accordance with O.R.C. 4117.
3. Scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

B. PROCEDURES

1. **Requests for Negotiations** – A written request for negotiations to commence may be submitted by the Berkshire Education Association to the President of the Board of Education or by the Board to the President of the Association not sooner than March 15 and not later than sixty (60) calendar days prior to the Contract expiration date. The party giving notice shall also serve a copy of the written notice, together with a copy of this Contract, on the State Employment Relations Board.
2. **Initial Meeting** – Within fifteen (15) days after the date of the request for a meeting or on a date mutually agreeable to the parties, an initial meeting will be held at which both parties will submit in writing their proposals, and thereafter additional items shall not be submitted by either party unless the other party consents thereto. The parties may also determine the type of bargaining at any time prior to beginning bargaining.
3. **Negotiations Meetings** – Meetings shall be scheduled by mutual agreement at reasonable times, intervals, and places, and shall avoid, to the extent practical, conflict and interference with school and employment schedules. Meetings shall be closed to the press and the public. Either party may recess for a caucus of a reasonable length. At any time prior to conclusion of any session, the parties shall agree upon a time and place for the next session.
4. **Representation** – Representation at negotiation meetings shall be limited to a maximum of eight (8) representatives or observers for the Board and a maximum of eight (8) representatives or observers for the Association.
5. **News Release** – Periodic progress reports may be issued during negotiations to the public provided any such releases issued before impasse shall have the prior approval of both parties. Internal reports may be made at any time by either team to its constituents.

6. **Agreement** – When agreement is reached on any item, it shall be put into proper contract language and initialed and dated by the spokespersons of both teams and may not be subsequently altered except by mutual agreement unless the entire Contract is not ratified.

The final Agreement reached through negotiation containing all items shall be reduced to writing and submitted to the Association within two (2) calendar weeks for a membership ratification vote. If the Agreement is approved by the Association, the Agreement shall be submitted to the Board for its action within two (2) calendar weeks. If approved by the Board, the Agreement shall be executed.

7. **Impasse** – If agreement is not reached within forty-five (45) calendar days after the first meeting, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service or, by mutual agreement, the parties may select a private mediator at joint expense. At any time before or during the mediation procedure, but after declaration of impasse, the Association may seek a meeting with the Board of Education to jointly discuss the issues at impasse.
8. **Exchange of Information** – Upon reasonable request, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiation, and the Association will provide the Board with all available non-confidential information, in such form as it exists, related to subjects of negotiations.
9. The impasse procedures set forth above constitute the parties' mutually agreed-upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

ARTICLE II

GRIEVANCE PROCEDURE

- A. **INFORMAL** – Teachers should initially discuss their complaints or suggestions with their building principal or the lowest level administrator who has the authority to resolve the problem.

If the initial informal conference does not resolve a complaint that alleges a violation, misinterpretation, or misapplication of this Contract, then it may be pursued under the Formal Grievance Procedure (Section B) by filing a written grievance within thirty (30) days of the occurrence of the act or conditions on which the grievance is based if no informal meeting was held.

B. **FORMAL GRIEVANCE PROCEDURE**

1. **Definitions**

- a. A grievance is a claim by a teacher(s) or the Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of this Contract.
- b. The word "days" when used in this Contract shall mean working days unless otherwise indicated except during the summer when they shall mean weekdays when the Board office is open. The term "Board" when used in this document shall mean the Berkshire Board of Education. The term "representative" when used in this document shall refer to a person who has the authority to act on behalf of an employee(s) or the Board. The term "Association" when used in this document shall mean the Berkshire Education Association. The term "Superintendent" when used in this document shall mean the Superintendent of the Berkshire Local School District.

2. **General Provisions**

- a. The maximum number of days indicated at each step in this procedure shall be the maximum except by mutual agreement. If the grievant fails to file within these time limits, the grievance shall be considered waived. If management does not respond within the time limits, the grievance shall be deemed granted.
- b. The time limits provided in this article shall be strictly observed but may be extended upon written agreement of the parties. In the event that a grievance is filed after May 15 of any year and strict adherence to the limits results in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- c. If an individual teacher has a personal complaint which he/she desires to discuss with the local principal, he/she is free to do so without recourse to the grievance procedure. However, no formal grievance shall be adjusted without prior notification to the Berkshire Education Association so that an Association representative may be present; nor shall any adjustment of a grievance be inconsistent with the term of this Contract. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Berkshire Education Association.
- d. If in the judgment of the Association a grievance affects a group of teachers, the Association may submit such a grievance in writing to the Superintendent directly; and the processing of such grievance shall be commenced at Step II of the formal procedure.

- e. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- f. Hearings held for Steps I, II, and III under this procedure shall be conducted after the school day whenever possible. Any teacher who, with permission during the school day, is representing the Association in discussing with any Board representative any grievance shall be released from regular duties without loss of salary.
- g. A teacher who participates in these grievance procedures shall not be subjected to discipline, reprisal, coercion, or intimidation because of such participation.
- h. This procedure shall be the exclusive method of resolving disputes within its scope, i.e., disputes concerning the violation, misinterpretation, or misapplication of this negotiated agreement. The right to have such a dispute adjudicated in any forum is waived unless the teacher(s) claiming this agreement has been violated, misinterpreted, or misapplied files a timely grievance pursuant to this Article.

3. **Steps**

- a. **Step I** – The grievant must submit to his/her principal a completed Grievance Procedure Form in duplicate showing the date of the occurrence, a statement of the nature of the grievance, and the relief sought. A copy of the grievance report shall be submitted by the grievant to a representative of the Association and the principal. Within three (3) days of receipt of the Grievance Procedure Form, the building principal or designee shall meet with the grievant and the grievant's representative in an effort to resolve the grievance. The principal or designee shall indicate his/her disposition of the grievance in writing within three (3) days after such meeting by completing Step I of the Grievance Decisions part of the Grievance Procedure Form and submitting a copy to the grievant and a representative of the Association.
- b. **Step II** – If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the above stated time limits, the grievant shall submit the grievance to the Superintendent within ten (10) days. A copy of the Grievance Procedure Form shall be submitted to the Association. Within five (5) days, the Superintendent or the Superintendent's designated representative shall meet with the grievant and his/her representative.

Within three (3) days of the meeting, the Superintendent or designee shall indicate in writing his/her disposition and forward it to the teacher, the representative, and the principal. (A grievance may begin at this level if the principal does not have the authority to resolve the grievance.)

- c. **Step III** – If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above stated time limits, the grievant shall, within ten (10) days, submit the grievance to the Board by filing a copy of all dispositions with the Treasurer of the Board. (A copy of the Grievance Procedure Form shall be submitted to the Association.) Notification of such an appeal shall be given to the Superintendent. The Board at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, whichever shall be later, shall meet with the grievant and/or representative and with the Superintendent or the Superintendent and his/her representative to review such grievance. The disposition by the Board shall be made in writing to the teacher, the Association, and the Superintendent within seven (7) days of the meeting. The Board may waive its right to hear the grievance at this step.

- d. **Step IV** – If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association by giving notice to the Superintendent indicating a desire for arbitration within ten (10) days of the Board's decision or Board's waiver. If the parties cannot agree upon an arbitrator within five (5) days of the notice, the arbitrator shall be selected by the American Arbitration Association in accord with its rules by the Association filing a request for a list of nine (9) qualified arbitrators from the American Arbitration Association. The American Arbitration Association's voluntary rules shall likewise govern the arbitration proceeding. The arbitrator's decision will be final and binding on the Association, the grievant, and the Board. The cost of the arbitrator and hearing room charges will be shared equally by the Board of Education and the Association. All necessary witnesses, representatives and grievant(s) will be released to participate in necessary hearings without loss of salary. Hearings will be scheduled to avoid the need for more than five (5) teachers to be absent from their duties.

ARTICLE III

TEACHER DAYS AND HOURS

A. TEACHER WORKDAY

1. The normal scheduled teacher workday for full-time secondary teachers (7-12) shall be no longer than seven (7) hours and twenty (20) minutes. The normal scheduled teacher workday for full-time elementary teachers (K-6) shall be no longer than seven (7) hours and ten (10) minutes. The normal scheduled teacher workday for half-time teachers shall be no longer than three (3) hours and forty-five (45) minutes for secondary and three (3) hours and thirty-five (35) minutes for elementary. Changes to the beginning and ending of the scheduled workday of any contract year will involve administrators and teacher representatives in the planning process on or before July 1. The Board does not waive any of its rights specified under the contract, especially Article III, A., 7.
2. Teachers may leave the building during nonstudent contact time during the teacher workday provided that this does not interfere with the performance of the teacher's duties and provided further that teachers may be required to be present in their buildings fifteen (15) minutes before the student tardy bell. Teachers leaving the building must sign out and sign in upon their return.
 - a. Elementary teacher(s) may be required to stay after normal student dismissal time until buses are loaded, if such supervision extends beyond the workday specified in Paragraph A. 1, above, then Article IV, A., 3., applies.
 - b. Up to three (3) secondary teachers may be required, on a rotating basis, to be present twenty (20) minutes before the tardy bell to provide necessary supervision, subject to the workday limits in #1 above.
 - c. If circumstances warrant supervision beyond the normal workday, volunteers will be sought to assume such assignments as a supplemental contract.
3. In addition, teachers may be expected to stay at school beyond student dismissal to carry out their necessary professional responsibilities, such as attending necessary and pre-arranged meetings and conferences with students, parents, or the administration; hearings; assigned student detention periods; and North Central evaluation activities. The administration will make every effort to hold faculty meetings and conferences to no longer than thirty (30) minutes.
4. The normal teacher workday shall include at least a thirty (30) minute duty-free lunch period.
5. Each elementary teacher shall have no more than sixteen hundred fifty (1650) minutes of assigned pupil instruction time per week minus the time students are with specialists which shall be no less than two hundred (200) minutes per week, and shall be considered preparation time for the classroom teacher. This is not counting time spent with students before the tardy bell and after student dismissal. Elementary specialists shall have no more than sixteen hundred fifty (1650) minutes per week of assigned student contact, excluding traveling time. Prep time shall not be used by the administration to hold committee, department, or grade-level meetings on a regular basis. No elementary teacher will be given recess duty but may be given lunch duty on a rotating basis. Teachers may be assigned recess duty on a voluntary basis.

6. Secondary teachers shall have no more than the equivalent of thirty-five (35) periods per week of assigned student contact and no more than thirty (30) periods of instruction except in an emergency situation or unless they consent. All secondary teachers shall have at least one preparation period per day. Prep time shall not be used by the administration to hold committee, department, or grade-level meetings on a regular basis.
7. Subject to the limitations established by this section, scheduling the workday shall be at the discretion of the Board and administration.
8. A teacher may be assigned once every three (3) years to serve on a building or district-wide curriculum or school related study. This shall include up to six (6) meetings before or after school is dismissed. Each meeting shall not exceed sixty (60) minutes in length. Teachers shall be paid \$15 per hour for pre-approved service on district curriculum and/or technology committee.
9. Efforts shall be made to confer with teachers to arrange mutually agreeable times for meetings with parents, students, and administrators. Notification of such meetings shall occur no later than two (2) working days prior to the scheduled meeting, except in case of extenuating circumstances as defined by the director of special education.

B. SCHOOL YEAR

1. The school year shall consist of a maximum of one hundred eighty-three (183) days scheduled at the discretion of the Board, provided that three (3) days (the first day, the last day, and the last Friday of the first semester) shall be teacher workdays. NEOEA Day shall be a non-contract day. No more than three (3) hours of the first teacher in-service day and no more than one (1) hour of the last Friday of the first semester may be used for a mandatory building or district-wide meeting. On the last day of the school year, all students shall be dismissed one and one-half (1½) hours early. Employees will be required to work a full day.
2. If any of the student instructional days are canceled due to weather or calamity conditions, no teacher shall be required to report to work or make up the day unless all legally permissible closing/calamity days are utilized.
3. The school year may not begin before August 22nd nor end after the 10th day of June under normal circumstances. In case of a natural disaster or excessive damage to a school building or to make up no more than two (2) weather-related calamity days, the need to extend the current school year's calendar could arise. In such a situation, the Board of Education reserves the right to extend the calendar beyond the tenth day of June. All teachers shall receive a copy of the calendar for the forthcoming year prior to the final teacher workday of each school year. Records day shall be the day following the last student day and may occur on a Saturday.

- C. BEFORE AND AFTER SCHEDULED DAY ACTIVITIES** – The student day shall be between 7:30 A.M. and 3:30 P.M. Teacher duties may extend beyond the student day subject to limitations in Article III, A, 1, and consistent with the performance of necessary responsibilities as set forth in Article III, A., 3. Evening and weekend activities shall be on a voluntary basis except up to two (2) after school duty assignments and two (2) parent-teacher conferences/open houses (see Article XIV, G.). Each teacher shall have a planned fifteen (15) minute break from conferences each day of conferences.

ARTICLE IV

TEACHING LOAD AND DUTIES

A. PREPARATION PERIOD SUBSTITUTION PAY

1. In the event that regular substitutes are not available or a teacher's class needs to be taken over in an emergency, teachers may volunteer to serve as period substitutes during their regular preparation period.
2. The administration may assign a regular teacher as a substitute teacher under the following circumstances:
 - a. where no regular or listed substitute is available,
 - b. in the event a teacher's class must be taken over in an emergency,
 - c. where no qualified teacher volunteers.

Such involuntary assignments shall be made from available teachers within a building on a rotating basis.

3. A teacher will be paid at the rate of twenty-four dollars (\$24) per period of coverage for assuming substitute teaching duties whether voluntarily or involuntarily. A period at the elementary level will be considered the same number of minutes as a secondary level regular period.
4. A teacher is also considered a substitute when he/she loses preparation time to supervise students, or an elementary teacher is assigned extra students normally in another teacher's class at that time.
5. All teachers shall be paid for this duty within three (3) weeks of the duty.
6. One fulltime daily substitute will be assigned to each building.

B. **PROFESSIONAL ACTIVITIES** – All professional employees of the Board are urged to participate in professional activities of educational groups which operate for the benefit of the school. These include membership and holding office in professional groups and Parent-Teacher Associations, participation in curricular studies, and educational leadership in experimental programs.

C. **LESSON PLANS** – Copies of the lesson plans are to be filed with the building administrator no more than five days prior to the beginning date of the plans. These plans shall cover at least one week of lessons, and may, if the teacher chooses, cover a period up to one month in length. It is understood that lesson plans are subject to change in order to meet the particular needs of the class. Each teacher shall have the right to design his/her lesson plans that will include written or coded objectives and procedures based on the current course of study or materials correlated to state-mandated grade level and/or subject area content.

D. **CLASS SIZE LIMITATIONS** - The administration will make every effort to balance class size per elementary grade level. A good faith effort will be made to limit teachers to three (3) preparations at the junior/senior high school. The building administrator will consult with the department if more than three (3) preps are assigned.

ARTICLE V

ABSENCES AND LEAVES

A. SICK LEAVE

1. Teachers are granted one and one-quarter (1-1/4) days of sick leave for each completed month of service (fifteen [15] days per year) progressive with unlimited accumulation.

Part-time teachers shall accumulate sick leave on a pro rata basis.

2. A teacher may use accumulated sick leave for the following reasons:
 - a. Personal illness, injury, pregnancy, or child-care leave in accordance with Family Medical Leave Act guidelines.
 - b. Personal illness, death, or injury in the immediate family to the extent that these reasons necessitate the teacher's absence. The immediate family shall include husband, wife, children, father, mother, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, and sister-in-law, or any person who acted or is acting in lieu of one of these.
 - c. Exposure to contagious disease that could be communicated to others.
 - d. A teacher shall only be charged with use of sick leave for the actual time missed, e.g., if a teacher misses one period, he/she shall be charged with the use of the actual number of minutes of sick leave—not one-quarter (1/4) of a day.
3. Any teacher who remains off-duty because of illness after having used his/her total accumulated days of sick leave shall have as further recourse allowable leave days with pay:
 - a. One and one-quarter (1-1/4) allowable for each of the months comprising his/her sick leave.
 - b. Unused days of personal leave to a maximum of three (3) per year.
 - c. **Perfect Attendance** – The Board shall pay a one hundred twenty-five dollar (\$125) bonus at the end of each quarter to those teachers who do not use any sick leave or personal leave or leave without pay during that quarter. The bonus will be included in the regular paycheck. Observance of religious holidays where total abstinence from work is observed shall be exempt.
4. A new teacher or a teacher who has exhausted accumulated sick leave may be advanced sick leave up to five (5) days.
5. **Donation of Sick Leave**
 - a. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher and has exhausted all of his/her accumulated sick leave, other bargaining unit members may donate up to five (5) days each of their accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive day's absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Teachers

whose sick leave has been depleted by intermittent use shall not qualify for this benefit.

- b. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- c. Donation of sick leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- d. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.
- e. A teacher requesting donated sick leave shall notify the Superintendent and The Association in writing.

B. **CHILD CARE LEAVE** – A teacher who becomes a natural parent or adopts a pre-school aged child shall, upon request, be granted a leave of absence without pay for child care reasons. Eligibility for such leave shall begin at any time after the commencement of pregnancy, or, in the case of adoption, the receipt of custody, until up to a year after birth and/or placement. The leave shall be for a term established by the teacher and the Board at the time of application for the leave. If the leave begins in the second semester, it may continue for the then current school year and the following school year. If the leave begins in the first semester, it may continue for the then current school year only. Application for child care 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 on which the leave of absence is to begin, and the date the teacher anticipates return to service. Such application shall be made no less than thirty (30) days prior to the beginning of such leave, if possible. No leave of absence shall extend beyond the term of such teacher's limited contract.

Upon return from approved child care leave at the time set forth in the application for leave, the teacher shall be assigned to a position for which the teacher holds a valid certificate/license. If the teacher desires to return to active service prior to the stated date on the application for such leave, the teacher shall notify the Superintendent in writing that an early return to service is requested and state the date that the teacher wishes to return. Upon recommendation of the Superintendent, the Board of Education may authorize the early return of such teacher. Failure of a teacher to return on the date stated on the application or as authorized by the Board shall be deemed a resignation, and all rights and privileges of employment shall be thereby discontinued.

C. **PERSONAL LEAVE**

1. Certificated/licensed employees shall be granted no more than three (3) days annually to conduct personal business which cannot be conducted at times other than during the regular school day. Three (3) personal days are unrestricted. Application for such leave shall be made in writing to the Superintendent two (2) days prior to the beginning of such leave except in case of emergency.
2. In an emergency situation, a leave shall be granted by telephone by the building principal or the Superintendent, and forms are to be completed and signed on the first day of return to duty.
3. Any unused personal days shall be converted to sick leave and reported in the second pay period of July.

- D. **MILITARY LEAVE** – Military leave shall be granted pursuant to applicable state and Federal laws.
- E. **LEAVE FOR TRAVEL AND STUDY** – When it is reasonable to believe that the teacher can easily be brought back into the system upon said teacher's return, a leave of absence for professional study or travel without pay for a period of up to one (1) year may be granted to a teacher who has given a minimum of three (3) years' service to the Berkshire Schools. An additional annual increment on the salary schedule shall not be granted for this type of leave.
- F. **LEAVE FOR PERSONAL ILLNESS** – Any teacher, who after termination of his/her accumulated sick leave is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability, shall be granted a leave of absence without pay for up to two (2) years. A teacher's limited contract may be nonrenewed for reasons unrelated to the illness or disability if it expires during the leave of absence. No leave of absence shall extend beyond the term of absence or its renewal. Said leave of absence must be accompanied by a statement from a physician stating the nature of the illness or disability and definitely recommending that the employee be relieved of duties. Additional annual increments on the salary schedule shall not be granted for this type of leave when the teacher has been absent from his/her duties more than three (3) months of the school year.
- G. **JURY DUTY** – If a teacher serves on a jury during the school year, the Board shall pay the full salary for each day of jury duty, provided that the employee returns to the general fund jury pay less expenses actually incurred.
- H. **VISITS TO OTHER SCHOOLS** – The local Superintendent may excuse teachers for the purpose of visiting other schools without loss of pay. However, such visits should be arranged by the principal to whom the teacher is responsible. There should be a purpose for the visit. The principal should verify that a profitable experience can be had by the visiting teacher, and he/she should make arrangements with the principal of the school to be visited. The Board shall pay the salary of a substitute teacher for the day that the regular teacher is absent. However, the regular teacher must provide all other expenses such as transportation and lunch.
- I. **ATTENDANCE AT PROFESSIONAL MEETINGS** – Absence of not more than two (2) days with or without pay may be authorized by the local Superintendent to permit an employee to attend local, district, state, or national meetings or conferences of a professional nature.

Requests for permission to attend a meeting of more than two (2) days' duration shall be submitted in writing to the Board of Education for consideration at the September meeting and are to be acted upon at that time.

Employees sent to such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary. Where travel is authorized by automobile, the teacher shall be reimbursed at the Internal Revenue Service rate effective January 1 of the year in which the school year began. This rate is the amount which the Internal Revenue Service permits a taxpayer to claim as the standard mileage deduction.

- J. **PROFESSIONAL ASSOCIATION LEAVE FOR ASSOCIATION BUSINESS** – The Association will have a total of ten (10) days leave of absence with pay per year for Association business to be shared by eligible Association members. The Association president will notify the Superintendent in advance when a day(s) will be taken by submission of the Association leave form with the name(s) of those teachers who will take leave.
- K. **INJURY IN LINE OF DUTY** – In addition to sick leave allowance, any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed and paid by the Bureau of Workers' Compensation Laws of the State of Ohio. An Injury Form (Appendix *)

shall be filled out by a teacher regardless of whether he/she uses leave or files a Workers' Compensation claim.

- L. **FRINGE BENEFITS WHILE ON LEAVE** – Any teacher on unpaid leave of absence is eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Treasurer's Office not later than the fifteenth (15th) of each month. If the teacher fails to pay the Treasurer's Office by the fifteenth (15th) of any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her layoff.
- M. **COURT APPEARANCES ON STUDENT MATTERS** – A teacher who is required to appear in court on school/student related matters shall be granted time off for such work with no loss of salary.
- N. **ASSAULT LEAVE** – The Board shall grant up to thirty (30) days paid leave annually to an employee for a documented medical disability resulting from an assault while performing required duties. Assault leave shall not be charged to sick leave. The Board may approve, at the recommendation of the Superintendent, an extension of assault leave.

ARTICLE VI

TRANSFERS

A. VOLUNTARY TRANSFERS

1. The Superintendent will cause to be posted in all buildings a list of known vacancies that will occur the following school year. During the summer months he/she will inform the entire staff of any vacancies, including supplemental positions, by enclosing the list with paychecks or with notification of direct deposit.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must file a written statement of such desire to the Superintendent no later than five (5) working days after the posting of the notice. In case of dire emergency, the Superintendent may fill the vacancy within the five (5) day period.
3. Teachers who apply for a voluntary transfer shall be acknowledged, in a timely manner, in writing. A teacher who is denied a voluntary transfer shall be given written reasons for the denial.

B. INVOLUNTARY TRANSFERS – A certified/licensed employee of the Berkshire Local School District will be notified in writing as soon as a decision to transfer the individual to another assignment in the school district is finalized and no later than June 1. The teacher may request a meeting with the Superintendent concerning said intent to reassign, and on request the teacher shall be given reasons for the reassignment. If a transfer must be made after June 1, the Superintendent will make a reasonable attempt to establish a meeting with said teacher and provide reasons for such a transfer. A teacher being transferred will be placed only in a position for which the teacher is certified/licensed.

C. The administration will attempt to fill vacancies with the voluntary transfer of qualified teachers before resorting to involuntary transfer. When choosing among more than one transfer candidate, seniority shall control if relative qualifications and efficient staff utilization considerations are substantially equal.

D. Full-time or part-time teachers who have a permanently assigned classroom/office will be compensated at their per diem rate for one (1) day to move when changing rooms/offices. When more than one teacher shares a classroom/office, payment will be pro-rated based on the percentage the teacher used the room/office daily.

ARTICLE VII

FACULTY EVALUATIONS

A. EVALUATION PROCEDURE DEFINED

The evaluation procedure established herein conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code for teachers licensed/certified under ORC sections 3319.22, 3319.26, 3319.222, 3319.226, 3319.301. Each completed evaluation will result in the assignment of a teacher effectiveness rating.

B. PURPOSE

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

C. EVALUATORS

1. All evaluators shall be certified/credentialed OTES evaluators who are administrators of the district.

D. NOTIFICATION

1. Not later than September 15 of each year each teacher shall be notified in writing of the name and position of the evaluator.
2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

E. ORIENTATION

1. A training/refresher session for new teachers will occur during new teacher orientation day. All teachers shall receive updates, if applicable, prior to the beginning of the evaluation cycle. It is incumbent for teachers to get the information on their own if they are absent.

F. SCHEDULE FOR EVALUATION

1. No teacher shall be evaluated more than once annually.

2. The evaluation shall be conducted and 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 from a list provided by the District. Teachers with "expected levels of student growth" may have input into their evaluator from a list provided by the District.
3. Teachers rated Accomplished will be evaluated every other year. Teachers with "above expected levels of student growth" may choose their evaluator for the next evaluation from a list provided by the District. Teachers with "expected levels of student growth" may have input into their evaluator from a list provided by the District.

G. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instruments attached (Appendixes M, N, O, P).

H. COMPOSITION OF EVALUATION PROCESS

1. The Evaluation shall be comprised of 2 cycles. A cycle is defined as a pre-observation conference, an observation, a post-observation conference and any walkthroughs.
2. The second cycle may begin at least five (5) school days after the end of the cycle one conference and end with the end of cycle two conference.

I. OBSERVATIONS

1. Schedule of Observations
 - a. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least five (5) school days between formal observations. However, the first post observation conference must occur prior to a subsequent Observation. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.
 - b. If the board has entered into a limited contract or extended limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the board shall perform a minimum of three (3) formal observations in any school year in which the board may wish to declare its intention not to re-employ the teacher. Teachers being considered for non-renewal will receive written notice prior to June 1.
 - c. If additional observations are conducted, the teacher will receive a written notice from his/her evaluator informing them of the additional observation. This observation may be informal (i.e., no need for a preconference observation) and shall occur no sooner than five (5) days following the receipt of the notice.

J. OBSERVATION CONFERENCES

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to review plans and objectives for the lesson to be observed (Appendix M).

2. The evaluator shall schedule a post-observation conference within eight (8) school days after each formal observation. The teacher will be provided with a copy of the observation form (Appendix N).

K. WALK-THROUGH

1. A walk-through has the following components:
 - a. The walk-through shall be no more than ten (10) consecutive minutes in duration. Note: The walk-through should be of sufficient duration to allow the evaluator to assess the focus of the walk-through.
 - b. Attempts will be made to get the walk-through feedback form to the teacher within three (3) workdays. No additional walk-through will occur until teachers receive feedback from the prior walk-through.
 - c. No more than three (3) walk-throughs shall be included in each evaluation cycle.
 - d. Final debriefing data gathered from the walk-through must be placed on the proper form included in Appendix O.

L. FINALIZATION OF EVALUATION

1. Written Report
 - a. Before the evaluation cycle is final, and no later than May10, a copy of the formal evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
2. Completion of Evaluation Process
 - a. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties and sent to the superintendent.
3. Response to Evaluation
 - a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

M. PROFESSIONAL GROWTH PLANS

1. During the 2013-14 school year, all teachers shall develop a Professional Growth plan, by January 24, 2014. Such plans will not be entered into the etpes system and will be for the individual teachers use and will not be included in the 2013-14 evaluation.

2. Beginning the 2014-15 school year, professional growth plans for a school year shall be developed no later than September 30th.
3. Collaborated professional growth plans shall describe the specific performance expectations, resources and assistance to be provided. Self-directed professional growth plans shall describe the specific performance expectations.

N. IMPROVEMENT PLANS

1. A teacher will be placed on an Improvement plan if s/he received an overall rating of "ineffective" or if s/he rated "below expected" on student growth. The credentialed Evaluator will direct the development of an improvement plan with the teacher prior to September 30th. The Board will allocate appropriate resources to each teacher on an improvement plan. The pertinent attached forms shall be used in the development and implementation of improvement plans (Appendix Q).

O. EXTENSION OF TIMELINES FOR EVALUATION PROCESS BASED ON ABSENCE

1. In the case of a short-term absence (fifteen (15) school days or fewer) of the evaluator or teacher, any appraisal process timelines shall be extended by the number of school days equal to the days of absence other than the May 10 deadline.
2. In the case of an evaluator's long-term absence (more than fifteen (15) school days), the evaluator's replacement shall continue the appraisal process and timelines will be extended by mutual agreement of the evaluator and teacher. Likewise, in the case of the teacher's long-term absence, as defined above, the appraisal process and timelines will be extended by mutual agreement of the evaluator and teacher other than the May 10 deadline. If no mutual agreement is reached, the Association President and the Superintendent or designee shall mutually establish new appraisal timelines.

P. STUDENT GROWTH MEASURE

1. Consistent with Ohio Revised Code, students absent (excused or unexcused) a minimum of forty-five (45) days shall not be included in a teachers rating for student growth/value added.
2. Student learning objectives will be reviewed and approved by administration on an annual basis.

The following evaluation process will be used for teachers not on the OTES (Appendix R):

- Q. PURPOSE OF THE EVALUATION** – The purpose of the evaluation is to assess teacher performance by identifying and reinforcing strengths, identifying areas needing improvement, and identifying and helping to achieve growth in areas where growth is possible for each individual teacher in order to maintain and/or improve the high quality of instruction of Berkshire students. This evaluation procedure shall be the sole procedure used for the evaluation of teachers and shall supersede ORC 3319.111.

R. **GENERAL PROVISIONS**

1. All appraisees shall be notified by the administration of their appraisers for that school year by October 1. In ordinary circumstances, the immediate supervisor shall be the appraiser and teachers shall have one appraiser in a given year.
 - a. Teachers in more than one building shall be assigned an appraiser from the building where he or she spends more time, except for special area teachers.
 - b. Special Education teachers may be assigned to the Special Education Supervisor for appraisals.
2. Each evaluation shall include a minimum of two (2) observations of thirty (30) minutes or more conducted on different days and in different class times/types.
3. The evaluation conference will be scheduled by the appraiser within thirty (30) calendar days of the final observation for that evaluation cycle.
4. The evaluation form in the contract shall be used for all teaching evaluations, including non-athletic supplemental contracts. Athletic supplemental contracts shall be evaluated using the Coach Evaluation Form (Appendix I).
5. Each evaluation cycle must be completed, including the conference, by the schedule provided in item "C" below.

S. **FREQUENCY OF EVALUATION**

1. Beginning and probationary teachers (three [3] evaluations per year):
 - a. October
 - b. January
 - c. March
2. Second through fourth year teachers (two [2] evaluations per year):
 - a. November
 - b. February
3. Fifth year through fifteenth year teachers (one evaluation per year):
 - a. Prior to April 1st
4. Sixteen or more years (one evaluation every two years).
 - a. Prior to May 1st
5. Tenured teachers (one evaluation every three years).
 - a. Prior to May 1st

T. **DEFICIENCIES AND/OR IMPROVEMENT** – Any deficiencies noted before or during the evaluation shall be specifically given to the teacher along with specific suggestions for improvement at the time of notice; and for deficiencies not previously noted, reasonable time for implementation. All evaluations shall reflect the improvement of the teacher when applicable.

U. **ADDITIONAL EVALUATIONS** – If the administration believes it to be appropriate to assist the teacher in improving performance or to follow up on prior evaluations, after April 1 (March 1 for two to four year teachers) an additional evaluation may be made in accordance with these procedures.

1. If the administration determines it appropriate, sixteen year through tenured teachers may be evaluated during the off year in accordance with these procedures.
2. Administrators may write incident reports provided that the teacher shall be provided a copy and may submit a written response within one week. Documents prepared pursuant to this section may be placed in the teacher's file.

V. **EVALUATION DOCUMENT AND CONFERENCE** –Within five (5) work days of the completion of the evaluation observations, and prior to the evaluation being written, a conference shall be held between the appraiser and appraisee to discuss the observations and the forth coming written evaluation. Upon receipt of the written evaluation, the appraisee may request a second conference with the appraiser. Upon receipt of the written evaluation, the appraisee shall sign, verifying receipt of the final document, but not necessarily agreement. If amended, the document will then be signed in the same manner. The appraisee may attach a rebuttal at any time but the absence of such does not necessarily mean agreement.

W. **EVALUATION OF SUPPLEMENTAL CONTRACTS**

All holders of supplemental contracts shall be evaluated under the following conditions:

1. Athletic supplementals shall be evaluated by the principal with input from the Athletic Director. All other supplementals shall be evaluated by the principal.
2. All supplementals shall be evaluated within ten (10) days of the conclusion of the activity. Yearlong supplementals shall be evaluated at the end of May.
3. The evaluation of a supplemental contract shall be kept separate from the teaching evaluation.

ARTICLE VIII

PERSONNEL FILE

- A. **MAINTENANCE** – An official personnel file shall be maintained for all employees in accordance with Ohio law.
- B. **DOCUMENTATION OF FILED INFORMATION** – Each item in the file after the effective date of this contract shall indicate its date of origin and the date it was entered into the file. The employee shall receive a dated and signed copy of any information placed in his/her personnel file. Only items dealing with job performance and qualifications shall be included in personnel files. No other files, contemporaneous or otherwise shall be kept on personnel except for local professional development (LPDC) files.
- C. **EXAMINATION OF FILE** – An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein.
- D. **REBUTTAL TO FILED INFORMATION** – An employee shall be entitled to attach a reply to any document contained in the file if submitted in a timely manner within the same contract year.
- E. **PROHIBITION AGAINST ANONYMOUS INFORMATION** – Anonymous documents shall not be placed in an employee's file.
- F. Evaluative materials filed in the file after January 1, 1985, shall be only that authorized by Article VII.

ARTICLE IX

JOB SECURITY

- A. **CONTRACTS** – All teachers who are appointed for the first time will be issued a one (1) year limited contract that will expire at the end of the school year for which the appointment is made. Any teacher hired after the first day of the contract year will receive the appropriate salary and sick leave accumulation prorated to their actual days of service. Teachers who work less than one hundred twenty (120) days in a contract year, unless on approved leave, will not receive credit for a year's service on the longevity schedule. Each newly hired teacher shall serve a probationary employment period with the District of three consecutive full school years of full time employment before obtaining a continuing contract unless the teacher has held a valid continuing contract in another Ohio district in which the probationary period is two years. During the probationary period, said teacher shall receive a contract of no longer than one (1) school year and shall receive evaluations as specified in this agreement. The Board may declare its intention not to re-employ a limited contract teacher on a probationary contract by giving the teacher written notice on or before the 30th day of April. If the Board does not give the teacher written notice by April 30th, the teacher is deemed re-employed under a limited contract or a continuing contract, if qualified, at the appropriate salary as found in Article X. The teacher is presumed to have accepted such re-employment unless he/she notifies the Board in writing to the contrary on or before July 10. After three years, the teacher is given tenure providing all eligibility criteria below have been met. Should the criteria not be met, the teacher who is recommended for re-employment shall receive a one year contract subject to Article XI Sections B and D of this agreement.

In order to be eligible for continuing contract, a teacher must:

1. be a graduate of a four (4) year program from an approved teacher training institution, and
2. have completed at least three (3) consecutive years of successful teaching experience in the Berkshire School District, and
3. hold an Ohio eight (8) year professional, permanent, or life certificate or hold an Ohio five (5) year professional license with at least thirty (30) semester hours of graduate course work completed, and
4. file a letter of application and necessary transcripts with the Superintendent by September 30 of the school year in which the teacher wishes to be considered for a continuing contract.

Teachers who have had a continuing contract in Ohio become eligible for a continuing contract in the Berkshire School District after serving a two (2) year period.

Teachers who have met all legal qualifications or requirements to become eligible for a continuing contract but have, in the opinion of their principal, supervisor, and Superintendent, certain other deficiencies, shall be notified of such weaknesses in writing by the Superintendent of Schools, acting with the confirmation of the Board, on or before April 30. They may be placed on probationary contract for a period not to exceed two (2) years. If they are re-employed at the end of the probationary period, they shall be given a continuing contract.

- B. **REEMPLOYMENT** – At a meeting of the Board of Education in March or April, the local Superintendent shall present to the Board for approval and confirmation a list of certificated/licensed personnel to be reappointed with recommendations as to contract renewal. Upon the approval and confirmation of the Board, contracts and notifications of salaries shall be issued.

C. EMPLOYMENT OF RETIRED TEACHERS, INCLUDING THOSE WITH PRIOR SERVICE CREDIT IN THE BERKSHIRE LOCAL SCHOOL DISTRICT

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

1. The Board is under no obligation to employ any retired teacher and, further, there is no expectation of continued employment or re-employment when a teacher retires from the Berkshire Local Schools. Such teachers need not be interviewed by the Board for any open positions for which they may apply. Such teachers will be limited to two (2) for the district.
2. A "retired" teacher already receiving health insurance benefits through STRS and who is employed or re-employed by the Board must agree to waive any and all right to such coverage as a condition of employment (or re-employment) in addition to eligibility for any opt-out amounts that otherwise be payable for such coverage and such teachers may be required to execute an appropriate waiver declining the Board's coverage and eligibility for any opt out, if any: upon such employment or re-employment. To the extent that a retired teacher previously covered by STRS regulation, state law, or through legal action, such teachers would immediately be eligible to participate in the Board's health insurance coverage (or opt out, if applicable) on par with any other teacher. Likewise, any retired teacher not yet eligible for health insurance benefits through STRS may participate in the Board's health insurance coverage until they become eligible for STRS insurance coverage.
3. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 0. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Berkshire Local School District Board of Education shall be at Step 0. Any salary schedule placement determination as set forth herein shall be considered final.
4. Salary placement for educational status (i.e. "horizontal" placement from BA through MAST + 30) shall be fully recognized.
5. Seniority for retired teachers newly hired by the Board as well as for Berkshire teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to "years of service with the district," "seniority," etc. shall mean years of service/seniority earned after employment by the Board following retirement.
6. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to one (1) year limited contracts of employment.
7. In the event the Board determines it necessary to enact a reduction in force pursuant to Article IX, E., teachers employed by the Board after retirement shall not be rehired at the end of their one-year contracts to fill any position that might otherwise be available for interested non-retired members of the bargaining unit. Further, teachers employed by the Board after retirement shall have no bumping rights nor any right to recall.

8. There will be no severance pay for accumulated sick leave for retired teachers employed by the Board; however, such teachers will be granted fifteen (15) days of sick leave with their first contract with the Board and will thereafter accumulate sick leave thereafter on par with other teachers. The parties specifically agree that this provision supersedes Ohio Revised Code section 3319.141.
9. Retired teachers employed by the Board are not eligible to participate in any retirement incentive programs.
10. The availability of and appropriate payment for supplemental contracts is unaffected by the terms of this provision.
11. Teachers employed by the Board after retirement shall be evaluated once annually following two observations of at least thirty (30) minutes each. Non-renewal of such teachers will be deemed automatic upon the expiration of their limited contract and the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.
12. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

D. TERMINATION OF CONTRACT

1. Any teacher desiring to resign from his/her position with the Berkshire Schools should notify the Board in writing as soon as possible. All resignations should be addressed to the Berkshire Board of Education.
2. In accordance with the Ohio Revised Code, Section 3319.15, a teacher having a contract covering the ensuing school year may resign up to July 10 proceeding that school year; but after that date consent of the Board must be obtained.
3. A teacher under limited contract status is automatically reemployed unless he/she is notified otherwise on or before April 30 or thirty (30) days prior to the termination of the school year, whichever date is earlier.
4. Teachers who are not to be reemployed shall, on request, be given the reasons in writing in a conference with the Superintendent and shall be notified in writing by the treasurer of the school district as confirmed by the Board on or before April 30. Such written notice to the teacher concerning non-reemployment shall not be necessary provided that the teacher, after having consulted with the local Superintendent, presents a letter of resignation prior to April 30.
5. The continuing contract of a teacher may be terminated by the Board for gross inefficiency or immorality, for willful and persistent violation of reasonable Board regulations, and for other good and just cause or for reasons set forth in the Ohio Revised Code. Such termination shall be in accordance with provisions of Section 3319.16, O.R.C.

- E. SUSPENSION OF EMPLOYEES** – The local Superintendent is invested with authority to suspend any employee of the Board for serious infraction of the rules and regulations of the Board or for violation of the state law pertaining to schools. The local Superintendent shall take such action when, in his/her judgment, the best interests of the school will be served by

immediate suspension. In such cases suspension shall be in force until the next regular meeting of the Board or until a special meeting can be called to consider the problem.

F. **REDUCTION IN FORCE** – If the Board decides to effect a planned reduction in the number of teachers, the following procedures shall apply:

1. **Layoff**

- a. The number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire or resign and for teachers whose contracts are terminated or nonrenewed on the basis of performance.
- b. To the extent that reductions are not achieved through such attrition, reductions will be achieved by the suspension of teaching contracts. In suspending contracts of teachers within each teaching field affected by the reduction in force, preference shall be given to teachers with continuing contracts and to teachers with greater seniority when deemed comparable on evaluations.
- c. A teacher with a K-8 or 1-8 certificate/license shall not be eligible for 7th and 8th grade subject-specific courses covered by secondary certificates/licenses unless the teacher has successful teaching experience in the course during the most recent five (5) school years or has completed courses in the subject equivalent to the courses required for secondary certification/licensure in the subject.

2. To achieve such a reduction in force, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making the recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/licensure.

a. Limited contract teachers shall be reduced first utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Comparable evaluations as defined in this agreement.
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Comparable evaluations as defined in this Agreement.
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

c. Comparable Evaluations

1. For the 2013-2014 school year, comparability is defined as follows:
 - a. All teachers with a rating of Accomplished, Skilled or Developing shall be deemed comparable to one another.
 - b. All teachers with a rating of Ineffective shall be deemed comparable to one another.
2. Beginning with the 2014-15 school year comparability shall be defined as follows:
 - a. All teachers with a rating of Accomplished are comparable to one another.
 - b. All teachers with a rating of Skilled or Developing are comparable to one another.
 - c. All teachers with a rating of Ineffective are comparable to one another.
3. Bumping procedures must be used. Bumping shall be defined as a teacher with more district seniority taking the position of a teacher with less district seniority. A teacher may bump when s/he otherwise loses his/her position due to a reduction in force. A teacher may only bump into areas in which s/he is licensed. OTES teachers may bump into their comparable category or below. Non-OTES teachers may bump the least senior teacher in their area of certification/licensure.
4. **Notification of Teachers** – Any teacher whose contract is to be suspended as the result of the reduction of teachers shall be notified in writing of his/her intended suspension at least thirty (30) calendar days prior to the date of suspension. Simultaneous notice will be provided to the Association President.
5. **Recall**
 - a. Teachers on the Reduction in Force lists shall be returned to active employment to fill vacancies for which they are certified/licensed, or become certified/licensed, in the order of seniority at the time of their suspension, subject to the exceptions to seniority noted in paragraphs 1., b., and c. above. A previously full-time teacher shall not be penalized in any way for refusing a part-time position.
 - b. No new teacher shall be employed by the Board while there are teachers on the Reduction in Force list who are qualified for any vacancy in a teaching position.
 - c. A teacher shall remain on the Reduction in Force list for two (2) years from the effective date of the layoff.
 - d. Teachers on layoff status will be given preferential consideration as substitute or part-time teachers. However, acceptance or rejection of such employment shall not disqualify that teacher from placement or continued placement on the Reduction in Force list.
6. **Certification/Licensure** – It shall be the responsibility of any teacher to notify the Superintendent's office of any change or updates in their area(s) of certification/licensure.

7. **Seniority**

- a. **Seniority Defined** – Seniority shall be defined as the employee's length of continuous service with the Board commencing from the employee's first day worked.
- (1) Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked.
 - (2) Seniority for part-time employees shall be prorated to arrive at the amount of seniority to be credited to the employee for that school year.
 - (3) A "year" means a school year in which the employee was paid for at least one hundred twenty (120) days of service in the school district.
- b. **Breaking of Seniority** – A layoff that does not exceed two (2) years and time spent on disability retirement, or any Board-approved non-paid leave of absence, shall neither be construed to constitute a break in seniority nor an accrual of seniority; however, an employee's seniority shall be broken upon resignation, permanent retirement or discharge.
- c. **Breaking of Seniority Ties** – In the event that two or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in the following order of tie-breaker considerations:
- (1) Date of first employment by the Board.
 - (2) Date of application to Berkshire Local Schools.
 - (3) Length of previous professional service under contract in other school districts provided there was no interruption from school year to school year. Active military duty would not count as an interruption of service nor count toward length of service.
 - (4) Length of previous interrupted professional service under contract in other school districts.
 - (5) If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.
- d. **Posting of the Seniority List** – The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked relating to the most recent continuous service, the level of certification/license, the area(s) of certification/license, and the years of seniority for each employee in September and April of each work year. The President of the Association shall be provided with a copy of the seniority list prior to posting.
- (1) The names of employees on the seniority list shall appear in seniority rank order within areas of certification/licensure with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
 - (2) The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.

- e. **Correction of Inaccuracies** – Each employee shall have a period of thirty (30) days after the posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting. The Board or its agents shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated list immediately. If the employee is unable to resolve a dispute regarding placement on the seniority list, the employee may file a grievance.
8. **Fringe Benefits** – Any teacher whose contract is suspended and who remains on the Reduction in Force list is eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Treasurer's Office not later than the 15th of each month. If the teacher fails to pay the Treasurer's Office by the 15th of any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her layoff.

G. **JOB SHARING**

1. **Criteria for Volunteering to Job Share**

- a. Teachers must have the same certification/license.
- b. Teachers must have satisfactory evaluations.
- c. Teachers must agree to divide the schedule proportionally (half time each).

2. **Responsibilities**

- a. Both teachers are empowered to work out all the details related to assignments, work schedules, in-service days, parent-teacher conferences, etc., but every effort shall be made to make an equal division of duties.
- b. Both teachers will be expected to plan together so as not to diminish instruction in any way.
- c. Both teachers will be responsible for all necessary communication with parents.

3. **Pay/Benefit Issues**

- a. Each teacher shall be paid one-half of his/her regular salary.
- b. Hospitalization will be available to one of the teachers only.
- c. Both teachers will maintain all other fringe benefits.
- d. Sick leave and personal leave will be adjusted proportionately.

4. **Guarantees**

- a. Seniority in the Berkshire Local School District shall not be affected by job sharing.
- b. Both teachers shall be guaranteed positions when they desire to return to full-time teaching status. The last teacher hired with that certification/licensure will be displaced if necessary. Job share teachers are encouraged, but not required, to

delay a return to full time when an opening is created through retirement or resignation.

- c. Both teachers shall be given full credit for advancement on the salary schedule.
- d. The decision to allow job-sharing remains with the Board. All job-sharing is limited to one contract year with extensions granted upon review by the Board.
- e. Job share teachers agree to do job share for the entire contract year.

ARTICLE X

SALARY PAYMENTS AND DEDUCTIONS

A. **SALARY SCHEDULE** – The B.A. base salary on the attached index salary schedule (Appendix A) shall be:

1. \$32,238 for the 2013-2014 school year.
\$32,883 for the 2014-2015 school year.
2. Longevity steps are as follows for 2013-2015.
 - a. Add Step 15 to Level I (1.630), Level II (1.711), and Level III (1.792)
 - b. Step 20, All Levels, add \$400
 - c. Step 25, All Levels, add \$500
 - d. Step 27, All Levels, add \$600

B. **OPERATION OF THE SALARY SCHEDULE**

1. Determination of a teacher's appropriate level on the Berkshire School District current salary schedule shall be based upon total college credits accumulated at colleges or universities which are accredited by the Ohio State Department of Education. Credits earned at institutions not accredited by the State Department will not be accepted.

However, credits from a nonaccredited institution which have been accepted as transfer credits and included on the transcript of a State Department accredited institution shall be accepted. The Board may grant exceptions for certain specific and appropriate courses that are taken by those individuals who are on Level IV (Master's Degree) of the Berkshire School District's Teachers' Salary Schedule and are working towards Level V (Master's + 15 semester hours) or above.

2. The Salary Schedule Columns are:
 - a. Level I – Bachelor's Degree.
 - b. Level II – Bachelor's Degree plus fifteen (15) semester hours which must be received after the Bachelor's Degree.
 - c. Level III – Bachelor's Degree with one hundred fifty (150) semester hours which may be taken concurrent with the Bachelor's Degree and include the hours needed for the degree.
 - d. Level IV – Master's Degree.
 - e. Level V – Master's Degree plus fifteen (15) semester hours which must be received after the Master's Degree is earned. The equivalent of seven (7) semester hours must be in a directly related area of the teaching field(s) on the teaching certificate/license.
 - f. Level VI – Master's Degree plus thirty (30) semester hours.
3. In order to be eligible for a salary increment, a teacher must have taught at least one hundred twenty (120) days of the previous school year. The increments shall be given with the first pay in September of each school year.

4. In order to move to a higher pay level, evidence of necessary training must be filed with the local Superintendent of Schools not later than October 15 or February 15. The increase will be reflected retroactively to the beginning of the school year or the second semester respectively.

C. SUPPLEMENTAL SALARIES

1. Additional compensation beyond the regular salary will be paid to staff members who are performing special services requiring the assumption of extra responsibilities. Compensation will be made in accordance with special schedules on Appendices B-1 through B-3. Credit shall be given for total years of experience in each supplemental, not consecutive years of experience and without regard to program gender or level.
2. All supplemental positions, salaries and extended service shall be negotiated with the B.E.A. and be paid at the rates set forth in the Supplemental Salary Schedule.
3. If new positions are created by the Board, or if the responsibilities of existing positions are substantially altered, the compensation shall be negotiated by a committee of equal numbers appointed by the B.E.A. and the Superintendent. (Neither party shall have any control over the selection of the other party's representation.)
4. It is understood that an activity may have already begun while the compensation process proceeds. The resulting stipend shall be retroactively effective to the first day of the activity and shall be considered an addendum to the existing supplemental salary schedule. At the next negotiations' process, this addendum shall be added to the supplemental salary schedule.
5. Teachers hired for positions providing extended service shall be issued a supplemental contract stating the number of extended days and the teacher's per diem compensation rate.
6. All supplemental contracts shall be issued at the indicated index of the current year's base.

D. SALARY PAYMENTS

1. Salary payments shall be made in twenty-six (26) equal installments. The last pay date shall coincide with the 26th pay. Payments shall be made every other Friday in accord with the yearly pay schedule prepared annually by the Treasurer of the Board. Mid-year adjustments shall be based on the actual number of days worked under each pay rate and paid equally in the remaining pays. The summer paychecks/notification of direct deposits will be provided to members electronically.
2. All seasonal supplementary salaries shall be paid upon completion of the activity and submission of all required paperwork in the next regularly scheduled payroll date, but no longer than thirty days following the completion of the activity. Summer academic supplemental salaries shall be paid in the next regularly scheduled payroll date.

- E. PAYROLL DEDUCTIONS** – Payroll deductions are mandatory for teachers' retirement and income taxes. When authorized by the teacher, other deductions will be made for hospital insurance, health and accident insurance, tax sheltered annuities, credit union or savings institution accounts, B.E.A. dues and assessments, and EPAC contributions at no charge.

F. **PER DIEM RATE**

1. When deductions for unauthorized absence are made, they shall be based on the annual salary divided by the number of days in the school year (teaching days plus days of required meetings) multiplied by the days of absence.
2. Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives shall be equal to his/her annual salary divided by the number of days in the school year (teaching days plus days of required meetings) multiplied by the days of service minus all previous payments.

G. **TAX SHELTERED ANNUITY PROGRAM** – The Berkshire Board of Education approves payroll deductions for tax sheltered annuity plans for all certified/licensed employees under the following guidelines:

1. The company must be approved and licensed to do business in the State of Ohio.
2. Any company must have a minimum of five (5) contracts with employees of the Berkshire School District to be considered for payroll deductions.
3. All contact with employees must be made through the respective employee associations, but enrollment shall not be limited to members of employee associations.
4. The enrollment period will be from the first day of the contract year until the last day of the contract year. The effective date and any subsequent changes will be subject to IRS regulations.

H. **STRS PICKUP** – Effective with the first workday of each work year, the Board shall pickup the total employee contribution to STRS by effecting a uniform salary reduction equal to that contribution upon the employee's salary. For all other purposes except those pertaining to this pickup deferring this amount in relationship to taxes, the employee's salary shall still relate to the salary set herein in accordance with his/her placement on the salary schedule.

I. **TRAVEL ALLOWANCE WITHIN THE SCHOOL DISTRICT** – All personnel having assigned duties in more than one building during a school day and furnishing their own transportation will be paid at the Internal Revenue Service rate provided in Article V, Section I. Reimbursement forms provided by the Treasurer of the Board shall be completed by the person seeking reimbursement and delivered to the office of the Superintendent for his approval and payment.

J. **EXTENDED TIME** – Any teacher who is required to work more than one hundred eighty-three (183) days shall receive his/her per diem rate for each additional day worked.

K. **RETIREMENT INCENTIVE** – The Board shall pay twenty-five percent (25%) of the employee's last year's salary as a Retirement Incentive Bonus in the first year of eligibility under STRS rules. Thereafter, the Board shall pay ten percent (10%) of the employee's last year's salary as a Retirement Incentive Bonus up to year 34. Eligible employees must serve written notice to the Board of their retirement on or before April 30 of the year of their intended retirement.

Eligible employees in 2013-2014 must serve written notice to the Board of their retirement on or before April 30, 2015.

Employees eligible in 2014-2015 must serve written notice to the Board on or before April 30, 2016.

All employees must meet the following conditions:

1. Must have been employed in Berkshire Schools the past twelve (12) years.
2. The Board will establish a Section 457(b) *and* a 403(b) plan with VALIC Financial Advisors, Inc., an Ohio licensed annuity company. Such plans will serve as a vehicle for the payment of all or part of the severance as the employee chooses dependent upon age. Employees who reach 55 years of age or older, in the year of separation of employment, shall be mandated to the 403(b) plan for their severance money. Employees who will not reach 55 years of age in the year of separation of employment shall be placed in the 457(b) plan for their severance money.

The Incentive Bonus will be paid after the employee retires.

- L. **REPORT CARD RATING:** If the district earns an overall grade of A on the district report card, all teachers will receive two hundred fifty dollars (\$250).

ARTICLE XI

FRINGE BENEFITS

A. HOSPITALIZATION INSURANCE

1. The Board of Education shall provide hospitalization insurance through SuperMed Plus, which provides one hundred percent (100%) coverage within the network and eighty percent (80%) coverage outside of the network. Any change in healthcare insurance provider must be mutually agreed upon by the Board of Education and the Berkshire Education Association. If the company providing coverage changes during the contract duration, the new coverage must be at least as good as that offered by the previous provider.

Teachers who are enrolled in hospitalization insurance fringe benefits coverage provided by the Board shall contribute 15% of the monthly premium for their level of coverage not to exceed one hundred dollars (\$100) per month for single coverage, one hundred fifty dollars (\$150) per month for middle-level coverage, and two hundred dollars (\$200) per month for family coverage. The Board shall pay the remainder of the cost of the insurance premium. Such monthly contributions are to be done by payroll deduction, twice per month. Employee-paid deductibles per single shall be two hundred fifty (\$250) dollars and per family five hundred dollars (\$500). The Board shall establish and self-fund a reimbursement account for employees in order to refund eighty percent (80%) of the remaining co-insurance/high deductible as outlined in the policy with Medical Mutual. This co-insurance refund is to cover eighty percent (80%) of the in-network two thousand dollars (\$2,000) single, four thousand dollars (\$4,000) family less the aforementioned employee-paid deductibles or the out-of-network two thousand five hundred dollars (\$2,500) single, five thousand dollars (\$5,000) family less the aforementioned employee-paid deductibles. The Board self-funded reimbursement account shall be administered through a third party provider.

2. For new half-time (1/2) employees hired after July 1, 1990, the Board will pay half (1/2) the full premium price for single coverage, and in addition, will pay half (1/2) the premium price for the family plan. The Board shall continue to pay full premiums for those employed more than half time.
3. Employees on a leave of absence may continue hospitalization insurance coverage for a period of eighteen (18) months through the Board of Education by paying each month to the Treasurer the amount of the monthly premium.
4. **Opt-Out** – Any teacher who has other medical insurance coverage may elect to opt out of health insurance, dental insurance and optical reimbursement. Teachers shall receive two thousand dollars (\$2,000) for opting out of single coverage, three thousand dollars (\$3000) for opting out of middle-level coverage, and four thousand dollars (\$4,000) for opting out of family coverage. Teachers will receive the opt-out amount based on their level of health insurance coverage as of June 30th of the year preceding the opt out. Married couples who both are employed in the District are not eligible for this opt out. Employees may still elect life insurance coverage. Teachers must notify the Board of their intent to opt-out by August 25th of the current school year. Opt-out payment will be made on the first pay date in September of the following school year in a check separate from payroll.

- B. **PRESCRIPTION DRUG PLAN** – A prescription drug plan shall be part of the medical insurance coverage and subject to the deductibles as in Section A, 1.

- C. **SECTION 125 PLAN** – In consideration of the aforementioned conditions, the Board of Education will offer a Section 125 Plan that will allow for the establishment of: a Premium Pass-Through Account, an Unreimbursed Medical Spending Account, and a Dependent Care Account.
- D. **DENTAL PLAN**
1. The Board shall provide no less than the current dental insurance for either single or family for all employees under contract one-half time or more.
 2. The cost of preventative dental services shall be paid in full and shall not be part of the annual maximum allowable on other dental services.
 3. For new half-time (1/2) employees hired after July 1, 1990, the Board will pay the full premium price for single coverage, and in addition, will pay half (1/2) the premium price for the family plan. The Board shall continue to pay full premiums for those employed more than half time.
- E. **LIFE INSURANCE** – The Board will offer a fifty thousand dollar (\$50,000) life insurance plan to all teachers who work half-time or more during the year. The Board will select the carrier.
- F. **CHANGE OF CARRIER** – If the Board desires to change any insurance carrier, it shall inform the Association and verify that the specification and service are no less than current benefits.
- G. **OPTICAL REIMBURSEMENT** – The Board shall pay up to two hundred fifty dollars (\$250) per year reimbursement for the employee or employee's eligible dependents for optical expenses. Such reimbursement is non-cumulative. If the employee takes the opt-out, they and their dependents are not eligible for optical reimbursement.
- H. **BENEFIT CHANGES** – Any notice of changes to, sign-up for, benefits of any kind will be mailed via the U.S. mail to all members during the summer months. Such notifications sent during the school year will be sent via inter-office mail using personalized recipient labels.
- I. **TUITION-FREE SCHOOL FOR TEACHER'S DEPENDENTS** – All children of certified/licensed employees may attend the Berkshire Local Schools tuition-free with the following restrictions:
1. A written request for admission or re-admission must be made to the Superintendent at least thirty (30) days prior to the beginning of each school year. Students will only be admitted or re-admitted at the beginning of a new school year.
 2. Acceptance or re-acceptance will be based upon space available considerations. Space available will be determined by the Superintendent in consultation with the Building Administrator.
 3. If a certified/licensed employee resides in a contiguous school district to Berkshire, then the children of that certified/licensed employee in grades for which the Board has an Open Enrollment Policy will attend under Open Enrollment. Such students are guaranteed enrollment as per Board policy. Those certified/licensed employees enrolling their children under these conditions shall notify the Superintendent in writing by May 1 for enrollment during the following school year.
- J. **LIMITED TUITION ASSISTANCE**

The Board will appropriate the amount of twenty thousand (\$20,000) annually for the term of this contract for the purpose of assisting Berkshire teachers to earn graduate credit for courses and

approved workshops and/or on-line courses in connection with their professional responsibilities with the District.

Tuition assistance will be limited as follows:

1. Course work must be pre-approved by the Superintendent and Berkshire Professional Development Committee and must be graduate level in a college or university approved for teacher training by the Ohio Department of Education. On-line courses and workshops will not be considered for approval if a Member is receiving any kind of financial aid or other consideration.
2. Course work must be in the area of a teacher's present certification/licensure unless such course work is in a certification/licensed area designated as one of need for the District and approved by the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
3. Eligible applicants must have been a teacher in the Berkshire Local Schools for a period of three (3) years unless waived for specific educational reasons at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
4. Members obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) year following the completion of the course work. Any voluntary separation by the Member prior to this time will result in the obligation of the Member to repay the full amount of the tuition assistance within thirty (30) days of the separation from employment.
5. Interested applicants must submit a Tuition Assistance Request Form for approval prior to the beginning of the course work for which the employee is requesting reimbursement. The maximum reimbursement per request will be FIVE (5) quarter hours or THREE (3) semester hours. Once tuition assistance is approved, reimbursement will be processed by the Treasurer only upon receipt of a copy of the transcript indicating that the Member obtained a minimum grade of "B" in the course(s) and paid receipt showing actual costs incurred.
6. Reimbursement will be in conjunction with the contract year, September 1 through August 31. Therefore, the course must begin in the contract year in which the reimbursement is being requested. There will be no carryover of any unused portion of the appropriated amounts for tuition assistance.
7. The rate of reimbursement shall be the lesser of the actual tuition cost or one hundred twenty (\$120) per quarter hour/one hundred fifty dollars (\$150) per semester hour.
8. Tuition assistance will be granted on a first-come, first-served basis, as determined by the application date.

ARTICLE XII

RETIREMENT

A. SEVERANCE PAY UPON RETIREMENT

1. A teacher retiring from the Berkshire School System who is eligible for retirement benefits under the State Teachers Retirement System shall submit in writing such intentions to the Treasurer of the Berkshire Board of Education.
2. The employee shall provide a written resignation and evidence of eligibility for retirement benefits from the State Teachers Retirement System. When the employee has received full compensation and benefits due to the employee from the Board of Education, the employee shall receive severance pay as stipulated herein:
 - a. Accumulated sick leave is to be used for calculating severance pay. Only sick leave as recorded by the Treasurer will be used for calculating purposes.
 - b. When severance pay is issued, all accumulated sick leave is terminated and reduced to zero (0).
 - c. An employee shall receive severance pay only once and shall be an employee of the Berkshire School District immediately before retirement and have at least five (5) years of service in the Berkshire School District under STRS.
 - d. The per diem rate of an employee shall be calculated as stipulated on the salary schedule according to the position held at the time of retirement.
 - e. Formula for severance pay calculation is one-fourth (1/4) of accumulated sick leave days to a maximum of eighty (80) days, times final daily rate of salary only, no extracurricular or additional assignments.

- B. MEDICARE PAYMENT – Any employee sixty-five (65) years or older shall be eligible for reimbursement for Medicare B premium payments. Payment will be made upon the employee's retirement.

ARTICLE XIII

PROFESSIONAL CONCERNS

A. **FACULTY ADVISORY COUNCIL** – A faculty advisory council at each of the District’s buildings shall be organized to discuss pertinent school matters. The advisory council will meet a minimum of four (4) times each school year.

B. **GRADES**

1. No student’s grade shall be changed without consultation with the teacher.

2. Teachers shall use the Board approved electronic grade book program to track and record students’ grades. The Board will provide training to teachers on the program. Teachers must update students’ progress for each student in their class by the end of payday Friday, with the exception of elementary special teachers (music, art, gym and computer) who will update twice per semester. Each teacher shall be given personal internet access during the school day. Interims are no longer required.

ARTICLE XIV

TEACHER RIGHTS AND RESPONSIBILITIES

- A. **NONDISCRIMINATION** – The Board and the Association agree that neither party shall discriminate against each other or against any employee on the basis of race, color, creed, sex, religion, disability, genetic information, military status, or marital status as applied to the terms of this Contract.
- B. **REPRESENTATION** – On request a teacher shall have the right to have an Association representative present at an investigatory interview which the teacher reasonably believes may result in disciplinary action.
- C. **MEDICAL EXAMINATION** – Teachers are encouraged to be tested for tuberculosis annually.
- D. **USE OF TELEPHONES** – School telephones are provided to expedite intra-school communications and outside calls as necessary to conduct school business. School phones are for school business but may be used for personal calls when necessary. All long distance calls must be recorded by the person making the call. Incoming collect calls must be recorded by the person accepting the charges. The teacher shall promptly reimburse the Board for the costs of a personal call.
- E. **NONTEACHING DUTIES** – In assigning teachers to nonteaching duties such as bus duty and hall duty, the administration shall make every reasonable effort to select available staff members on an equitable basis.
- F. **COMPLAINTS AGAINST EMPLOYEES** – Before taking disciplinary action based on whole or in part on a complaint by a nonemployee of the Board, the affected teacher shall be advised of the nature of the complaint and the name of the person making it. Also, the teacher shall be given an opportunity to respond to the charges. Anonymous complaints and/or concerns cannot, in themselves, become a matter of record that would affect terms of employment.
- G. **PARENT-TEACHER CONFERENCES** – The Board shall grant compensatory time for scheduled “parent-teacher conference days.”
- H. **TEACHER PROTECTION** – The Board shall reimburse a teacher up to two hundred dollars (\$200) in compensation for personal property damages incurred as a result of actions properly taken by the teacher within the scope of his/her employment with the district. Such damages shall be documented by the employee to the satisfaction of the administration prior to any such reimbursement.
- I. **WORK ENVIRONMENT**
 - 1. The Board shall hire a Certificated/Licensed Nurse for the District.
 - 2. The Board shall not require any member of the bargaining unit to assist any student in taking medicine, aiding in medical procedures (with the exception of first aid) or assisting in student bodily functions. Ohio Revised Code 4723.02 requires medical personnel to handle medical procedures. This item does not apply to the school nurse.
 - 3. Training classes for dealing with students with special needs shall be offered at the Board's expense as needed/requested by the staff with approval of the Special Education Director.

J. **CURRICULUM DEVELOPMENT**

1. Employees who are requested or required to participate, during their instructional day, in curriculum development, in-service or district planning programs shall receive release time for necessary meetings not to exceed more than two meetings per quarter per employee.
2. Three PLC early release days shall be used for the purpose of preparing grades or report cards.

K. **LOUNGE** – Each building will have at least one faculty lounge. A cellular telephone, stored in the office, will be available for staff wishing to make private calls.

L. **INCLUSION ISSUES**

1. Release time may be provided for teachers to attend meetings whose primary purpose is to compile information and establish educational goals for students with Individual Education Plans. Such release time would be arranged through the special education coordinator on an as-needed basis. Special education secondary classroom teachers shall have one (1) day extended time at the individual teacher's per diem rate to be used prior to the beginning of the school year on a mutually agreed upon date.
2. Teacher of regular education students who are on a 504 plan or are being evaluated for a 504 plan, as well as those who are receiving the attention of the Intervention Assistance Team, may, in some cases, qualify for release time for team meetings. Such release time would be arranged through the building principal on an as-needed basis.
3. Any teacher required to attend meetings referenced in items #1 and #2 above, which occur outside the school day as defined in Article III, C., shall be compensated for such time at the hourly substitution rate established in Article IV, A., 3.
4. When curriculum modification is required to meet the plans established in items #1 and #2 above, release time will be determined mutually by the regular education classroom teacher, the coordinator of that student's plan, and the building principal.
5. Any teacher who has a student referenced in items #1 and #2 above must be notified by the student's plan coordinator when changes are made to the student's educational plan that affect the teacher's classroom responsibility.

M. **BERKSHIRE PROFESSIONAL DEVELOPMENT COMMITTEE (BPDC)**

1. Five (5) teachers will be appointed by the Association for two (2) year terms.
2. Two (2) representatives will be appointed by the Superintendent.
3. Stipends for the teacher appointees and the recorder will be determined by the supplemental contracts salary schedule (Appendix B).

N. **MENTORING/ENTRY YEAR PROGRAM**

1. The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring, coaching and guidance to foster professional growth of the individual, and assessment of the performance of resident educators.

2. Mentors

- a. **Qualifications** – Any teacher wishing to be considered to serve as a mentor shall have taught in the Berkshire Local School District for at least two (2) years and shall have taught for a total of at least four (4) years.
- b. **Selection** – Selection shall be made by the building principal. Whenever possible, mentors shall be from the same building and grade level/subject matter as the Resident Educator. No mentor shall have more than one first year Resident Educator at a time. Assignment of teachers as mentors will be voluntary. If there are no applicants, a teacher from the same building may be assigned. Mentors will be assigned no later than the first day of school or the first day of employment for anyone hired after school begins.
- c. **Training** – Teachers selected to be mentors for the first time shall be provided ODE approved training. Mentors shall be provided release time for training. Refresher training shall be provided as determined by the principal.
- d. **Confidentiality** – Mentors shall communicate directly with the Resident Educator and shall not discuss/report the performance/progress of the Resident Educator to any administrator, assessor, or other teacher. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of Resident Educator.
- e. **Release Time** – Each mentor shall be granted release time not to exceed eight (8) days per year for mentoring activities; said release time shall be separate from any other release time covered under this agreement.
- f. **Compensation** – Each mentor shall be granted a supplemental contract at the rate established in the supplemental salary schedule.

3. Resident Educator

- a. The Resident Educator shall be provided release time not to exceed six (6) days per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments.
- b. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process during the first year.

4. Protections

- a. At any time in the first nine (9) weeks of mentoring, either the mentor or the Resident Educator may exercise the option to have a new mentor assigned. In that the mentor and Resident Educator must operate in a trusting and comfortable relationship, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- b. Neither the evaluation of the Resident Educator nor the mentor shall be affected in any aspect by the entry year program or its demands.

5. **Program/Review Revisions**

- a. **Committee** – Mentor teachers, Resident Educators, and principals shall meet as a group with the Superintendent and/or his/her designee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent no later than May 15.
- b. **Association/Board** – Association and Board representatives shall meet to discuss the recommendations prior to the next school year.

- O. **KEYS** – Each building will set up a procedure for teachers to have equal access to keys or any type of electronic access that may be installed to gain entry to the building after school hours or during days when school is not in session.

ARTICLE XV

ASSOCIATION RIGHTS AND SECURITY

A. DUES AND FEES

1. **Voluntary Dues Deduction** – The Board will deduct Association dues from each unit member's pay provided that individual voluntarily authorizes such deductions in writing. The schedule for deductions and the procedures to be followed for the unit member authorization shall be mutually arranged between representatives of the Board and the Association. The Association and the Board will give written annual notification to the membership that dues deduction authorization may be withdrawn at any time during the life of this Contract. In order to withdraw the authorization, the unit member must send written notification to the Treasurer who shall send a copy to the O.E.A. Treasurer.

It shall be the Association's obligation to supply the Treasurer no later than November 1 with information for the current year's dues deductions, include unit members' names, building assignments, and the total amount to be deducted from each individual's pay. The Board's obligation under this provision shall cease in regard to any individual who ceases to earn pay or who leaves the Board's employment.

The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deduction of dues pursuant to this article.

2. **Fair Share Fee** – As the exclusive bargaining agent and holder of the contract for all members of the bargaining unit, the Association may assess and collect a service fee from all members of the bargaining unit which may be equal to but not exceed the dues of the United Teaching Profession.

The service fee shall be paid through membership in the Association or by separate payment of the fee by nonmembers of the Association.

The Association shall set its service fee in August for the subsequent September through August contract year. The Association shall notify each nonmember of the service fee by the end of each October. The service fee shall be made through payroll deduction at no charge to the Association unless the nonmember makes separate payment arrangements with the Association. If the nonmember alleges that the fee is improper under the provisions of O.R.C. 4117.09, he/she may file an appeal by giving notice to the Association President of a desire for a hearing. Such appeal must be filed within two (2) workweeks of the notice of the fee, or any claim shall be deemed to be waived by the nonmember. All timely appeals shall be heard through the Association's internal procedures, and reductions or rebates shall be given for any expenditure in support of partisan politics or ideological causes not germane to the work of the employee organization (BEA-OEA-NEA) in the realm of collective bargaining.

All current and new employees shall be informed by the employer of this provision which shall be included as part of all individual employment contracts prior to the beginning of each employment year. Acceptance of new or continued employment by the employee shall constitute knowledge of this contract section and acceptance that it is part of his/her conditions of employment as is the entire collective bargaining agreement.

Upon submission of proper proof of religious conviction, an employee may be exempted from the service fee under the standards and requirements of Ohio Revised Code 4117.09, Section C.

- B. **USE OF SCHOOL FACILITIES** – The Association may, by providing reasonable advance notice, use school buildings, facilities, and equipment, provided that such use shall not interfere with the normal operation of the schools or with other scheduled activities. The Association shall reimburse the Board for the costs of such use in accordance with past practice.
- C. **SCHOOL MAIL, BULLETIN BOARDS** – The Association may use in-school mailboxes and the inter-school mail. Further, a bulletin board or bulletin board section in each building shall be designated for Association use.
- D. **DIRECTORY** – The Association shall have the right to receive a directory, with timely updates, listing the names, addresses, phone numbers, and subject area and building assignments on record of all employees of the Board.
- E. **REPORTS TO ASSOCIATION PRESIDENT** – The Association President has the right to receive, in a timely fashion, copies of Board agendas, minutes, and monthly financial documents, and upon request such other public Board materials as are related to its role as bargaining representative.
- F. **ASSOCIATION MEMBERSHIP MEETING** – The Association has the right to one (1) hour of the workday on each Orientation Day for the Association to hold a general membership meeting.
- G. **NO REPRISALS** – Neither the Board nor the Association shall take reprisals against teachers for their lawful participation and support (or nonparticipation and nonsupport) of the Association; for holding office (or declaring to hold office) in the Association; for participation (or nonparticipation) in negotiations or the grievance procedure; for utilizing the benefits of this Contract, or for membership (or nonmembership) in the Association.
- H. **NO REPRISALS FOR STRIKING** – There shall be no reprisals of any kind taken by the Board collectively or as individuals nor by the Administration collectively or as individuals against the Berkshire Education Association or any Berkshire Education Association agent or individual employee of the district for their participation in the strike of September, 1987. No employee shall be nonrenewed, disciplined, adversely evaluated, transferred or deprived of benefits except for just cause as provided by the Board in writing citing the alleged problem(s).

ARTICLE XVI

FORM, EFFECT, AND DURATION

A. FORM

1. As soon as is reasonably possible after the parties have formally ratified this Contract, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Board shall have copies of the Contract printed booklet form and distributed to each employee. Employees hired thereafter shall also be furnished with a copy of the Contract upon employment.
2. **Cost of Preparation and Printing** – The Association shall prepare the final draft and any subsequent amendment(s) to the Contract. The Board shall bear the full cost for printing the Contract from the final draft and for any subsequent amendment(s) to the Contract.
3. **Copies for the Association's Use** – The Board shall provide twenty-five (25) copies of the printed Contract to the Association for the Association's use.

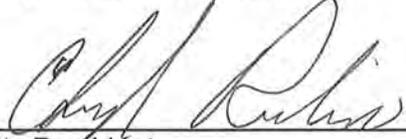
B. EFFECTS

1. This Contract represents the full understanding and commitment between the parties. This Contract may be changed only by negotiated amendment in writing properly signed and adopted by each party.
2. **Individual Contracts** – All individual contracts entered into between an employee and the Board shall be consistent with the terms and conditions of this Contract and compensation for bargaining unit positions shall not exceed those rates set forth in this Contract.
3. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools in accordance with Board and administration policies, rules and regulations, provided that the provisions of this Contract shall supersede and prevail over any conflicting provisions. Except to the extent limited by the express terms of this Contract, the Board reserves all rights and powers conferred upon it by law, and the Association expressly waives any right it otherwise might have to bargain with the Board over the exercise of its rights and powers during the term of this Contract except for mandatory subjects of bargaining not specifically addressed by this Contract.
4. **Severability**
 - a. **Legal Compliance** – If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to that extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - b. **Renegotiation of Invalid Provision** – Any provision of this Contract which is found contrary to law shall be renegotiated by the parties within fifteen (15) days after said finding is rendered.

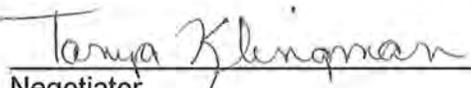
C. **DURATION** – All provisions of this Contract shall remain in full force and effect from September 1, 2013, through midnight, August 31, 2015.

The parties to this Contract signed this date November 18, 2013, as witnessed below.

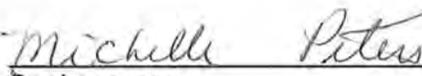
FOR THE ASSOCIATION



Its President



Negotiator

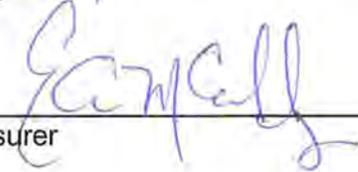


Spokesperson

FOR THE BOARD



Its President



Treasurer



Spokesperson

CERTIFIED												APPENDIX A-1	
2013/2014 SALARY SCHEDULE													
EXP	INDEX	I = BA	INDEX	II = BA+15	INDEX	III = BA+150	INDEX	IV = MA	INDEX	V = MA+15	INDEX	VI = MA+30	
0	1.000	32238	1.021	32915	1.042	33592	1.105	35623	1.126	36300	1.147	36977	
1	1.042	33592	1.067	34398	1.092	35204	1.161	37428	1.186	38234	1.211	39040	
2	1.084	34946	1.113	35881	1.142	36816	1.217	39234	1.246	40169	1.275	41103	
3	1.126	36300	1.159	37364	1.192	38428	1.273	41039	1.306	42103	1.339	43167	
4	1.168	37654	1.205	38847	1.242	40040	1.329	42844	1.366	44037	1.403	45230	
5	1.210	39008	1.251	40330	1.292	41651	1.385	44650	1.426	45971	1.467	47293	
6	1.252	40362	1.297	41813	1.342	43263	1.441	46455	1.486	47906	1.531	49356	
7	1.294	41716	1.343	43296	1.392	44875	1.497	48260	1.546	49840	1.595	51420	
8	1.336	43070	1.389	44779	1.442	46487	1.553	50066	1.606	51774	1.659	53483	
9	1.378	44424	1.435	46262	1.492	48099	1.609	51871	1.666	53709	1.723	55546	
10	1.420	45778	1.481	47744	1.542	49711	1.665	53676	1.726	55643	1.787	57609	
11	1.462	47132	1.527	49227	1.592	51323	1.721	55482	1.786	57577	1.851	59673	
12	1.504	48486	1.573	50710	1.642	52935	1.777	57287	1.846	59511	1.915	61736	
13	1.546	49840	1.619	52193	1.692	54547	1.833	59092	1.906	61446	1.979	63799	
14	1.588	51194	1.665	53676	1.742	56159	1.889	60898	1.966	63380	2.043	65862	
15	1.630	52548	1.711	55159	1.792	57770	1.945	62703	2.026	65314	2.107	67925	
20		52948		55559		58170		63103		65714		68325	
25		53448		56059		58670		63603		66214		68825	
27		54048		56659		59270		64203		66814		69425	

BERKSHIRE SUPPLEMENTALS

APPENDIX B

ACTIVITY NAME				2013/2014		
	0-3 Years	4-7 Years	8+ Years	0-3 Years	4-7 Years	8+ Years
CO-CURRICULAR						
AFS Advisor	0.015	0.025	0.035	484	806	1,128
AV Director	0.036	0.046	0.056	1,161	1,483	1,805
Band Director	0.050	0.060	0.070	1,612	1,934	2,257
Band Assistant	0.040	0.050	0.060	1,290	1,612	1,934
Class Advisor - Senior	0.020	0.030	0.040	645	967	1,290
Class Advisor - Junior	0.025	0.035	0.045	806	1,128	1,451
Class Advisor - Sophomore	0.015	0.025	0.035	484	806	1,128
Class Advisor - Freshman	0.015	0.025	0.035	484	806	1,128
Department Heads (8) (no free period)	0.080	0.090	0.100	2,579	2,901	3,224
NHS Advisor - HS	0.015	0.025	0.035	484	806	1,128
NHS Advisor - Jr. High	0.012	0.022	0.032	387	709	1,032
NHS Advisor - Spanish	0.012	0.022	0.032	387	709	1,032
Mentors -Year 1 and 2	0.040	0.050	0.060	1,290	1,612	1,934
Mentors – Year 3 and 4	0.020	0.025	0.030	645	806	967
Newspaper Advisor	0.025	0.035	0.045	806	1,128	1,451
Sixth Grade Camp (4)	0.040	0.050	0.060	1,290	1,612	1,934
Sixth Grade Camp Coordinator	0.050	0.060	0.070	1,612	1,934	2,257
Student Council - HS	0.030	0.040	0.050	967	1,290	1,612
Student Council - JHS	0.015	0.025	0.035	484	806	1,128
Student Council - Elementary (1)	0.013	0.023	0.033	419	741	1,064
8 th Grade Trip Coordinator	0.050	0.060	0.070	1,612	1,934	2,257
Yearbook Advisor	0.059	0.069	0.079	1,902	2,224	2,547
6 th Grade Math Counts Advisor	0.018	0.028	0.038	580	903	1,225
Junior High Math Counts Advisor	0.018	0.028	0.038	580	903	1,225
<u>ATHLETICS</u>						
Athletic Director - Middle School	0.080	0.090	0.100	2,579	2,901	3,224
Baseball - Head	0.130	0.140	0.150	4,191	4,513	4,836
Baseball - Assistant (2)	0.100	0.110	0.120	3,224	3,546	3,869
Baseball - Freshman	0.090	0.100	0.110	2,901	3,224	3,546
Basketball - Head Boys	0.180	0.190	0.200	5,803	6,125	6,448
Basketball - Assistant Boys (2)	0.150	0.160	0.170	4,836	5,158	5,480
Basketball - Freshmen Boys	0.130	0.140	0.150	4,191	4,513	4,836
Basketball - Jr. High Boys (2)	0.100	0.110	0.120	3,224	3,546	3,869
Basketball - Head Girls	0.180	0.190	0.200	5,803	6,125	6,448

ACTIVITY NAME	2013-2014					
	0-3 Years	4-7 Years	8+ Years	0-3 Years	4-7 Years	8+ Years
Basketball - Assistant Girls (2)	0.150	0.160	0.170	4,836	5,158	5,480
Basketball - Freshmen Girls	0.130	0.140	0.150	4,191	4,513	4,836
Basketball - Jr. High Girls (2)	0.100	0.110	0.120	3,224	3,546	3,869
Cheerleading - High School Fall	0.050	0.060	0.070	1,612	1,934	2,257
Cheerleading - High School Winter	0.050	0.060	0.070	1,612	1,934	2,257
Cheerleading - Jr. High Fall	0.040	0.050	0.060	1,290	1,612	1,934
Cheerleading - Jr. High Winter	0.040	0.050	0.060	1,290	1,612	1,934
Badgerette Advisor	0.050	0.060	0.070	1,612	1,934	2,257
Cross Country - Head Boys	0.130	0.140	0.150	4,191	4,513	4,836
Cross Country - Head Girls	0.130	0.140	0.150	4,191	4,513	4,836
Cross Country - Jr. High (1)	0.080	0.090	0.100	2,579	2,901	3,224
Faculty Manager	0.070	0.080	0.090	2,257	2,579	2,901
Faculty Manager - Assistant	0.050	0.060	0.070	1,612	1,934	2,257
Football - Head	0.180	0.190	0.200	5,803	6,125	6,448
Football - Assistant (4)	0.150	0.160	0.170	4,836	5,158	5,480
Football - Freshmen	0.130	0.140	0.150	4,191	4,513	4,836
Football - Jr. High (2)	0.080	0.090	0.100	2,579	2,901	3,224
Football - Jr. High Assistant (2)	0.080	0.090	0.100	2,579	2,901	3,224
Golf - Head Boys	0.090	0.100	0.110	2,901	3,224	3,546
Golf - Head Girls	0.090	0.100	0.110	2,901	3,224	3,546
Golf - Assistant	0.070	0.080	0.090	2,257	2,579	2,901
Soccer - Head Boys	0.130	0.140	0.150	4,191	4,513	4,836
Soccer - Head Girls	0.130	0.140	0.150	4,191	4,513	4,836
Soccer - Assistant (2)	0.080	0.090	0.100	2,579	2,901	3,224
Softball - Head	0.130	0.140	0.150	4,191	4,513	4,836
Softball - Assistant (2)	0.100	0.110	0.120	3,224	3,546	3,869
Softball - Freshman	0.090	0.100	0.110	2,901	3,224	3,546
Strength (2) (one-half year each)	0.040	0.050	0.060	1,290	1,612	1,934
Track - Head Boys	0.130	0.140	0.150	4,191	4,513	4,836
Track - Head Girls	0.130	0.140	0.150	4,191	4,513	4,836
Track - Assistant (2)	0.100	0.110	0.120	3,224	3,546	3,869
Track - Jr. High (3)	0.080	0.090	0.100	2,579	2,901	3,224
Volleyball - Head	0.130	0.140	0.150	4,191	4,513	4,836
Volleyball - Assistant (1)	0.100	0.110	0.120	3,224	3,546	3,869
Volleyball - Freshmen	0.090	0.100	0.110	2,901	3,224	3,546
Volleyball - Jr. High (2)	0.080	0.090	0.100	2,579	2,901	3,224
Wrestling - Head	0.180	0.190	0.200	5,803	6,125	6,448
Wrestling - Assistant (2)	0.150	0.160	0.170	4,836	5,158	5,480
Wrestling - Jr. High (2)	0.100	0.110	0.120	3,224	3,546	3,869

ACTIVITY NAME	2013-2014					
	0-3 Years	4-7 Years	8+ Years	0-3 Years	4-7 Years	8+ Years
EXTRA-CURRICULAR - MISCELLANEOUS						
BPDC - Chair	0.050	0.060	0.070	1,612	1,934	2,257
BPDC - Members (4)	0.030	0.040	0.050	967	1,290	1,612
BPDC - Recorder	0.040	0.050	0.060	1,290	1,612	1,934
BLCC & IAT (5)	0.040	0.050	0.060	1,290	1,612	1,934
Science Olympiad Jr. High	0.018	0.028	0.038	580	903	1,225
Drama - Thespian Advisor	0.050	0.060	0.070	1,612	1,934	2,257
Drama - Technical Director - Fall	0.026	0.036	0.046	838	1,161	1,483
Drama - Technical Director - Spring	0.026	0.036	0.046	838	1,161	1,483
Drama - Spring Musical Director	0.050	0.060	0.070	1,612	1,934	2,257
Drama - Spring Musical Assistant Director	0.048	0.058	0.068	1,547	1,870	2,192
Drama - Spring Musical Accompanist	0.014	0.024	0.034	451	774	1,096
Drama - Spring Musical Choreographer	0.014	0.024	0.034	451	774	1,096
Music - Coordinator	0.026	0.036	0.046	838	1,161	1,483
Music - Pep Band	0.018	0.028	0.038	580	903	1,225
Music - Show Choir	0.030	0.040	0.050	967	1,290	1,612
Pep Club	0.018	0.028	0.038	580	903	1,225
Project Love/AC4P	0.018	0.028	0.038	580	903	1,225
SADD/T.I.	0.018	0.028	0.038	580	903	1,225
Care Team	0.018	0.028	0.038	580	903	1,225
Interact Club	0.020	0.030	0.040	645	967	1,290
Power of the Pen	0.040	0.050	0.060	1,290	1,612	1,934

CERTIFIED												APPENDIX A-1	
2014/2015 SALARY SCHEDULE													
EXP	INDEX	I = BA	INDEX	II = BA+15	INDEX	III = BA+150	INDEX	IV = MA	INDEX	V = MA+15	INDEX	VI = MA+30	
0	1.000	32883	1.021	33574	1.042	34264	1.105	36336	1.126	37026	1.147	37717	
1	1.042	34264	1.067	35086	1.092	35908	1.161	38177	1.186	38999	1.211	39821	
2	1.084	35645	1.113	36599	1.142	37552	1.217	40019	1.246	40972	1.275	41926	
3	1.126	37026	1.159	38111	1.192	39197	1.273	41860	1.306	42945	1.339	44030	
4	1.168	38407	1.205	39624	1.242	40841	1.329	43702	1.366	44918	1.403	46135	
5	1.210	39788	1.251	41137	1.292	42485	1.385	45543	1.426	46891	1.467	48239	
6	1.252	41170	1.297	42649	1.342	44129	1.441	47384	1.486	48864	1.531	50344	
7	1.294	42551	1.343	44162	1.392	45773	1.497	49226	1.546	50837	1.595	52448	
8	1.336	43932	1.389	45674	1.442	47417	1.553	51067	1.606	52810	1.659	54553	
9	1.378	45313	1.435	47187	1.492	49061	1.609	52909	1.666	54783	1.723	56657	
10	1.420	46694	1.481	48700	1.542	50706	1.665	54750	1.726	56756	1.787	58762	
11	1.462	48075	1.527	50212	1.592	52350	1.721	56592	1.786	58729	1.851	60866	
12	1.504	49456	1.573	51725	1.642	53994	1.777	58433	1.846	60702	1.915	62971	
13	1.546	50837	1.619	53238	1.692	55638	1.833	60275	1.906	62675	1.979	65075	
14	1.588	52218	1.665	54750	1.742	57282	1.889	62116	1.966	64648	2.043	67180	
15	1.630	53599	1.711	56263	1.792	58926	1.945	63957	2.026	66621	2.107	69284	
20		53999		56663		59326		64357		67021		69684	
25		54499		57163		59826		64857		67521		70184	
27		55099		57763		60426		65457		68121		70784	

BERKSHIRE SUPPLEMENTALS

APPENDIX B

ACTIVITY NAME				2014/2015		
	0-3 Years	4-7 Years	8+ Years	0-3 Years	4-7 Years	8+ Years
CO-CURRICULAR						
AFS Advisor	0.015	0.025	0.035	493	822	1,151
AV Director	0.036	0.046	0.056	1,184	1,513	1,841
Band Director	0.050	0.060	0.070	1,644	1,973	2,302
Band Assistant	0.040	0.050	0.060	1,314	1,644	2,973
Class Advisor - Senior	0.020	0.030	0.040	658	986	1,315
Class Advisor - Junior	0.025	0.035	0.045	822	1,151	1,480
Class Advisor - Sophomore	0.015	0.025	0.035	493	822	1,151
Class Advisor - Freshman	0.015	0.025	0.035	493	822	1,151
Department Heads (8) (no free period)	0.080	0.090	0.100	2,631	2,959	3,288
NHS Advisor - HS	0.015	0.025	0.035	493	822	1,151
NHS Advisor - Jr. High	0.012	0.022	0.032	395	723	1,052
NHS Advisor - Spanish	0.012	0.022	0.032	395	723	1,052
Mentors -Year 1 and 2	0.040	0.050	0.060	1,315	1,644	1,973
Mentors – Year 3 and 4	0.020	0.025	0.030	658	822	986
Newspaper Advisor	0.025	0.035	0.045	822	1,151	1,480
Sixth Grade Camp (4)	0.040	0.050	0.060	1,315	1,644	1,973
Sixth Grade Camp Coordinator	0.050	0.060	0.070	1,644	1,973	2,302
Student Council - HS	0.030	0.040	0.050	986	1,315	1,644
Student Council - JHS	0.015	0.025	0.035	493	822	1,151
Student Council - Elementary (1)	0.013	0.023	0.033	427	756	1,085
8 th Grade Trip Coordinator	0.050	0.060	0.070	1,644	1,973	2,302
Yearbook Advisor	0.059	0.069	0.079	1,940	2,269	2,598
6 th Grade Math Counts Advisor	0.018	0.028	0.038	592	921	1,250
Junior High Math Counts Advisor	0.018	0.028	0.038	592	921	1,250
<u>ATHLETICS</u>						
Baseball - Head	0.130	0.140	0.150	4,275	4,604	4,932
Baseball - Assistant (2)	0.100	0.110	0.120	3,288	3,617	3,946
Baseball - Freshman	0.090	0.100	0.110	2,959	3,288	3,617
Basketball - Head Boys	0.180	0.190	0.200	5,919	6,248	6,577
Basketball - Assistant Boys (2)	0.150	0.160	0.170	4,932	5,261	5,590
Basketball - Freshmen Boys	0.130	0.140	0.150	4,275	4,604	4,932
Basketball - Jr. High Boys (2)	0.100	0.110	0.120	3,288	3,617	3,946
Basketball - Head Girls	0.180	0.190	0.200	5,919	6,248	6,577

ACTIVITY NAME				2014-2015		
	0-3 Years	4-7 Years	8+ Years	0-3 Years	4-7 Years	8+ Years
Basketball - Assistant Girls (2)	0.150	0.160	0.170	4,932	5,261	5,590
Basketball - Freshmen Girls	0.130	0.140	0.150	4,275	4,604	4,932
Basketball - Jr. High Girls (2)	0.100	0.110	0.120	3,288	3,617	3,946
Cheerleading - High School Fall	0.050	0.060	0.070	1,644	1,973	2,302
Cheerleading - High School Winter	0.050	0.060	0.070	1,644	1,973	2,302
Cheerleading - Jr. High Fall	0.040	0.050	0.060	1,315	1,644	1,973
Cheerleading - Jr. High Winter	0.040	0.050	0.060	1,315	1,644	1,973
Badgerette Advisor	0.050	0.060	0.070	1,644	1,973	2,302
Cross Country - Head Boys	0.130	0.140	0.150	4,275	4,604	4,932
Cross Country - Head Girls	0.130	0.140	0.150	4,275	4,604	4,932
Cross Country - Jr. High (1)	0.080	0.090	0.100	2,631	2,959	3,288
Faculty Manager	0.070	0.080	0.090	2,302	2,631	2,959
Faculty Manager - Assistant	0.050	0.060	0.070	1,644	2,973	2,302
Football - Head	0.180	0.190	0.200	5,919	6,248	6,577
Football - Assistant (4)	0.150	0.160	0.170	4,932	5,261	5,590
Football - Freshmen	0.130	0.140	0.150	4,275	4,604	4,932
Football - Jr. High (2)	0.080	0.090	0.100	2,631	2,959	3,288
Football - Jr. High Assistant (2)	0.080	0.090	0.100	2,631	2,959	3,288
Golf - Head Boys	0.090	0.100	0.110	2,959	3,288	3,617
Golf - Head Girls	0.090	0.100	0.110	2,959	3,288	3,617
Golf - Assistant	0.070	0.080	0.090	2,302	2,631	2,959
Soccer – Head Boys	0.130	0.140	0.150	4,275	4,604	4,932
Soccer – Head Girls	0.130	0.140	0.150	4,275	4,604	4,932
Soccer – Assistant (2)	0.080	0.090	0.100	2,631	2,959	3,288
Softball - Head	0.130	0.140	0.150	4,275	4,604	4,932
Softball - Assistant (2)	0.100	0.110	0.120	3,288	3,617	3,946
Softball - Freshman	0.090	0.100	0.110	2,959	3,288	3,617
Strength (2) (one-half year each)	0.040	0.050	0.060	1,315	1,644	1,973
Track - Head Boys	0.130	0.140	0.150	4,275	4,604	4,932
Track - Head Girls	0.130	0.140	0.150	4,275	4,604	4,932
Track - Assistant (2)	0.100	0.110	0.120	3,288	3,617	3,946
Track - Jr. High (3)	0.080	0.090	0.100	2,631	2,959	3,288
Volleyball - Head	0.130	0.140	0.150	4,275	4,604	4,932
Volleyball - Assistant (1)	0.100	0.110	0.120	3,288	3,617	3,946
Volleyball - Freshmen	0.090	0.100	0.110	2,959	3,288	3,617
Volleyball - Jr. High (2)	0.080	0.090	0.100	2,631	2,959	3,288
Wrestling - Head	0.180	0.190	0.200	5,919	6,248	6,577
Wrestling - Assistant (2)	0.150	0.160	0.170	4,932	5,261	5,590
Wrestling - Jr. High (2)	0.100	0.110	0.120	3,288	3,617	3,946

ACTIVITY NAME	2014-2015					
	0-3 Years	4-7 Years	8+ Years	0-3 Years	4-7 Years	8+ Years
EXTRA-CURRICULAR - MISCELLANEOUS						
BPDC - Chair	0.050	0.060	0.070	1,644	1,973	2,302
BPDC - Members (4)	0.030	0.040	0.050	986	1,315	1,644
BPDC - Recorder	0.040	0.050	0.060	1,315	1,644	1,973
BLCC & IAT (5)	0.040	0.050	0.060	1,315	1,644	1,973
Science Olympiad Jr. High	0.018	0.028	0.038	592	921	1,513
Drama - Thespian Advisor	0.050	0.060	0.070	1,644	1,973	2,302
Drama - Technical Director - Fall	0.026	0.036	0.046	855	1,184	1,513
Drama - Technical Director - Spring	0.026	0.036	0.046	855	1,184	1,513
Drama - Spring Musical Director	0.050	0.060	0.070	1,644	1,973	2,302
Drama - Spring Musical Assistant Director	0.048	0.058	0.068	1,578	1,907	2,236
Drama - Spring Musical Accompanist	0.014	0.024	0.034	460	789	1,118
Drama - Spring Musical Choreographer	0.014	0.024	0.034	460	789	1,118
Music - Coordinator	0.026	0.036	0.046	855	1,184	1,513
Music - Pep Band	0.018	0.028	0.038	592	921	1,250
Music - Show Choir	0.030	0.040	0.050	986	1,315	1,644
Pep Club	0.018	0.028	0.038	592	921	1,250
Project Love/AC4P	0.018	0.028	0.038	592	921	1,250
SADD/T.I.	0.018	0.028	0.038	592	921	1,250
Care Team	0.018	0.028	0.038	592	921	1,250
Interact Club	0.020	0.030	0.040	645	967	1,290
Power of the Pen	0.040	0.050	0.060	1,315	1,644	1,973

GRIEVANCE PROCEDURE FORM

APPENDIX C

AGGRIEVED PERSON, PERSONS, AND/OR THE ASSOCIATION:

ADDRESS: _____ PHONE: _____

SCHOOL: _____ PRINCIPAL: _____

DATE GRIEVANCE OCCURRED: _____ DATE OF FORMAL FILING: _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED:

INITIATED ON STEP: _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Have you discussed this with your Principal or the lowest level administrator who has the authority to resolve the problem?

Yes _____

No _____

If YES, what action has been taken so far?

Grievant and/or Association Representative

GRIEVANCE DECISIONS

STEP I (FORMAL) DECISION

DATE: _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Representative

STEP II (SUPERINTENDENT) DECISION

DATE: _____ SIGNATURE _____
Superintendent

SIGNATURE _____
Grievant and/or Association Representative

STEP III (BOARD) DECISION

DATE: _____ SIGNATURE _____
Board President

SIGNATURE _____
Grievant and/or Association Representative

(Where decision requires additional space, attach pages as necessary)

BERKSHIRE EDUCATION ASSOCIATION

APPLICATION TO USE DONATED SICK LEAVE

Article V

Donated Sick Leave:

- A. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher and has exhausted all of his/her accumulated sick leave, other bargaining unit members may donate up to five (5) days each of their accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days' absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Teachers whose sick leave has been depleted by intermittent use shall not qualify for this benefit.
- B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- C. Donation of sick leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- D. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.
- E. A teacher requesting donated sick leave shall notify the Superintendent and the Association in writing.

PLEASE CHECK ONE:

I wish to donate _____ days of my accumulated sick leave to _____.

I wish to apply for _____ days of donated sick leave.

I understand that all accumulated sick leave must be exhausted before I can receive days. I also understand that any sick leave that accumulates by me during my absence will be deducted before days from donated will be used.

Signature

Date

BERKSHIRE BOARD OF EDUCATION

PERSONAL LEAVE REQUEST

(YELLOW PAPER)

NAME: _____ DATE: _____

POSITION: _____ BUILDING: _____

DATE:	TIME:	TIME:	TIME USED:
TOTAL TIME USED:			
TOTAL DAYS USED:			

must be completed by employee

As of _____, employee has
(date)

_____ personal days available

_____ days requested

_____ balance

Employee Signature: _____

Supervisor Signature: _____

Superintendent Signature: _____

BERKSHIRE EDUCATION ASSOCIATION

ASSOCIATION LEAVE FORM

_____ will be absent on
B.E.A. Member Name

_____ for the purpose of conducting Association
Date of Absence

business in accordance with Article V, Section J.

_____ A substitute will be needed for one-half day: _____ AM _____ PM

_____ A substitute will be needed for a full day.

B.E.A. President

Date

Berkshire School District
Administrative Assistance Plan

Name: _____ Assignment _____

Evaluator: _____ Date: _____

Areas needing improvement:

Suggested Resources:

Professional Development Opportunities:

Outline for plan of action:

Step Toward Improvement	Teacher Role	Evaluator Role	Date to be Accomplished	Means of Evaluation

Review Date: _____ Evaluator Signature: _____
Teacher Signature: _____

Teacher _____ Has / _____ Has Not utilized suggested measures toward improvement.

Comments:

COACH EVALUATION FORM

APPENDIX I

Name of Coach _____

Sport _____ Date _____

Based on the evaluator's appraisal of the coach's performance, check the appropriate response.

Rating scale: E – Excellent NA – Not applicable
 S – Satisfactory
 N – Needs some improvement
 U – Unsatisfactory

Handling of Paperwork:

- a. turns in paperwork in a timely fashion _____
- b. turns in pay to play _____
- c. maintains adequate records, statistics _____
- d. cooperates in scheduling _____
- e. maintains proper contacts with news media _____

Handling of Equipment:

- a. provides an adequate system for management of equipment; this includes issuing, collecting, and accounting for all equipment _____
- b. submits equipment requests and inventories on time _____

Relationship with Parents and Community:

- a. has mandatory parent meeting _____
- b. maintains proper rapport with parents _____
- c. communicates policies and procedures _____
- d. maintains a positive relationship with community groups, booster organization _____

Follows League and State Regulations:

- a. abides by district, CVC, and OHSAA policies _____
- b. attends league meetings, rules interpretations, and coaches meetings _____
- c. behaves in a professional manner at all times _____
- d. leads by example in good sportsmanship _____
- e. willing to go the extra mile for the welfare of the program and the participants _____

Relationship with Administration:

- a. cooperates with school administration in promoting the total school program _____
- b. cooperates with other coaches, staff members, programs, and departments _____

Coaching Responsibilities:

- a. keeps informed of modern trends, techniques, and strategies _____
- b. appropriately delegates duties to assistants and effectively assists them in their responsibilities _____
- c. organizes, supervises, coordinates with assistants _____
- d. plans and prepares for daily practices and/or contest _____
- e. evaluates practice sessions and contest fairly _____

Relationship with Players:

- a. shows concern for player development _____
- b. has an open line of communication with players _____
- c. discipline is firm but fair _____
- d. enforces training rules and athletic policy _____
- e. does not show favoritism _____

Overall opinion of this coach's performance: _____

Comments:

Recommendations for improvement:

This signature of the coach indicates only that all phases of the evaluation have been conducted with the full knowledge of the coach.

Athletic Director's Signature _____

Coach's Signature _____

Principal's Signature _____

Date _____

Original form – Coach
Copy – Athletic Director

TUITION ASSISTANCE REQUEST FORM

APPENDIX L

Name: _____ Date: _____

Building: _____ Present Assignment: _____

Area(s) of Licensure: _____

University/College: _____

Course Title & Number: _____

Date course begins (Courses beginning after August 31 will not be available for reimbursement until the next contract year):

Relationship to Applicant's professional license and teaching position with District:

No. of hours _____ SEMESTER / QUARTER HOURS (circle one)

Tuition Rate per Hour _____

I am not receiving financial aid or any other form of assistance with regard to the above course work. I further understand that in order to obtain reimbursement, I must submit an official transcript demonstrating a grade of at least a "B" in addition to actual paid receipts for tuition.

Teacher

LPDC USE

Date Received: _____

LPDC Signature _____ Date: _____

Superintendent's Office

Date of receipt of application _____ Time of Receipt _____
(NCR FORM)

Course Approved _____ Course Disapproved _____

Superintendent/Designee Date: _____

c: Treasurer
Member

BERKSHIRE LOCAL SCHOOL DISTRICT

WORKER'S COMPENSATION ACCIDENT REPORT

NAME: _____	Date of Injury: _____ Time of Injury: _____ Date Reported to Supervisor: _____
ACCIDENT LOCATION: Building: _____ Or Address: _____ City: _____ State: _____ ZIP: _____ Phone: _____	
NATURE OF INJURY: _____ _____ _____ _____	
DESCRIBE ACCIDENT: _____ _____ _____ _____ _____	
Where you performing regular occupation at time of accident? ___ Yes ___ NO	
Were you hospitalized? ___ Yes ___ No If yes, name of hospital: _____	
Name of witness: _____ Phone Number: _____	
Employee Signature: _____	Date: _____
Supervisor Signature: _____	Date: _____
Superintendent's Signature: _____	Date: _____

**FAILURE TO REPORT NATURE OF INJURY WITHIN 24 HOURS
COULD RESULT IN DELAY OF CLAIM PROCESSING!**



**Berkshire Local Schools
SuperMed Plus**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Age 26	
Older Age Child	Age 28	
	Removal at End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	3 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$4,000/\$8,000	\$4,000/\$8,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	UNLIMITED
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
All immunizations (all ages; all causes)	100% after deductible	80% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (One exam per benefit period)	100% (NO Deductible)	80% after deductible
Well Child Care Services including Exam and Immunizations (To age nine)	100% (NO Deductible)	80% after deductible
Well Child Care Laboratory Tests (To age nine)	100% (No Deductible)	80% after deductible
Routine Mammogram (One per benefit period)	100% (No Deductible)	80% after deductible
Routine Pap Test (One per benefit period)	100% (No Deductible)	80% after deductible
Routine Vision Exam (One per benefit period)	100% (No Deductible)	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, one each per benefit period)	100% (No Deductible)	80% after deductible
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical & Occupational Therapy - Facility and Professional (60 <i>combined</i> visits per benefit period)	100% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (20 visits per benefit period)	100% after deductible	80% after deductible
Speech Therapy – Facility and Professional (30 visits per benefit period)	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	100% after deductible
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible
Prescription Drugs²	100% after deductible	

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (30 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	80% after deductible
Ambulance	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Home Healthcare (50 visits per benefit period)	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid based on corresponding Medical benefits.	
Outpatient Mental Health and Substance Abuse Services <i>Biofeedback is covered</i>	Benefits paid based on corresponding Medical benefits.	

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

Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.
Deductible expenses incurred for services by a network provider will also apply to the non-network deductible.

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

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

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

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

¹Maximum family deductible. Member deductible is the same as single deductible.

²Failure to present an ID card may result in decreased benefits.

Pre-Observation Interview Teacher Evaluation Form

Teacher _____ **Administrator** _____

Today's Date _____ Observation Date _____

Interview Start Time _____ Interview End Time _____

Room no. _____ (Must take place in classroom of observation)

Name of Course _____ Level _____

Period _____

1a. What are your objectives or goals for the lesson? How will you measure them?

1b. How do they relate to state/content standards?

2a. When planning the lesson, were any accommodations made? Explain

3a. What prerequisite knowledge do students need to be successful in reaching the goals/objectives of this lesson?

3b. How will this connect to future learning?

3c. How did you become familiar with students' cultural/personal background and learning styles?

- 4a. Do you plan specific strategies that will meet the needs of individual students or groups of students?

- 4b. How does this lesson relate to other disciplines?

- 5a. What teaching strategies have you selected to help achieve your learning goals?

- 6a. What activities have you planned for the class? Why?

- 7a. What materials will you be using for the lesson?

- 7b. How will these materials help your students reach the learning goals for the lesson?

- 7c. How do/will you check for student understanding?

- 8a. What routines do you have established in your room?

- 8b. What is your classroom management system?

Post-Observation Interview Teacher Evaluation Form

Teacher _____

Administrator _____

Today's Date _____

Observation Date _____

Post conf. Start Time _____

Post conf. End Time _____

Room no. _____ (Must take place in classroom of observation)

Name of Course _____ Level _____Period _____

- 1a. Thinking of your objectives or goals for the lesson, did you accomplish what you wanted to? Explain.
- 1b. Did the students learn what you wanted them to learn? How do you know?
2. Did you change any anything from what you had planned to do? If so, when and why?
- 3a. If you could teach this class over again, what would you do differently? Why?

- 4a. Do you coordinate learning activities or discuss student performance with other teachers to contribute to student learning? Explain.

- 4b. What forms of communication do you use with students and parents or guardians to contribute to student learning? Give examples.

5. Do you or have you participated in other school related activities besides teaching that are important in making the school year run smoothly? List.

6. Do you have an IPDP on file? Is it current?

7. Is there anything else you would like to include in your evaluation?

(Attach additional pages as needed or any forms of evidence to this page)

Berkshire Walk-Through Observation Form

Teacher _____ Start Time _____

First 10 minutes _____

Observer _____ End Time _____

Middle of class _____

Subject _____ Years Taught _____

Last 10 Minutes _____

The Students Were:

- Working in groups
- On task in challenging/engaging work
- Taking a test or quiz
- Completing an assignment
- Reading
- Using technology
- Listening to teacher/ taking notes
- Q& A session with teacher
- Speaking or presenting to the class
- Watching a video
- Transitioning between activities
- In Lab, cooking or doing experiments
- In class, downtime

The Teacher Was:

- Specifying expectations or desired behavior
- Lecturing/presenting or assigning to the group
- Conferencing with students/small groups
- Facilitating small groups
- Reading to students
- Engaged in Q&A with students
- Using ample wait time
- Modeling or demonstrating a task
- Transitioning students between activities
- Circulating about classroom
- Checking papers or homework
- Using technology
- Writing on Board
- Working at Desk

Classroom Climate/Environment/Rapport:

Observed

- Objectives/ Learning targets conveyed to Students
- Procedures in place and being used
- Appropriate student praise
- Instruction appropriate to students
- Student work displayed
- Respectful behavior in class
- Effective time management

Observed

- Providing specific constructive feedback
- Positive interactions with students
- Connections with prior learning
- Equitable, consistent application of rules
- Real world connections/student interests
- Assessment of learning
- Re-teaching/ re-learning material

Notes/ Suggestions/ Comments:

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> 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				
INSTRUCTIONAL PLANNING	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> 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.</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>
	Evidence				

INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data 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>Evidence</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>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ 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>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ 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 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>
Evidence					

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>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>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>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>Evidence</p>					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<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 group 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 is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations 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 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 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 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 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 student misunderstandings by providing additional clarification.</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>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>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 provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>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.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>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.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>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.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

BERKSHIRE SCHOOL DISTRICT
ADMINISTRATIVE ASSISTANCE PLAN

NAME: _____

ASSIGNMENT: _____

Evaluator: _____ Date: _____

Areas needing improvement:

Suggested Resources:

Professional Development Opportunities:

Outline for plan of action:

Step toward Improvement	Teacher Role	Evaluator Role	Date to be Accomplished	Means of Evaluation

Review Date: _____

Evaluator Signature: _____

Teacher Signature: _____

Teacher _____ Has / _____ Has Not utilized suggested measures toward improvement.

Comments:

BERKSHIRE LOCAL SCHOOL DISTRICT

Teacher Evaluation to Enhance Professional Practice

FORM A

Name _____

Building _____ Evaluator _____ Assignment _____ Date _____

The following criteria will be used to rate the individual statements below:

- 4 Accomplished 1. The professional exhibits the highest level of performance.
- 3 Skilled 2. The professional exhibits an average level of performance.
- 2 Developing 3. The professional exhibits a minimal level of performance.
- 1 Ineffective 4. The professional does not exhibit this performance.
- NO Not Observed 5. The performance was not observed.

A preponderance of proficient and distinguished skills or attributes in the core competencies is required for continued employment in the Berkshire Schools. An Administrative Assistance Plan (AAP) will be developed for any item deemed unsatisfactory.

Pre-Observation Conference:

Pre-Observation Form: _____ Date: _____

Observation 1 - Date: _____ Time in _____ Time out _____

Observation 2 - Date: _____ Time in _____ Time out _____

Post-Observation Conference Date: _____

Evaluation Submitted Date: _____

Teacher Signature: _____

(Must return signed evaluation with-in five working days. Signatures indicates receipt of this document and not necessarily agreement with its content.)

Administrator Signature: _____

Contract Status (if applicable)

Renewal Recommended: _____ Conditional: _____ Non-Renewal: _____ Terminated: _____

Domain A Score/Rating: _____ Domain C Score/Rating: _____ Overall Evaluation Score/
Rating: _____

Domain B Score/Rating: _____ Domain D Score/Rating: _____

DOMAIN A: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

AREAS FOR COMMENDATION:

AREAS NEEDING IMPROVEMENT:

PLANS FOR PROFESSIONAL GROWTH:

(additional pages attached as necessary)

DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

AREAS FOR COMMENDATION:

AREAS NEEDING IMPROVEMENT:

PLANS FOR PROFESSIONAL GROWTH:

(additional pages attached as necessary)

DOMAIN C: TEACHING FOR STUDENT LEARNING

AREAS FOR COMMENDATION:

AREAS NEEDING IMPROVEMENT:

PLANS FOR PROFESSIONAL GROWTH:

(additional pages attached as necessary)

DOMAIN D: TEACHER PROFESSIONALISM

AREAS FOR COMMENDATION:

AREAS NEEDING IMPROVEMENT:

PLANS FOR PROFESSIONAL GROWTH:

(additional pages attached as necessary)

DOMAIN E: PERSONAL AND PROFESSIONAL CHARACTERISTICS

- _____ The teacher implements the district's goals, philosophies, and policies.
- _____ The teacher exhibits enthusiasm.
- _____ The teacher exhibits personal integrity.
- _____ The teacher exhibits initiative.
- _____ The teacher exhibits poise and self-control.
- _____ The teacher does what is requested by their supervisor in an appropriate and timely manner.
- _____ The teacher is an effective listener.
- _____ The teacher exhibits neat personal appearance.
- _____ The teacher works cooperatively with district personnel.
- _____ The teacher uses effective communication and problem-solving skills.
- _____ The teacher shows concern for students' well-being.

AREAS FOR COMMENDATION:

AREAS NEEDING IMPROVEMENT:

PLANS FOR PROFESSIONAL GROWTH:

(additional pages attached as necessary)

BERKSHIRE SCHOOL DISTRICT TEACHER EVALUATION RUBRIC

DOMAIN A: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

1. The teacher demonstrates knowledge of content and pedagogy.

1 - Ineffective	2 - Developing	3 - Proficient	4 - Accomplished
Teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or of the instructional practices specific to that discipline.	Teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relations between them and of the instructional practices specific to that discipline.	Teacher's plans and practice reflect solid knowledge of the content, prerequisite relations between important concepts and of the instructional practices specific to that discipline.	Teacher's plans and practice reflect extensive knowledge of the content and of the structure of the discipline. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.

2. The teacher demonstrates knowledge of the students' background and experiences.

1 - Ineffective	2 - Developing	3 - Proficient	4 - Accomplished
Teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge for the class as a whole.	Teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge for the class as a whole.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests and special needs and attains this knowledge for groups of students.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests and special needs from a variety of sources, and attains this knowledge for individual students.

3. The teacher demonstrates the ability to set instructional goals appropriate to the students and content of the lesson.

1 - Ineffective	2 - Developing	3 - Proficient	4 - Accomplished
Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning but teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and are capable of assessment. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and are adapted, where necessary, to the needs of individual students.

4. The teacher selects a variety of teaching methods, learning activities and instructional materials/resources appropriate to the students and content of the lesson.

1 - Ineffective	2 - Developing	3 - Proficient	4 - Accomplished
Teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. Teacher does not seek such knowledge.	Teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. Teacher does not seek to extend such knowledge.	Teacher is fully aware of the range of resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	Teacher seeks out varied resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.

5. The teacher demonstrates an ability to design coherent instruction which connect previous, current and future content.

1 - Ineffective	2 - Developing	3 - Proficient	4 - Accomplished
The series of learning experiences are poorly aligned with the instructional outcomes and do not represent a coherent structure. They are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit displays a highly coherent structure.

6. The teacher demonstrates the ability to select a variety of evaluation strategies which are appropriate to the students and content of the lesson.

1 - Ineffective	2 - Developing	3 - Proficient	4 - Accomplished
Teacher's approach to assessing student learning contains no clear criteria or standards, lacks congruence with the instructional goals, or is inappropriate to many students. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals, without clear criteria, and inappropriate for at least some students. Teacher plans to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals, using clear criteria, is appropriate to the needs of students. Teacher uses assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional goals, with clear criteria and standards that show evidence of student participation in their development. Assessment methodologies may have been adapted for individuals, and the teacher uses assessment results to plan future instructions for individual students.

BERKSHIRE SCHOOL DISTRICT TEACHER EVALUATION RUBRIC

DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

_____ 1. The Teacher creates a climate that promotes fairness and rapport with students.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, or individual differences and characterized by sarcasm, put-downs, or conflict.	Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or individual differences among students.	Classroom interactions, between teacher and students and among students are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and individual differences among groups of students.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and individual differences. Students themselves ensure high levels of civility among members of the class.

_____ 2. The teacher communicates challenging learning expectations to each student.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.	Teacher's attempt to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only "going through the motions."	The classroom culture is characterized by high expectations for most students, genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.	High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject, and all students hold themselves to high standards of performance, for example, by initiating improvements to their work.

_____ 3. The teacher establishes and maintains consistent standards of classroom behavior.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, are either nonexistent or inefficient, resulting in the loss of much instructional time. There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive, or disrespectful of student dignity.	Classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, have been established but function unevenly or inconsistently, with some loss of instructional time. It appears that the teacher has made an effort to establish standards of conduct for students, tries to monitor student behavior and respond to student misbehavior, but these efforts are not always successful.	Classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, have been established and function smoothly, with little loss of instructional time. Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. Teacher response to student misbehavior is appropriate and respectful to students.	Classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, are seamless in their operation, with students assuming considerable responsibility for their smooth functioning. Standards of conduct are clear, with evidence of student participation in setting them. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.

_____ 4. The teacher makes the physical environment safe and conducive to learning.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a significant mismatch between the physical arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to most students, but the physical arrangement only partially supports the learning activities. Teacher's use of physical resources, including computer technology, is moderately effective.	Teacher's classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement supports the learning activities. Teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.

BERKSHIRE LOCAL SCHOOL DISTRICT TEACHER EVALUATION RUBRIC

DOMAIN C: TEACHING FOR STUDENT LEARNING

_____ 1. The teacher demonstrates an ability to communicate clearly and accurately with students in the classroom.

1 – Ineffective	2 – Developing	3 – Proficient	4 – Accomplished
Teacher's oral and written communication contains errors or is unclear or inappropriate to students' cultures or levels of development.	Teacher's oral and written communication contains no errors but may not be completely appropriate to students' cultures or levels of development.	Teacher communicates clearly and accurately to students, both orally and in writing. Communications are appropriate to students' cultures and levels of development.	Teacher's oral and written communication is clear and expressive, appropriate to students' cultures and levels of development. It also anticipates possible student misconceptions.

_____ 2. The teacher makes content comprehensible to students.

1 – Ineffective	2 – Developing	3 – Proficient	4 – Accomplished
Students are not at all intellectually engaged in learning and/or lack of lesson structure or pacing exists.	Students are intellectually engaged only partially in significant learning and/or uneven lesson structure or pacing exists.	Students are intellectually engaged throughout the lesson in significant learning and/or suitable lesson structure and pacing exists.	Students are highly intellectually engaged throughout the lesson in significant learning. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure.

_____ 3. The teacher utilizes a variety of questioning techniques.

1 – Ineffective	2 – Developing	3 – Proficient	4 – Accomplished
Teacher makes poor use of questioning and discussion techniques, with low-level or inappropriate questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven, with some high-level questions, attempts at true discussion, and moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and participation by all students.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and assume the responsibility for the participation of all students in the discussion.

_____ 4. The teacher provides feedback and demonstrates flexibility and responsiveness in the classroom setting.

1 – Ineffective	2 – Developing	3 – Proficient	4 – Accomplished
Assessment is not used in instruction. Feedback to students is uneven.	Assessment is occasionally used in instruction. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction. Feedback to students is of high quality and students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students and monitoring of progress by both students and teachers, and high quality feedback to students from a variety of sources.

_____ 5. The teacher uses instructional time effectively.

1 – Ineffective	2 – Developing	3 – Proficient	4 – Accomplished
Teacher adheres to the instruction plan in spite of evidence of poor student understanding or of students' lack of interest, and fails to respond to student questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates moderate flexibility and responsiveness to student questions, needs and interests during a lesson, and seeks to ensure the success of all students.	Teacher ensures the successful learning of all students, making adjustments as needed to instruction plans and responding to student questions, needs and interests.	Teacher is highly responsive to individual students' needs, interests and questions, making even major lesson adjustments as necessary to meet instructional goals, and persists in ensuring the success of all students.

Overall Domain Score/Rating _____

BERKSHIRE SCHOOL DISTRICT TEACHER EVALUATION RUBRIC

DOMAIN D: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

____ 1. The teacher engages in self-reflection concerning professional practice.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Teacher’s reflection on the lesson does not provide an accurate or objective description of the lesson but does not cite specific positive and negative characteristics.	Teacher’s reflection provides a partially accurate and objective description of the lesson, but does not cite specific positive and negative characteristics. Teacher makes global suggestions as to how the lesson might be improved.	Teacher’s reflection provides an accurate and objective description of the lesson, and cites specific positive and negative characteristics. Teacher makes some specific suggestions as to how the lesson might be improved.	Teacher’s reflection on the lesson is highly accurate and perceptive, and cites specific examples that were not fully successful, for at least some students. Teacher draws on an extensive repertoire to suggest alternative strategies.

____ 2. The teacher maintains accurate records and reports them in a timely manner.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Teacher’s system for maintaining both instructional and non-instructional records is either non-existent or in disarray, resulting in errors and confusion.	Teacher’s system for maintaining both instructional and non-instructional records is rudimentary and only partially effective.	Teacher’s system for maintaining both instructional and non-instructional records is accurate, efficient and effective.	Teacher’s system for maintaining both instructional and non-instructional records is accurate, efficient and effective, and students contribute to its maintenance.

____ 3. The teacher communicates with the families, colleagues and administration about student learning using a variety of methods.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Teacher provides little or no information to families, or such communication is inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher provides minimal information to families and communications are not always appropriate. Teacher makes minimal attempts to engage families in the instructional program.	Teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in an appropriate manner.	Teacher communicates frequently and sensitively with individual families in a sensitive manner, and includes students participating in the communication. Teacher successfully engages families in the instructional program, as appropriate.

____ 4. The teacher demonstrates professional growth and development consistent with the goals of their personal practice, as well as building and district’s goals.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving. Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills, and is resistant to feedback from colleagues.	Teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial. Teacher’s participation in professional development activities is limited to those that are convenient or are required. Teacher accepts, with some reluctance, feedback from colleagues.	Teacher participates actively in the professional community, and in school and district events and projects, and maintains positive and productive relationships with colleagues. Teacher seeks out opportunities for professional development based on an individual assessment of need, and welcomes feedback from colleagues.	Teacher makes a substantial contribution to the professional community, to school and district events and projects, and assumes a leadership role with colleagues. Teacher actively pursues professional development opportunities, and makes a substantial contribution to the profession through such activities as action research and mentoring new teachers. In addition, teacher seeks out feedback from colleagues.

____ 5. The teacher shows professionalism in all aspects of his/her job performance regarding students, colleagues and parents.

1 – Ineffective	2 – Developing	3 – Proficient	4 - Accomplished
Teacher has little sense of ethics and professionalism, and contributes to practices that are self-serving or harmful to students. Teacher fails to comply with school and district regulations and timelines.	Teacher is honest and well-intentioned in serving students and contributing to decisions in the school, but teacher’s attempts to serve students are limited. Teacher complies minimally with school and district regulations, doing just enough to “get by.”	Teacher displays a high level of ethics and professionalism in dealings with both students and colleagues, and complies fully with school and district regulations.	Teacher assumes a leadership role in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. Teacher displays the highest standards of ethical conduct.

Overall Domain Score/Rating: _____

BERKSHIRE LOCAL SCHOOL DISTRICT TEACHER EVALUATION RUBRIC

DOMAIN E: PERSONAL AND PROFESSIONAL CHARACTERISTICS

The administrator will write a narrative on personal and professional characteristics, including areas of commendation and areas in need of improvement.

1 – Ineffective	2 – Developing/Proficient	4 - Accomplished
Teacher is unable to separate private life from professional life in regards to student interaction or does not report to assignments/duties on time.	Teacher has established relationships with students, colleagues, and parents.	Teacher maintains appropriate relationships with students, colleagues and parents. Teacher reports to all assignments and duties on time.