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**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**BUCKEYE LOCAL CLASSROOM TEACHERS' ASSOCIATION**

**AND**

**BUCKEYE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**SEPTEMBER 1, 2013  
THROUGH  
AUGUST 31, 2016**

<b>ARTICLE I – RECOGNITION</b> .....	1
A. <u>RECOGNITION</u> .....	1
B. <u>EOUAL OPPORTUNITY EMPLOYER</u> .....	1
<b>ARTICLE II – NEGOTIATIONS</b> .....	2
A. <u>NEGOTIATIONS PROCEDURE</u> .....	2
B. <u>NEGOTIATIONS MEETINGS</u> .....	3
<b>ARTICLE III – GRIEVANCE PROCEDURE</b> .....	5
A. <u>DEFINITIONS</u> .....	5
B. <u>RIGHTS OF THE GRIEVANT AND THE ASSOCIATION</u> .....	5
C. <u>TIME LIMITS</u> .....	6
D. <u>INFORMAL PROCEDURE</u> .....	6
E. <u>FORMAL PROCEDURE</u> .....	7
F. <u>MISCELLANEOUS</u> .....	8
<b>ARTICLE IV – PAYROLL DEDUCTION</b> .....	8
A. <u>PROFESSIONAL DUES</u> .....	8
B. <u>ANNUITIES</u> .....	9
C. <u>CREDIT UNION</u> .....	10
D. <u>OTHER DEDUCTIONS</u> .....	10
<b>ARTICLE V – ASSIGNMENTS AND TRANSFERS</b> .....	12
<b>ARTICLE VI – POSTING VACANCIES</b> .....	14
<b>ARTICLE VII – LEAVE OF ABSENCE</b> .....	15
A. <u>QUALIFYING ITEMS WHICH APPLY TO LEAVE OF ABSENCE</u> .....	15
<b>ARTICLE VIII – ISSUANCE OF CONTRACTS</b> .....	25
A. <u>TERMS OF THE LIMITED TEACHERS CONTRACTS</u> .....	25
<b>ARTICLE IX – NONRENEWAL</b> .....	25
A. <u>NON-RENEWAL OF LIMITED CONTRACT TEACHERS</u> .....	25
<b>ARTICLE X – SUPPLEMENTAL CONTRACTS</b> .....	26
A. <u>SUPPLEMENTAL CONTRACTS</u> .....	26
B. <u>SUPPLEMENTAL DUTY PAY SCHEDULE</u> .....	27
C. <u>EXTENDED SERVICE SCALE</u> .....	29
<b>SALARY SCHEDULE 2013-2014</b> .....	30
<b>SALARY SCHEDULE 2014-2015</b> .....	31
<b>SALARY SCHEDULE 2015-2016</b> .....	32
<b>ARTICLE XI - SALARY ADJUSTMENT</b> .....	33
A. <u>SALARY ADJUSTMENT</u> .....	33
<b>ARTICLE XII - RETIREMENT PAY</b> .....	34
A. <u>RETIREMENT PAY</u> .....	34
<b>ARTICLE XIII - COMPLIMENTARY PASSES</b> .....	35
A. <u>COMPLIMENTARY PASSES</u> .....	35
<b>ARTICLE XIV – INSURANCE</b> .....	35
A. <u>HOSPITALIZATION AND MAJOR MEDICAL</u> .....	35
B. <u>LIFE INSURANCE</u> .....	38
C. <u>DENTAL INSURANCE</u> .....	38
D. <u>VISION INSURANCE</u> .....	39

PREAMBLE

This Agreement is entered into by and between the Board of Education of the Buckeye Local School District (hereinafter "Board") and the Buckeye Local Classroom Teachers' Association (hereinafter "Association").

**ARTICLE I - RECOGNITION**

**A. RECOGNITION**

- 1.01 The Board recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified or licensed salaried personnel employed by the Board on a full-time or part-time basis. A substitute teacher with an assignment to one specific teaching position shall after sixty (60) days of service in such position become a member of the bargaining unit. Excluded from the bargaining unit shall be the Superintendent, Assistant Superintendent, all administrative directors, and principals. Assistant principals, supervisors, substitutes other than those identified above and any other confidential supervisory, or management level employee as defined in Section 4117.01 of the Ohio Revised Code.
- 1.02 The term "employee" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit, excluding those as defined immediately above.
- 1.03 The Board agrees not to bargain with or to recognize any employees' organization representing salaried personnel other than the Association for the duration of this Agreement without challenge as provided for in Section 4117.03(A)(1) of the Ohio Revised Code.
- 1.04 It is agreed by both parties that all employee have the right to join or not to join the Association.

**B. EQUAL OPPORTUNITY EMPLOYER**

- 1.05 The Board shall be an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoffs, or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, or sex, ancestry, citizenship status, economic status, age, disability, military status and legally acquired information.

## ARTICLE II - NEGOTIATIONS

### A. NEGOTIATIONS PROCEDURE

- 2.01 Alternative Procedure Established: Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure which supersedes the procedures listed in Section 4117.14(c)(2)-(6) and any other procedure to the contrary.
- 2.02 Scope of Bargaining: The scope of bargaining by and between the Board and the Association shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- 2.03 Initiation of Bargaining: In accordance with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement.
- 2.04 A negotiations request from the Association will be sent to the President of the Board of Education and Superintendent of Schools. A negotiations request from the Board of Education will be sent to the President of the Association.
- 2.05 The initiating party will offer to bargain collectively with the other party for the purpose of modifying or termination the existing Agreement, or negotiating a successor Agreement. The initiating party will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
- 2.06 Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. On or before ninety (90) days prior to the expiration of the contract term, a mutually convenient meeting date for the first negotiation session shall be arranged.
- 2.07 Items must be written in contract language and all changes in salaries, wages, hours and fringe benefits must be clearly stated. No additional items may be introduced for negotiations after the initial submission unless both parties mutually agree.

**B. NEGOTIATIONS MEETINGS**

- 2.08 Before each negotiating session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.
- 2.09 Time: Such meetings shall not be conducted during the regular school day, unless called by the Board. Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings.
- 2.10 Caucus: Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- 2.11 Representation: Representatives of the Board and the Association shall be limited to five (5) members each at the bargaining session. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Each party shall designate a spokesperson to present items for consideration. Discussion will be open after items are presented.
- 2.12 Use of Consultants: Either party may use an outside consultant to assist them in negotiations.
- 2.13 Exchange of Information: Upon reasonable request, the Board shall make available to the Association, and the Association shall make available to the Board, all public information pertinent to the issues being considered, such as the financial condition of the District that is routinely produced. The Board and the Association shall incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.
- 2.14 Agreement: When tentative agreement is reached on all matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for its consideration, and possible ratification. If ratified, the tentative agreement shall be submitted to the Board for its consideration, and possible approval. If approved by the Association and the Board, the collective bargaining contract shall be signed by both parties.
- 2.15 Negotiations shall be completed on or before forty-five (45) days before the expiration date of the Agreement.

If forty-five (45) days prior to the expiration of the agreement the parties have not reached agreement, either party may request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The mediator shall have no authority to bind either party to an agreement. The mediation period may be extended by mutual agreement between the parties. No party may declare impasse unless the mediation step has been attempted.

In the event an agreement is not reached by negotiations, either of the parties shall have the option of declaring impasse.

- 2.16 Impasse occurs whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiations issues.
- 2.17 Impasse: If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.
- a. In the event that agreement has not been reached within the negotiations period, either party may declare a bargaining impasse by delivering to the other party a written statement of impasse. Prior to the appointment of an arbitrator, the parties shall exchange their latest proposal on all items on which impasse has occurred.
  - b. Within ten (10) days of declaration of impasse, the parties will name an arbitrator to offer an independent opinion of the position of the parties. The arbitrator will be selected from a list of seven names submitted by the American Arbitration Association in accordance with the voluntary labor arbitration rules.
  - c. The arbitrator shall conduct hearings within twenty (20) days of the selection and review such documents as necessary preliminary to making recommendations. The arbitrator shall make written recommendations for settlement. The authority of the arbitrator is further limited to making written recommendations only upon the specific issues introduced under section 2.07 which have not been tentatively agreed upon by the parties. The authority of the arbitrator to make written recommendations for settlement is also confined to the position of the parties as expressed in their respective latest proposals on all items upon which impasse occurred. Notwithstanding the previous sentence, however, the arbitrator may also recommend a settlement that falls between the latest proposals of the parties on items which impasse occurred.
  - d. Any costs and expenses which may be incurred in securing and using the service of any person in an advisory or consulting capacity, including each party's representation on the arbitration, shall be the sole responsibility of the party securing the individual for the services. The remaining expenses for the arbitration, including the cost of the services of the arbitrator shall be shared equally by the parties.

- e. The terms of this agreement shall remain in full force and effect until fourteen (14) days after the arbitrator has issued his/her recommendations. Thereafter, the Association and the Board shall have the right to proceed in accordance with 4117 of the Ohio Revised Code.
- 2.18 There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board, one copy by the Association and one copy sent to the State Employment Relations Board. (SERB)

### **ARTICLE III – GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

- 3.01 "Association": Buckeye Local Classroom Teachers' Association.
- 3.02 "Administration": Superintendent, Assistant Superintendent, directors, supervisors, coordinators, building principals and assistant principals.
- 3.03 "Board of Education" and "Board": Buckeye Local Board of Education.
- 3.04 "Days": days when the schools administrative offices are open for public business.
- 3.05 "Grievance": a complaint involving the alleged violation, misinterpretation or misapplication of the written provisions of the parties' negotiated agreement has been enforced by the Administration or Board of Education.
- 3.06 "Grievant": a teacher(s) or his/her Local Association President initiating a claim as defined in Section A, Paragraph 3.05. (Where more than one person is a grievant, each shall sign the grievance unless the Association is the grievant and then a single representative will sign it.)
- 3.07 "Immediate Supervisor": administrator having immediate supervisory responsibility over the grievant, ex: building principal, the administrator who has the authority to resolve a grievance.
- 3.08 "Teacher": member of the bargaining unit.

#### **B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION**

- 3.09 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.
- 3.10 The purpose of these procedures is to secure, at the lowest level, the administrator having authority to resolve the grievance, and equitable solutions to grievances. Therefore, a grievant may initiate the Informal

Procedure, or file a grievance at the step of the appropriate Administrator who has authority to resolve the issue. All parties agree that grievances will be kept as confidential as is appropriate, except as otherwise required by law, and processed as expeditiously as possible.

**C. TIME LIMITS**

- 3.11 In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing.
- 3.12 If the grievant does not file a grievance, in writing, within fifteen (15) working days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived. (Exception — if the occurrence takes place during the last ten working days of the school year the grievance must be filed within twenty-one (21) calendar days of the occurrence.
- 3.13 If a decision on a grievance is not appealed within the time lines specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at the step and further appeal shall be barred.
- 3.14 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- 3.15 All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
- 3.16 Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.
- 3.17 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

**D. INFORMAL PROCEDURE**

- 3.18 Informal Procedure: A grievance, except as indicated in 3.10, shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

## FORMAL PROCEDURE

- 3.19 Step One: If the grievance is not resolved within five (5) days of the informal claim it may be pursued further by submitting a completed Grievance Report Form, which must cite specific sections of the contract being grieved at all levels of grievance, Step I, in duplicate by the eighth day following its presentation to the informal level. Copies of this form shall be submitted by the grievant to the immediate supervisor, and to the chairperson of the Association Grievance Committee. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting, by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Superintendent.
- 3.20 Step Two: If the grievant, is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Grievance Report Form, Step II, and submit same to the Superintendent within five (5) days of the receipt of its disposition at Step I level. Within ten (10) school days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within five (5) days of the meeting, the Superintendent shall write his/her disposition of the Grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.
- 3.21 Step Three: If the decision by the Superintendent does not resolve the grievance, the grievance may be appealed to FMCS mediation. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Superintendent's written response to the grievance. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to Grievance Report Form, Step IV.
- 3.22 Step Four: If a resolution of the grievance is not achieved at Step III, the grievant (through the Association) may, within ten (10) days from the receipt of the Step III answer, request a hearing before an arbitrator by completing Grievance Report Form, Step IV. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board, or its designated representative, and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association.

The toss of a coin shall determine who strikes first. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in

accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract or Ohio Revised Code, nor add to, detract from, or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed therein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching the determination. All expenses for the arbitrator shall be shared equally by the Board and the Association.

**F. MISCELLANEOUS**

- 3.23 Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- 3.24 In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue to proceed but shall be liable for any expense incurred thereafter in such proceeding.

**ARTICLE IV - PAYROLL DEDUCTION**

**A. PROFESSIONAL DUES**

- 4.01 Annually, a list of teachers desiring dues check-off shall be filed with the Treasurer of the Board of Education by 8:00 a.m. the first Monday after second payday. If deductions are not submitted by that time, the Association will submit the deductions not submitted by that following pay period and one less deduction will be made. (If on time by the second pay period, 20 deductions will be made. If submitted after then, one less deduction will be made for each pay period submitted late.)
- 4.02 Authorization for dues checkoff shall be continuing until revoked in writing with notice to both the Union and the District Treasurer. Revocation shall take effect at the end of the deduction period.
- 4.03 If any teacher terminates employment during the school year, the Treasurer of the Board of Education shall deduct any remaining dues from the employees' remaining pay checks to the extent that funds are available in such pay checks.

- 4.04 One monthly check shall be sent to the local Association treasurer covering the local dues.
- 4.05 One monthly check shall be sent to the O.E.A. for O.E.A. dues, district dues, and N.E.A. dues.
- 4.06 The Board will pay an annual stipend to the Association Representatives who serve on the BLCTA Executive Committee. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum amount allowed by ORC 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of the stipends, including any applicable retirement costs/workers compensation/Medicare.

**B. ANNUITIES**

- 4.07 Annuities program will be authorized by the Board of Education when the necessary conditions of the annuities fund have been met. Teachers shall be granted payroll deduction for their monthly payments to such annuities programs. Such deductions shall be in equal amount and deducted from the teacher's payroll. Each employee shall have the responsibility to determine that the employee's payroll deduction for tax sheltered annuities does not exceed the maximum amount provided under the Internal Revenue Code and regulations applicable thereto, and shall not seek any payroll deduction in excess of that amount. Each employee, upon request of the Treasurer, shall provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board, unless the error is the fault of the Treasurer or Board.
- 4.08 Forms to request such payroll deductions shall be provided to teachers by the Treasurer of the Board.
- 4.09 Such deductions shall continue from month to month, year to year, until employment terminates or the teacher gives written notice to the Treasurer of the Board requesting such payments to be revised and must be filed with the Treasurer.

**C. CREDIT UNION**

- 4.10 Credit Union deductions will be authorized by the Board of Education when the forms have been completed and forwarded to the Treasurer's Office.

**D. OTHER DEDUCTIONS**

- 4.11 Other deductions, available to teachers upon request to the treasurer in writing, include: U.S. Savings Bonds, Mutual Funds, Political contributions, and additional Ohio State Income Tax, out of State Tax, and Insurances. Direct Bank Deposits are also available upon written request to the treasurer. (Specific dates and data will be provided by the treasurer.)

4.12 Fair Share Fee

- a. Each person in the bargaining unit (who elects not to become or who elects not to remain) a member of the Association shall, after sixty (60) calendar days of initial employment, be obligated to pay to the Association, as a condition of employment, a "fair share fee" for the Association's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Association. The Association shall give the Treasurer no later than 8:00 a.m. the first Monday after (October 1<sup>st</sup> of) each school year the amount of the fee and a list of the non-members. The "fair share fee" will be deducted in fifteen (15) equal installments beginning with the first pay after January 15<sup>th</sup> of each year. The Association will compensate the Board in the amount of \$.05 per member to cover the Board's administrative costs. The Board shall bill the Association for such costs.
- b. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and that such procedure complies with all applicable state and federal laws and constitutional requirements. This rebate procedure will provide for an independent auditor to verify expenses presented by adjudication disputes with an impartial decision-maker and an escrow account for deposit of amount reasonably in dispute. The Association shall provide a copy of its rebate procedure to the Board and all non-members, and shall thereafter supply the Board and all non-members with copies of any changes. The Association will provide an adequate explanation of how challenges to the determination may be made allowing a reasonable period of time in which objections may be filed.
- c. At the beginning of each school year, the Association President shall give each non-member employee notice that the collective bargaining agreement has a "fair share fee" provision, notice of the amount of the fee that will be deducted, and the date of the first deduction. Thirty

(30) days before the first scheduled deduction, the Association shall provide an adequate explanation of the basis of the fee including disclosure of the Association's yearly expenditures in chargeable and non-chargeable categories. Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the "fair share fee" pursuant to the internal rebate procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

- d. The deduction of the "fair share fee" by the Treasurer of the Board from the payroll check of the non-member employee and its payment to the Association after the sixty (60) day grace period, shall be automatic and does not require the written authorization of the employee. The fee deduction shall be made on the same payroll days that Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the employee from the Board's active payroll for any reason.
- e. Employees hired after the beginning of the school year shall be obligated for a pro-rata portion of the "fair share fee" after the sixty (60) day grace period. Such fee shall be deducted from the remaining pay check(s) which are subject to payroll deduction of dues and fees, to the extent funds are available in such pay check(s).
- f. Monies collected through the "fair share fee" shall only be expended by the Association for the purposes of collective bargaining, labor contract enforcement and grievance resolution. Any employee who because of bonafide religious beliefs or the teaching of a religious organization with which he/she is affiliated, objects to paying the "fair share fee" shall not be required to pay the "fair share fee." The Association shall place any "fair share fee" from any employee applying for a religious exemption in escrow until such time as there has been a final adjudication on the exemption at which time the "fair share fee" and the escrowed monies shall either be paid to the Association or to the mutually agreed on charity pursuant to Section 4117.09 of the Ohio Revised Code.
- g. The Association on behalf of itself and the OEA and NEA agrees to defend, indemnify and hold harmless the Board and the Treasurer and any Board employees who are administering the "fair share fee" for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1) The Board shall give a ten (10) day written notice of any claim or action filed against the employer or its employees who are administering the "fair share fee" by a non-member for which indemnification may be claimed;

- 2) The Association shall reserve the right to designate counsel to represent and defend the Board and Treasurer or the Board's employees who are administering the "fair share fee" on the matters pertaining to indemnification;
- 3) The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates application to file briefs amicus curiae in the action;
- 4) The Board acted in good faith in an effort to comply with the "fair share fee" provision of the Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such "fair share fee" provided herein.

#### 4.13 Pay Periods

Employees will be compensated on the basis of twenty six (26) pays per year. On occasion, the treasurer must adjust the pay dates to prevent employees from being paid in advance (estimated to occur every 6 to 7 years). On such occasions employees will be compensated on the basis of twenty seven (27) pays per year. Bargaining unit members will be informed in writing before the end of the school year preceding the implementation of the 27 pay periods in a particular contract year. In addition to the written notice, the pay adjustment will be reviewed with employees during the annual first teacher workday in the school year in which the 27<sup>th</sup> pay period is implemented.

### **ARTICLE V – ASSIGNMENTS AND TRANSFERS**

- 5.01 The Superintendent of Schools has the statutory authority to direct and assign teachers of the schools under his supervision.
- 5.02 Changing assignments, with regard to building and grade in elementary schools, and building and subject area in secondary schools, of all teachers remaining under contract shall be issued to the teacher in writing within fifteen (15) working days following the last day of the school year. Only unforeseen circumstances shall necessitate some reassignment at a later date. The principal shall provide the reason for the change of assignment.
- 5.03 Voluntary Transfers: The Superintendent will publish a list of professional openings as they become available. Each list shall be posted on the bulletin board of every school building for five (5) working days. As postings become filled, they shall be marked "canceled" by the school secretary or principal.

- a. When it has been determined by the Superintendent that an administrative position is open in the school district, a notification of that opening will be placed on the bulletin board of every school.
- b. Teachers will be permitted to transfer within the Buckeye Local School District when a position is vacant, under the following conditions:
  - 1) Teachers may submit written transfer requests either for one or more specific positions, or submit an open request indicating their personal desires.
  - 2) The transfer is subject to the approval of the Superintendent and principals, where the vacancy occurs.
  - 3) If two or more teachers meeting the requirements of Section 2 above and hold state certification or License for the position and apply, seniority in the Buckeye Local School District shall be the determining factor in the selection.
  - 4) Teachers may apply for vacant positions which are not included in the bargaining unit. Neither the Superintendent nor the Board are obligated to consider teachers for a non-bargaining unit position.

5.04 A transfer request will be considered valid until one of the following occurs:

- a. The teacher request its cancellation.
- b. The positions applied for are all filled.

5.05 Transfer request forms shall be made available in each building.

5.06 Should a vacancy occur once the school year has begun, and teachers have been assigned to classrooms, the vacancy will not be posted for teacher transfers within the District. The person filling the vacancy will do so on a one year basis, and the position will be posted for those interested for the next school year, should the position still be needed.

5.07 Involuntary Transfers: Involuntary transfer shall be initiated by a conference between the Superintendent, or designee from the Central Office Administration, and the teacher. Written notice shall be given to the teacher, as soon as practicable and under normal circumstances, not later than the end of the school year. No teacher may be involuntarily transferred or reassigned for punitive reasons.

## ARTICLE VI - POSTING VACANCIES

- 6.01 Vacancy: Definition - for the purpose of posting a position, shall refer only to those positions.
- a. That require a transfer.
  - b. That requires the employment of additional personnel.
  - c. All supplementary positions.
- 6.02 The Board of Education, through its administration, shall post in each of its buildings (attending areas) teaching vacancies as they may occur. No vacancy shall be permanently filled until the vacancy has been posted for five (5) working days. A working day is any day the administrative offices are open for business (excluding holidays). The Association President will receive a copy of all postings, position requests and newly awarded positions.
- 6.03 Summer Vacancies: Summer vacancies will be posted at the Central Office and sent, as soon as possible, to those teachers having indicated an interest in transferring to another building or position on their intent form and within their designated interest areas and areas of state certification. One copy of summer vacancy postings for all teaching and administrative positions will be sent immediately to the Association President and building representatives. The Association will provide the Superintendent with a list of building representatives and their mailing addresses by May 1<sup>st</sup> of each year.
- a. Unit members requesting a change in position or building will submit a completed form to the Superintendent and Association President. The Superintendent and Association President will compare requests. All transfer requests must be submitted prior to the end of the last day of school each year.
  - b. It is understood by the administration and the Association that only teachers with a real interest in bidding on potential job openings should place their names on the summer list to receive postings.
- 6.04 The Board shall publish vacancies between August 1 and August 10 for a period of three (3) working days.
- 6.05 No publishing will be required for vacancies occurring between August 10 and September 1.

## ARTICLE VII – LEAVE OF ABSENCE

### A. QUALIFYING ITEMS WHICH APPLY TO LEAVE OF ABSENCE

- 7.01 Written application for a leave of absence shall be given to the Superintendent. The teacher shall specify the date of the beginning and expected duration of the leave and shall give the Board of Education as much advance notice as possible as to not disrupt the educational process.
- 7.02 Only the Board of Education may approve such leaves upon the recommendation of the Superintendent and within the provisions of the Ohio Revised Code governing such leave.
- 7.03 A teacher returning from a leave shall be granted the same or similar position as held when such leave commenced.
- 7.04 Leaves may be extended by request of the teacher and approval of the Superintendent and/or Board of Education.
- 7.05 Prior to the end of the leave, the teacher shall give the Board of Education written notice before returning to his/her position.
- 7.06 Failure to report to duty following the expiration of a leave of absence, unless additional absence is authorized, shall be considered by the Board of Education as termination of contract by the employee.
- 7.07 Pregnancy Leave
- a. A teacher who is pregnant is entitled to use sick leave for the period of disability. If the teacher chooses not to use sick leave, pregnancy leave will be granted without pay.
  - b. In case of a miscarriage or the early birth or death of the child, the teacher may be reinstated if requested by the teacher before her leave has expired. A minimum of two weeks' notice is required before returning to the classroom.
  - c. Insurance benefits shall be maintained during such leave, upon payment of the premiums by the teacher to the Treasurer five (5) days prior to the insurance premiums due date(s).
- 7.08 Child-Rearing Leave
- a. A leave of up to one year will be granted to a parent for child rearing. It will be without pay.
  - b. A parent on child rearing leave may request a second year of such leave.

- c. Insurance benefits shall be maintained during such leave upon payment of the premiums by the teacher to the Treasurer five (5) days prior to the insurance premiums due date(s).

7.09 Medical Leave of Absence

- a. Any teacher in the bargaining unit will be granted an unpaid medical leave of absence if they present, at the time of the request, a written statement signed by his/her physician indicating that medical leave is in order. When such employee notifies the Board of his/her intent to return to work, a written statement by his/her physician will be necessary indicating that said individual is again physically and mentally capable of performing his/her former duties.
- b. Insurance benefits shall be maintained during such leave upon payment of the premiums by the teacher to the Treasurer five (5) days prior to the insurance premiums due date(s).
- c. Upon notification to the Board, teachers shall be granted Family Medical Leave in accordance with Federal Law.

7.10 Paternity Leave

A male teacher may use sick leave, under the sick leave provisions of this agreement, to take care of his wife who is ill.

7.11 Personal Leave

- a. The purposes of this policy is to present the opportunity for certified employees some time off, without loss of pay, to conduct business of a personal nature which cannot be conducted at any time other than school time. It is not intended to give an employee time off for a vacation.
- b. Personal days shall be granted at the rate of three (3) days per year, up to four (4) days provided the teacher has not used his personal days previously. One unused personal leave will automatically rollover into the next school year and any remaining personal leave will be transferred to sick leave.
- c. As much notice as is possible will be given to the immediate supervisor when using personal leave. Two or more days are suggested.
- d. Forms for use shall be completed on the employee's kiosk.

- e. The teacher using personal leave is not required to state the reason for such leave of one (1) or two (2) day(s). However, Section "a" shall be used as the guideline for one or more days. More than two (2) consecutive days must be approved by the Superintendent. Personal leave will not be charged to sick leave.
- f. Personal leave may not be used the day before or after a holiday or vacation, or for the time designated for parent/teacher conferences or county/district inservice. (Summer recess is not considered vacation).
- g. Abuse of this policy will be considered justification for disciplinary action against the individual and continued abuse may result in a recommendation for contract termination.
- h. Each employee shall be notified annually of the total unused personal leave days prior to the opening of school.

7.12 Professional Leave

- a. Policy, definition, intent and purpose: Professional leave is defined as time away from school for the purpose of participating in meetings, conferences or school activities of which the intent and purpose will be to have a direct positive effect on the educational activity of the teacher and the school programs to which said teacher is assigned.
- b. Authorization: When making application to attend professional meetings, applications will be submitted to the building principal who will submit the application to the Superintendent. An applicant for professional leave is required to use the application form provided by the Board.

Such application shall be submitted at least one (1) week in advance of the day for which the leave is requested and sooner if possible.

- c. Restriction: A unit member granted professional leave for his/her supplemental assignment will not be reimbursed by the Board for any expenses incurred for such leave. No more than six (6) unit members in the high school building, three (3) unit members in the junior high building, or two (2) unit members in the elementary school building shall be granted professional leave for his/her assignment at any one time.

If the limitation is exceeded by the number of unit members in a building desiring to take professional leave, professional leave will be approved on a first applied basis (date application submitted to administration). In case of ties, seniority shall determine who receives the professional leave based on the annual seniority list.

The building principal may also limit the use of professional leave based upon the inability to staff classes being vacated. However, the unit member has the opportunity to find a sub to resolve the principal's

limitation, subject to the principal's approval of a substitute called by the unit member.

- d. Use: A unit member shall be permitted two (2) days professional leave per year to attend professional meetings dealing with subject matter and teacher ideas within his/her teaching or supplementary assignment with the Board.
- e. Reimbursement: If professional leave is requested by the District and approved by the District, the District will cover all costs. The District reserves the right to select the accommodation location and daily reimbursement allowance for such leave. These amounts shall be preapproved. If professional leave is requested by a faculty member and approved by the district, then the faculty member will be reimbursed for his/her attendance at this meeting. The approved rate per mile will be paid (limited to 400 miles round trip), as well as registration fees (not to exceed \$50.00), lodging and meals, when such a stay is necessary to attend or participate in the meeting or because of distance of travel being too far to complete in one day. The meals shall be paid in full (not to exceed \$22.50 per day). Lodging will be reimbursed for one night (at a rate not to exceed \$40.00 per night). If the meeting extends for three (3) days, one of which is Saturday, or Sunday, then two nights of lodging will be reimbursed (not to exceed \$40.00 per night). The bargaining unit member at all times remains responsible for any IRS tax liability or other implications resulting from the reimbursement of expenses.
- f. An additional two (2) days professional leave may be granted by the Superintendent, if the request is reasonably related to the teacher's job responsibility.
- g. A teacher who accompanies a Buckeye Local School District student who is participating in approved district, regional, or state competition, shall not have such days charged to professional leave. The Superintendent must approve these requests.
- h. If two or more persons from the District are attending the same meeting, they should attempt to ride together. Obviously, no person will charge mileage to the District, unless he/she actually does drive to the meeting.

7.13 Sabbatical Leave

Sabbatical leave for each employee shall be recommended by the Superintendent and such recommendation shall be approved by the Board of Education provided the following requirements have been satisfied by each employee:

- a. Sabbatical leave may be approved only for those employees who have taught in the Buckeye Local School District for five (5) years of additional teaching in the Buckeye Local Schools;

- b. Sabbatical leave for professional self-improvement shall be granted for a specific period requested by the employee of not more than twelve (12) calendar months, but not less than one semester;
- c. A planned program for the sabbatical must be approved by the Superintendent prior to making a recommendation to the Board;
- d. Each employee shall receive the difference of their annual salary and the salary of the substitute hired to replace the member of the bargaining unit on leave. The employee on sabbatical leave shall receive all other fringe benefits as they would have received if they remained in their full-time teaching position;
- e. It is understood that the employee has a professional obligation to return to employment in the Buckeye Local School District upon the expiration of the leave. If the employee fails to return, he/she shall reimburse the Buckeye Local School District for all expenses of the sabbatical leave within twelve (12) months of his/her scheduled return.

7.14 Assault Leave

Assault leave shall be granted to an employee who is absent due to physical disability resulting from an assault which occurs during, or is the direct result of, the performance of the specific duties for the Buckeye Local Board of Education, and who complies with the following conditions adopted by the Board of Education:

- 1) The employee is required to furnish a signed statement on forms prescribed by the Board of Education to justify the use of assault leave;
- 2) A signed certificate from a licensed physician stating the nature of the disability and its duration is required before assault leave can be approved.

Assault leave granted under this policy shall be for a maximum of 185 workdays and cannot be charged against sick leave or personal leave. The employee shall receive full pay, including fringe benefits, while on such leave. The Board of Education reserves the right to require an additional physical examination at Board expense to substantiate need and duration of assault leave. If such leave extends beyond the summer months, the Board of Education shall require an additional physical examination at Board expense prior to the beginning of the new school year. Should the physician's reports be conflicting, the Board and the individual teacher involved shall agree to an impartial physician to examine the employee and make final recommendation to the Board. Falsification of either a signed statement or physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code. The professional staff member must cooperate fully with the Superintendent and other public authority (authorities) in the

prosecution of the assailant(s). In the event the professional staff member requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will request professional legal assistance from the prosecuting attorney's office.

7.15 Sick Leave

- a. Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.
- b. Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
- c. Immediate Family: Shall include spouse, children, stepchildren, father, mother, brother, sister, step-father, step-mother, step-brother, step-sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and other relatives living in the employee's immediate household.
- d. Death Outside the Definition of Immediate Family: two (2) days per school year may be charged to sick leave or personal leave for death of others.
- e. Unused sick leave shall be cumulative without limitation.
- f. The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124.38 of the revised code or pursuant to this section, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.
- g. The Board of Education shall require a teacher to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave.
- h. If medical attention is required, the employee shall so indicate on the sick leave form and shall state the date or dates of such attention. If medical attention is required, the Superintendent or his/her central office administrator designee may contact the unit member in person and the unit member shall, upon request, give the name of the physician consulted. Refusal to give the name of the consulted physician upon such request shall be grounds for disciplinary action.
- i. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code.

- j. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.141 of the Revised Code.
- k. Each regularly employed teacher shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be accumulated during the first four months of employment.
- l. Each regular teacher who has exhausted his accumulated sick leave shall be granted an advancement of five (5) days of sick leave.

These advanced days will accumulate during the next four months of the employee's return to work. Further sick days may not be approved until all advanced sick days have been re-paid.

m. Sick Leave Bank

1) Establishment

- (a) Each certified staff member may contribute up to ten (10) days of his/her accumulated sick leave to the Sick Leave Bank during the annual enrollment period.
- (b) During the year, bank members upon agreement of the Sick Leave Bank Committee may donate additional days.
- (c) The annual enrollment period shall be from the start of the school year through October 15. New teachers hired after the school year has commenced will have 30 days from the time of their employment to enroll. The donated day(s) is/are not returnable.
- (d) Current members of the sick leave bank to continue their membership must contribute at least one additional day every odd numbered year. This contribution must be made from the beginning of the new school year through October 15 of that odd numbered year.
- (e) If thirty (30) participants are not enrolled by the annual enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account. The bank will not be established for that year.

2) Operational Procedures

- (a) A loan for the use of sick leave bank days will be limited to situations that which, in the judgment of an employee's physician, the employee, his or her spouse, children, step-children, or parents have suffered a catastrophic or serious illness or injury. It is not intended to include pregnancy or childbirth unless there are catastrophic or serious consequences to mother or child.
- (b) A doctor's statement is required with the application to be considered for a loan.
- (c) A loan will be considered only after the individual has used all of his/her accumulated sick leave/personal leave and has used possible advances of sick leave days under the Master Agreement.
- (d) Sick leave bank days cannot be used if the employee has applied for disability retirement.
- (e) A majority of the Sick Leave Bank Committee must approve a loan.

3) Loan and Payback Procedures

- (a) The maximum number of days that a person may borrow is 50% of the total days in the bank at the end of enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- (b) The member who borrows days will pay back the days at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year until the total number of days borrowed has been restored to the bank.

4) Sick Leave Bank Committee

- (a) The committee will be composed of the members of the BLCTA Executive Committee, which includes all BLCTA officers and building representatives.
- (b) All decisions of the Sick Leave Bank Committee are final and not grievable nor arbitrable.
- (c) The Sick Leave Bank Committee will annually review its guidelines.
- (d) All work/record-keeping for Sick Leave Bank shall be done by the BLCTA and given monthly to the Treasurer's office.

- n. Any item concerning sick leave, not covered in this Section VII, will be governed exclusively by O.R.C. 3319.141.
- o. Burial Leave  
In the event of the death and burial of a member of the immediate family the certificated staff member may be absent for up to two (2) days with pay from school if sick leave has been exhausted.

7.16 Association Leave

- a. Duly authorized delegates or elected officers shall be permitted to attend meetings of the National Education Association, Ohio Education Association, or the East Ohio Education Association without loss of pay.
- b. No more than 4 persons may attend any one meeting unless approved by the Superintendent.
- c. Any expenses incurred in such meetings shall not be the responsibility of the Board of Education.

7.17 Personal Illness Leave

- a. To qualify for consideration for personal illness leave:
  - 1) An employee must have completed ten (10) years of cumulative service in the Buckeye Local School District.
  - 2) An employee must have no remaining accumulated sick leave and be under current contract with the Board of Education.
  - 3) The request must be accompanied by a detailed doctor's statement verifying the seriousness of the employee's personal illness.
  - 4) If the Board is not satisfied as to the seriousness of the illness, the Board may request a second opinion from an impartial doctor, to be determined by mutual agreement.
- b. Upon satisfactory verification of the seriousness of the illness, the Board will grant a personal illness leave of not more than one (1) year for the purpose of the employee's personal illness.
- c. Upon the granting of leave as detailed above:
  - 1) The employee must pay to the Treasurer of the Board of Education, \$100.00 per month for a single plan and \$225 per month for a family plan, thirty (30) days in advance of when the premium is due. Failure to make advance payment shall result in the teacher being withdrawn from the fringe benefit group plans and all Board responsibility will cease at that time of withdrawal.

- (a) The employee will then be covered on the payroll records and shall qualify for all fringe benefits paid by the Board of Education for regular employees for a period of one (1) year only.
- d. A teacher returning within the one (1) year period shall be granted a position for which he or she is certified and the appropriate contract status, upon presentation of the attending doctor's release.
- e. At the end of the one (1) year period, the employee who is unable to return to work may request a one (1) year regular unpaid leave of absence with no Board paid fringe benefits.
- f. Nothing in this section denies the employee from exercising their legal rights pursuant to O.R.C. 3319.131.
- g. The following situations are exempted from this personal illness leave policy:
  - 1) Those certified employees who, at the time of the request for personal illness leave, are receiving disability benefits from S.T.R.S.
  - 2) Those certified employees on leave for the purpose of childrearing.

7.18 Unpaid Leave -

- a. An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Unpaid leave of absences are discouraged and will only be considered for approval by the Superintendent in rare and irregular instances as determined by the Superintendent. An unpaid leave, when approved by the Superintendent, will be calculated to include deduction of employee's daily rate of pay and one-twentieth (1/20) of the monthly premium of the Board paid hospitalization, major medical, dental and life insurance for each unpaid day of absence.

7.19 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights or privileges under the law arising out of the exercise of military leave.

## ARTICLE VIII - ISSUANCE OF CONTRACTS

### A. TERMS OF THE LIMITED TEACHERS CONTRACTS

8.01 The normal pattern of contract issuance will be:

First Contract -	1 year
Second Contract -	2 years
Third Contract -	3 years
and thereafter -	5 year contracts will be issued to those not eligible for consideration for continuing status.

8.02 The requirement of a multi-year contract as indicated in Article VIII, Section 8.01 may be waived by granting a limited one or two-year limited contract when professional improvement is needed as indicated through the evaluation procedure. If waived, the next contract offered to such employee shall be in accordance with the normal pattern of contract issuance of non-renewal.

8.03 A teacher becoming eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status upon meeting all requirements of the O.R.C. 3319.11. Said consideration shall occur biannually during the regularly scheduled Board meetings. Materials are to be submitted to the Office of the Superintendent prior to March 1<sup>st</sup> and August 1<sup>st</sup>.

8.04 The issuance of contract will remain the decision of the Board of Education based on recommendation from the Superintendent.

8.05 This section article shall not apply to a substitute teacher who becomes a member of the bargaining unit pursuant to Section 1.01.

8.06 This Article does not apply to supplemental contracts.

## ARTICLE IX - NONRENEWAL

### A. NON-RENEWAL OF LIMITED CONTRACT TEACHERS

9.01 A full written record of evaluation of a teacher's professional service shall be maintained in accordance with the Evaluation Procedure prior to any action of dismissal.

9.02 The recommendation of the building principal for non-renewal of limited contract for performance reasons will be based on ineffective overall rating on an employee performance evaluation(s) and shall be given serious consideration by the Superintendent and the Board of Education.

- 9.03 Consultation with a teacher by an administrator for alleged violations of Board rules or regulations or regarding the professional performance or conduct of said teacher, shall, upon request of said teacher, be in the presence of the teacher's representative.
- 9.04 Without regard to this section or any other provision of this agreement, a substitute teacher who becomes a bargaining unit member pursuant to Section 1.01 shall automatically have his/her substitute contract non-renewed at the end of the school year. This provision supersedes any requirements that may apply under ORC 3319.11 or 3319.111 for said teacher.
- 9.05 Nothing contained herein shall be construed to limit or waive any rights granted a regular teacher under ORC 3319.11 or 3319.111.
- 9.06 Classroom Reduction Teacher positions are contingent upon federal program funds availability. Classroom Reduction Teacher positions will be filled on an annual basis once federal program funding is confirmed. These Classroom Reduction Teacher positions will be annual positions, which will automatically terminate at the end of each school year. Non-renewal and termination provisions of the Ohio Revised Code are preempted by this Agreement. The Board will not be required to comply with the non-renewal or termination provisions of either Ohio law or this Agreement with regard to Classroom Reduction teacher positions.

Classroom Reduction Teachers will be compensated at least the current rate of substitute teachers and shall after 60 days of service in such position become members of the bargaining unit. Though members of the bargaining unit, a classroom reduction teacher shall not have bidding rights granted to full members.

## **ARTICLE X - SUPPLEMENTAL CONTRACTS**

### **A. SUPPLEMENTAL CONTRACTS**

- 10.01 a. Pay for all supplemental contracts will be based on the current supplemental contract schedule.
- b. If no qualified applicant applies for a paid position, a volunteer may take the position for one year. If the position is posted the following year it will be as a paid position.
- 10.02 Junior and senior high school principal, with the assistance of their athletic directors, will provide guidelines outlining minimum/maximum required practice time, duration of seasons, minimum/maximum number of scheduled games, other required responsibilities and work hours of

coaches of boys and girls sports programs in order to arrive at fair compensation for all concerned.

10.03 **BASE SALARY** = Instructors, advisors or coaches who do not possess a B.S. or B.A. degree in Education at the time of employment shall be paid using the non-degree scale until such a degree is obtained. Anyone currently possessing a B.S. or B.A. degree in Education shall be paid at the indicated percentage of the B.A. Step 0 of the Salary Schedule.

10.04 Club sponsors per school:

- a. High School: 8 maximum
- b. Middle School: 3 maximum
- c. Elementary School: 1 maximum

10.05 Buckeye Local Athletic Director

- a. Shall assume the combined duties of both Senior High/Junior High (7-12) athletic director effective the 2013-14 school year.
- b. Shall agree to limit the number of classes the athletic director shall oversee to 50% of a normal teaching class schedule with only 1/8 of that schedule being a graded class.

**B. SUPPLEMENTAL DUTY PAY SCHEDULE**

10.06 Category I - 16% - 25% of Teachers Base Salary

- a. Athletic Director (7-12) - 25% - Teachers Base Salary
- b. Senior High Head Coaches (football, boys' and girls' basketball) - 16% - Teachers Base Salary
- c. Senior High Band Directors - 16% - Teachers Base Salary

10.07 Category II - 14% - Teachers Base Salary

- a. Assistant 7-12 Athletic Directors

10.08 Category III - 10% - 11% of Teachers Base Salary

- a. Senior High Assistant Football and Boys' and Girls' Assistant Basketball Coaches -10%
- b. Senior High Baseball Coaches -11%
- c. Senior High Wrestling Coaches -11%
- d. Senior High Track Coaches - 11%
- e. Senior High Girls' Volleyball -11%

- f. Senior High Girls' Softball - 11%
- g. Assistant Band Director -10%
- h. Senior High Cheerleading Sponsor -10%
- i. Senior High Bowling Coaches - 11%
- j. Senior High Golf Coaches - 11%
- k. Performing Arts Group/Queen of Queens Pageant - 10%

10.09 Category IV - 7% of Teachers Base Salary

- a. Freshman and Reserve Coaches
- b. Media Coordinator
- c. Assistant Coaches: Baseball, Track, Girls' Softball, Girls' Volleyball, Wrestling, Bowling, Golf
- d. Yearbook Sponsor

10.10 Category V - 5% of Teachers Base Salary \*

- a. Senior Class Sponsor
- b. Junior Class Sponsor
- c. Sophomore Class Sponsor
- d. School Paper Sponsor
- e. Club Sponsors
- f. Freshman Advisor
- g. Department Heads

\*A completion of duties and summary of activities form shall be completed to receive compensation.

10.11 7<sup>th</sup> - 8<sup>th</sup> - 9<sup>th</sup> Grade Athletics

- a. 7<sup>th</sup> grade team only - 7%\*
- b. 8<sup>th</sup> grade team only - 7%\*
- c. 9<sup>th</sup> grade team only - 7%\*
- d. 7<sup>th</sup> & 8<sup>th</sup> Grade combined to one squad - 8%
- e. 7<sup>th</sup> & 8<sup>th</sup> grade teams (two teams) coached by the same person - 9%
- f. 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> grade combined to one team-8%

(Note: any freshman coach who performed varsity summer practice during 2013 would receive stipend in the amount of \$250.00 for summer 2013)

10.12 7<sup>th</sup> - 8<sup>th</sup> - 9<sup>th</sup> Grade Cheerleading Squads

- a. 9<sup>th</sup> Grade Squad Only -  
Football - 3.5%  
Basketball - 3.5%
- b. Separate 7<sup>th</sup> and 8th Grade Squad with one advisor: without football-5%,  
with football-8%
- c. Separate 7<sup>th</sup> OR 8<sup>th</sup> Grade Squad with one advisor - 2.5%
- d. Combined 7<sup>th</sup> and 8th Grade Squad with one advisor-2.5%

10.13 Miscellaneous

- a. Jr. H.S. Yearbook Advisor - 4%
- b. Jr. H.S. Newspaper Advisor - 3%
- c. Jr. H.S. Assistant Football Coach - 5%

**C. EXTENDED SERVICE SCALE**

10.14 Extended Service Scale shall be figured on each teacher's per diem rate for the current school year. The number of days and how they are worked shall be stipulated by the Board of Education.

10.15 Category:

- 1. Counselor:
  - a. High School
  - b. Middle School
- 2. Teachers:
  - a. Home Ec., High School
  - b. Home Ec., Middle School
  - c. Media Specialists
  - d. Industrial Arts
  - e. Intervention Specialist
  - f. Band Director

\*Any teacher in a program who desires extended service shall present a statement of the necessary work required to complete their program for the year. The administration shall review the request and documentation and approve the extended service if they determine it is needed to complete the program.

10.16 Supplemental salaries shall be paid by separate check. Supplemental salaries will be paid three times during the year: Fall Sports – November, Winter Sports – March, Spring Sports, Clubs & other activities – June.

SALARY SCHEDULE 2013-2014

STEP	NON-DEGREE	BA	150 HOUR	MA	MA+15
0	25,418.00	27,059.27	28,412.24	30,441.68	31,984.06
	1.000	1.000	1.050	1.125	1.182
1	26,587.23	28,304.00	29,819.32	31,984.06	33,526.44
	1.046	1.046	1.102	1.182	1.239
2	27,756.46	29,548.73	31,226.40	33,526.44	35,068.82
	1.092	1.092	1.154	1.239	1.296
3	28,925.68	30,793.45	32,633.48	35,068.82	36,611.20
	1.138	1.138	1.206	1.296	1.353
4	30,094.91	32,038.18	34,040.57	36,611.20	38,153.58
	1.184	1.184	1.258	1.353	1.410
5	31,264.14	33,282.91	35,447.65	38,153.58	39,695.95
	1.230	1.230	1.310	1.410	1.467
6	32,433.37	34,527.63	36,854.73	39,695.95	41,238.33
	1.276	1.276	1.362	1.467	1.524
7	33,602.60	35,772.36	38,261.81	41,238.33	42,780.71
	1.322	1.322	1.414	1.524	1.581
8	34,771.82	37,017.09	39,668.89	42,780.71	44,323.09
	1.368	1.368	1.466	1.581	1.638
9	35,941.05	38,261.81	41,075.98	44,323.09	45,865.47
	1.414	1.414	1.518	1.638	1.695
10	37,110.28	39,506.54	42,483.06	45,865.47	47,407.85
	1.460	1.460	1.570	1.695	1.752
11	38,279.51	40,751.27	43,890.14	47,407.85	48,950.23
	1.506	1.506	1.622	1.752	1.809
12	39,448.74	41,995.99	45,297.22	48,950.23	50,492.60
	1.552	1.552	1.674	1.809	1.866
13	40,617.96	43,240.72	46,704.31	50,492.60	52,034.98
	1.598	1.598	1.726	1.866	1.923
15	40,617.96	44,080.72	47,544.31	51,332.60	52,874.98
	1.598	1.598	1.726	1.866	1.923
17	40,617.96	44,920.72	48,384.31	52,172.60	53,714.98
	1.598	1.598	1.726	1.866	1.923
19	40,617.96	45,760.72	49,224.31	53,012.60	54,554.98
	1.598	1.598	1.726	1.866	1.923
21	40,617.96	46,600.72	50,064.31	53,852.60	55,394.98
	1.598	1.598	1.726	1.866	1.923

SALARY SCHEDULE 2014-2015

STEP	NON-DEGREE	BA	150 HOUR	MA	MA+15
0	25,418.00	27,532.80	28,909.44	30,974.40	32,543.77
	1.000	1.000	1.050	1.125	1.182
1	26,587.23	28,799.31	30,341.15	32,543.77	34,113.14
	1.046	1.046	1.102	1.182	1.239
2	27,756.46	30,065.82	31,772.85	34,113.14	35,682.51
	1.092	1.092	1.154	1.239	1.296
3	28,925.68	31,332.33	33,204.56	35,682.51	37,251.88
	1.138	1.138	1.206	1.296	1.353
4	30,094.91	32,598.84	34,636.26	37,251.88	38,821.25
	1.184	1.184	1.258	1.353	1.410
5	31,264.14	33,865.34	36,067.97	38,821.25	40,390.62
	1.230	1.230	1.310	1.410	1.467
6	32,433.37	35,131.85	37,499.67	40,390.62	41,959.99
	1.276	1.276	1.362	1.467	1.524
7	33,602.60	36,398.36	38,931.38	41,959.99	43,529.36
	1.322	1.322	1.414	1.524	1.581
8	34,771.82	37,664.87	40,363.08	43,529.36	45,098.73
	1.368	1.368	1.466	1.581	1.638
9	35,941.05	38,931.38	41,794.79	45,098.73	46,668.10
	1.414	1.414	1.518	1.638	1.695
10	37,110.28	40,197.89	43,226.50	46,668.10	48,237.47
	1.460	1.460	1.570	1.695	1.752
11	38,279.51	41,464.40	44,658.20	48,237.47	49,806.84
	1.506	1.506	1.622	1.752	1.809
12	39,448.74	42,730.91	46,089.91	49,806.84	51,376.20
	1.552	1.552	1.674	1.809	1.866
13	40,617.96	43,997.41	47,521.61	51,376.20	52,945.57
	1.598	1.598	1.726	1.866	1.923
15	40,617.96	44,837.41	48,361.61	52,216.20	53,785.57
	1.598	1.598	1.726	1.866	1.923
17	40,617.96	45,677.41	49,201.61	53,056.20	54,625.57
	1.598	1.598	1.726	1.866	1.923
19	40,617.96	46,517.41	50,041.61	53,896.20	55,465.57
	1.598	1.598	1.726	1.866	1.923
21	40,617.96	47,357.41	50,881.61	54,736.20	56,305.57
	1.598	1.598	1.726	1.866	1.923

**SALARY SCHEDULE 2015-2016**

STEP	NON-DEGREE	BA	150 HOUR	MA	MA+15
0	25,418.00	28,014.62	29,415.35	31,516.45	33,113.28
	1.000	1.000	1.050	1.125	1.182
1	26,587.23	29,303.29	30,872.11	33,113.28	34,710.11
	1.046	1.046	1.102	1.182	1.239
2	27,756.46	30,591.97	32,328.87	34,710.11	36,306.95
	1.092	1.092	1.154	1.239	1.296
3	28,925.68	31,880.64	33,785.63	36,306.95	37,903.78
	1.138	1.138	1.206	1.296	1.353
4	30,094.91	33,169.31	35,242.39	37,903.78	39,500.61
	1.184	1.184	1.258	1.353	1.410
5	31,264.14	34,457.98	36,699.15	39,500.61	41,097.45
	1.230	1.230	1.310	1.410	1.467
6	32,433.37	35,746.66	38,155.91	41,097.45	42,694.28
	1.276	1.276	1.362	1.467	1.524
7	33,602.60	37,035.33	39,612.67	42,694.28	44,291.11
	1.322	1.322	1.414	1.524	1.581
8	34,771.82	38,324.00	41,069.43	44,291.11	45,887.95
	1.368	1.368	1.466	1.581	1.638
9	35,941.05	39,612.67	42,526.19	45,887.95	47,484.78
	1.414	1.414	1.518	1.638	1.695
10	37,110.28	40,901.35	43,982.95	47,484.78	49,081.61
	1.460	1.460	1.570	1.695	1.752
11	38,279.51	42,190.02	45,439.71	49,081.61	50,678.45
	1.506	1.506	1.622	1.752	1.809
12	39,448.74	43,478.69	46,896.47	50,678.45	52,275.28
	1.552	1.552	1.674	1.809	1.866
13	40,617.96	44,767.36	48,353.23	52,275.28	53,872.11
	1.598	1.598	1.726	1.866	1.923
15	40,617.96	45,607.36	49,193.23	53,115.28	54,712.11
	1.598	1.598	1.726	1.866	1.923
17	40,617.96	46,447.36	50,033.23	53,955.28	55,552.11
	1.598	1.598	1.726	1.866	1.923
19	40,617.96	47,287.36	50,873.23	54,795.28	56,392.11
	1.598	1.598	1.726	1.866	1.923
21	40,617.96	48,127.36	51,713.23	55,635.28	57,232.11
	1.598	1.598	1.726	1.866	1.923

## ARTICLE XI – SALARY ADJUSTMENT

### A. SALARY ADJUSTMENT

11.01 The Buckeye Local Board of Education will authorize salary adjustments at the beginning of each school year based on official information. Registrar's statement, stamped grade sheet, or an original, official transcript presented to the Treasurer's Office on or before September 15 or January 15 of each school year. An original, official transcript must be filed with the Buckeye Local School District as soon as possible.

11.02 Effective 2014 contract year, the base salary shall be \$27,059.27 (BA Step 0) on index and salary schedule (page 30).

Effective 2015 contract year, the base salary shall be \$27,532.80 (BA Step 0) on index and salary schedule (this reflects a 1.75% increase on the base salary).

Effective 2016 contract year, the base salary shall be \$28,014.62 (BA Step 0) on index and salary schedule (this reflects a 1.75% increase on the base salary).

All bargaining unit members shall be paid according to their training and experience on the indexed salary schedule in this Agreement. A bargaining unit member employed full-time under a regular continuing or regular limited contract shall advance vertically one (1) step on the salary schedule for each year of experience in the District with each year at least 120 days.

11.03 Substitute teachers who become bargaining unit members pursuant to Section 1.01 shall after sixty (60) days of service be placed at the first step of the appropriate experience column.

11.04 Definitions for salary schedule purposes:

- 1) Non-Degree: College or University undergraduate educational preparation, but less than B.A. Degree; (Teachers employed prior to July 1, 2009 are grandfathered at the B.A. rate.) See attached salary schedule.
- 2) B.A.: Bachelors Degree, but less than 150 semester hours;
- 3) Minimum of 150 semester hours, but less than M.A. Degree;
- 4) M.A.: Master's Degree;
- 5) M.A. + 15: (+15) fifteen additional semester hours of graduate work earned after receiving a Master's degree.

11.05 Experience Credit:  
A new employee may voluntarily agree to waive experience credit beyond six (6) years.

11.06 Tutoring

- a. A teacher tutor is any BLCTA member who has been assigned to tutoring responsibilities during the school year before or after the school day.
- b. Tutor(s) shall receive their compensation through the normal payroll procedure via a bi-weekly check.

11.07 BCI Check

The Board has agreed to pay the State fee up to \$15 for all teachers currently employed in the Buckeye Local School District. Beginning with the 2007-2008 school year, teachers newly hired by the District will pay for their initial BCI check and thereafter have the State fee up to \$15 picked up by the Board.

The Board assumes no financial responsibility for FBI fingerprints required for certification purposes.

## ARTICLE XII – RETIREMENT PAY

### A. RETIREMENT PAY

12.01 Retirement pay shall be offered only to those employees who are retiring from active service on the date they terminate employment from Buckeye Local School District. The amount of retirement payment upon retirement shall be determined by multiplying the daily rate of the staff member's salary at the time of retirement from the Buckeye Local Schools by twenty five percent (25%) of the unused accumulated sick leave up to and including 250 days. Retirement pay shall be based upon the daily rate pay as determined from the staff member's contract in effect at the time of retirement from the Buckeye Local School District. Payment of retirement pay on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the staff member. In the event that the staff member dies before retirement, retirement pay will be paid to his/his survivors or estate based on the accumulation of unused sick leave at the time of death and calculated according to the method described herein.

In lieu of the 25% retirement payment, the staff member may choose to receive retirement pay consisting of Fifty (50) dollars for each day of accumulated, unused sick leave on the date of retirement.

## ARTICLE XIII – COMPLIMENTARY PASSES

### A. COMPLIMENTARY PASSES

- 13.01 Complimentary passes to school events shall be issued to those teachers who request one.
- 13.02 One person's name will be on each pass (one admission only).
- 13.03 The passes will be non-transferable.
- 13.04 Passes will be collected if abused.
- 13.05 Teachers may be asked, at times, to donate their time to help at school events.
- 13.06 Passes will be valid only for home athletic events.

## ARTICLE XIV – INSURANCE

### A. HOSPITALIZATION AND MAJOR MEDICAL

- 14.01 The Buckeye Local Board of Education shall make available to each certified employee hospitalization and major medical insurance, dental insurance and prescription coverage.

FY 2014 Plan A - Board share 90%; Employee share 10%  
Plan B – Board share 90%; Employee share 10%  
Plan C – Cap of BOE payment at \$1060/family; \$370/single.  
Employee will pay \$0.00

FY 2015 & FY 2016  
All employees will be offered the following:

HMO Plan	\$20 copay	Deductibles: \$500 Single/\$1,000 Family
Employees Share:	10%	Board Share: 90%

\*All plans are defined as inclusive of the combined premium of medical and dental.

**Schwendeman  
Agency Inc.**  
Prepared: December 18, 2013

**Buckeye Local Schools**

	1b Health Plan \$20 HMO Network
Annual Deductible	
Single	\$500
Family	\$1,000
Coinsurance	100%, after deductible
Out of Pocket maximum (Includes deductible)	
Single	\$4,000
Family	\$11,000
Emergency Room Visit (copay waived if admitted)	\$50 Copay
Urgent Care Facility	\$25 Copay
Inpatient Hospital	100%, after deductible
Office Visits	
Primary Care Physician	\$20 Copay
Specialist	\$20 Copay
Preventive Care	100%
Note:	<p>Insulin pumps &amp; supplies, durable medical equipment, prosthetics, and orthotics are covered at 80%, after deductible. Biofeedback therapy, family planning, and infertility services are covered at 70%, after deductible. Self-administered specialty drugs are covered under the RX rider with a copay of 30% or \$200, whichever is less.</p> <p>Essential benefits will have an unlimited lifetime maximum.</p> <p>All benefits with the exception of PCP and select specialist OV, ER &amp; Urgent Care copays will be applied to the deductible.</p>
Prescription Drugs	
Generic/Brand Formulary/Brand	\$10/\$20/\$35
Mail Order Drugs	(90 day supply)
Generic/Brand Formulary/Brand	\$25/\$50/\$87.50

The dual health insurance coverage is no longer permitted. Married couples, which are both employed by the School District are eligible for either one of the following:

- A. One Family Plan
- B. Two Single Plans

\*Either option may be chosen by the couple. In the case of a family, it is the responsibility of the couple to notify the Treasurer of the Board which employee will be considered the primary beneficiary.

- 14.02 Any employee in the District, including married couples working in the District, employees who have coverage outside the District, etc., may decline hospitalization benefits through the Buckeye Local School District and receive opt out compensation benefit as described in 14.06.
- 14.03 A married couple, both employed by the Buckeye Local School District, shall be required to state in writing as to whom the hospitalization policy will be written, and that the spouse chooses the opt out plan. This information shall be submitted to the Treasurer.
- 14.04 The Board of Education reserves the right to change carriers, but the policy must remain as good or better than the current policies. Change in present coverage, if made, will not cause a lapse of coverage. Should changes be made in carriers, the Board will provide comprehensive information on new carrier benefits.
- 14.05 Effective with the ratification of this contract, and thereafter, certificated employees who are employed on regular 1/2 time basis will be eligible for only 1/2 of Board paid benefits and 3/5 pay for 3/5 time, etc. The remaining portion shall be paid by the employee. This clause will not apply to employees hired prior to the 1983-84 school year.

14.06 Opt Out Compensation

Opt out compensation will be offered in the following categories:

- \$2,000 to go from two families to one family
- \$1,500 each to go from two families to two singles
- \$2,500 to go from one family to no insurance
- \$2,500 to go from one single to no insurance
- \$2,500 to go from one family and one single to one family
- \$0 to go from two singles to one family
- \$1,500 each to go from two singles to no insurance
- \$1,500 to go from one family and one single to two singles
- \$1,500 to go from one family to one single

\$1,500 each to go from one family to two singles

Amounts are to be prorated to the insurance dates of July 1 to June 30.

Employees must opt out of all health coverage including health, dental and prescription drugs. Payment will be in a one-time amount on December 15.

Any employee of the Buckeye Local School District that elects to take advantage of the opt-out plan must provide evidence of reasonable medical insurance coverage.

Upon acceptance and execution of this Agreement by the respective parties, the Board shall implement a Section 125 Internal Revenue Service Plan for the purpose of providing tax benefits to all employees pursuant to the regulations and guidelines of the IRS. The Board shall assume the costs of implementing and administering such plan.

This opt-out provision shall be offered to employees as authorized under Section 125 of the Internal Revenue Code. Should there be any change to the law or regulations which would create adverse tax consequences for those employees who do not opt-out as provided herein, then this provision shall be immediately suspended and no employee shall be permitted to opt-out for any payment.

**B. LIFE INSURANCE**

14.07 The Board of Education will increase the present term life insurance to \$28,000 per employee effective October 1, 1986 and to \$30,000 effective January 1, 1988.

**C. DENTAL INSURANCE**

14.08 The Board of Education shall provide dental insurance which meets the following specifications:

a. Comprehensive Dental Expense Maximum Benefit

1. Per lifetime for orthodontic treatment and services: \$1,000

2. Per calendar year for other covered dental expenses: \$1,000

b. Comprehensive Dental Expense Deductible

1. For Type I Dental expenses: None
2. For Type II and III Dental expenses: \$25.00
3. For Type IV Dental expenses: None
4. Family limit is three times the applicable individual deductible amount (\$75.00)

c. Comprehensive Dental Expense Coinsurance Factor

- |    |          |      |
|----|----------|------|
| 1. | Type I   | 100% |
| 2. | Type II  | 80%  |
| 3. | Type III | 50%  |
| 4. | Type IV  | 50%  |

14.09 Effective with the ratification of this contract and thereafter, certificated employees who are employed on regular, 1/2 time basis will be eligible for only 1/2 of board-paid benefits and 3/5 pay for 3/5 time, etc. The remaining portion shall be paid by the employee. This clause will not apply to employees hired prior to the 1983-84 school year.

14.10 Section 125 Plan

The Board shall provide to bargaining unit members Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third party administrator selected by the Board. Costs incurred by the third party administration of the plan will be deducted from any balance left in FSA's at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify certain amounts of monies to be deducted from their standard gross compensation on a per pay pre-tax basis, and such monies may be designated towards health insurance premiums, a health care account and a dependent care account, if permitted by law.

\*This program may only be implemented if mutually determined to be cost effective for the Board and the employees.

**D. VISION INSURANCE**

14.11 Vision insurance will be made available on a voluntary basis if enough members enroll.

## ARTICLE XV - MISC. WORKING CONDITIONS

### A. PERSONAL RECORDS

#### 15.01 Professional Record File

There will be established and maintained one (1) official file on teaching staff members. This file will be maintained in the Central Office. Any teacher shall have the opportunity to read any material which may be considered critical of his conduct, service, character, or personality before it is placed in his personnel file. A teacher shall acknowledge that he has read the material by affixing his signature and the date to the copy to be filed. His/her signature shall not indicate agreement with the content of the material but indicates only the material has been inspected by the teacher. A form, requiring the date and signature of the person reviewing the material, shall be provided and kept in each personnel file. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Teachers shall be informed of any complaint by a parent and/or student, which is directed toward them, which will become a matter of record.

Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record. Each teacher shall have the right, following request, to review the contents of his/her own personnel file. A fellow member of the Buckeye Local Classroom Teachers' Association may, at the teacher's request, accompany the member in such a review. Material will be removed from his/her file when a teacher claims that it is inaccurate or unfair when said claims have been sustained by the grievance procedure. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file. Each teacher, upon request, is to be given a copy of his/her formal evaluation session. Exceptions may need to be made in case of illness or other emergency involving either party.

A bargaining unit member will be notified within ten (10) business days of any public records request to review said unit member's personnel records and shall be told the name of the person making said request.

### B. JURY AND COURT PAY

#### 15.02 Jury Duty

Any instructional staff member shall be granted a court leave for the purpose of jury duty. Any instructional staff member called for jury duty shall notify his/her building principal or his/her immediate supervisor as soon as possible. The staff member shall turn over to the treasurer the jury duty check. In return, therefore, he/she will receive his/her regular pay for the time spent on such leave. No leave days will be deducted from the employee's accumulated days of leave.

Any instructional staff member called for a work related court ordered appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. No leave days will be deducted from the employee's accumulated days of leave.

15.03 Required Court Appearances

- a. As a direct result of the performance of specific duties for the Board of Education and in support of the Board of Education:
  1. The employee shall be granted leave as deemed necessary and shall be paid full compensation by the Board. No leave days will be deducted from the employee's accumulated days of leave;
  2. If called on a non-working day, the employee will receive pay at his/her per diem rate.
- b. The Buckeye Local Board of Education agrees to permit the use of accumulated personal leave or payroll deductions for court appearances required by the court, for situations not covered in Article XV, Section 15.02 and 15.03.

15.04 Suit Against the Board

An employee who files suit against the Buckeye Local Board of Education will be charged with payroll deduction for time spent away from the place of employment for required court appearances.

**C. NON-INSTRUCTIONAL TIME**

15.05 Planning, Grading and Conference Period (P.G.C.)

- a. The Buckeye Local Board of Education shall provide all full time regular classroom teachers of the high schools, elementary schools, and junior high schools no less than one (1) P.G.C. period per day of not less than forty (40) minutes.
- b. Every attempt will be made so that no teacher will have multiple P.G.C. periods on the same day.
- c. P.G.C. time shall be during the school day while students are in class.
- d. Should a special teacher or aide be absent, which would prevent a classroom teacher from having a scheduled P.G.C. period, the principal will make provisions so that the teacher can still take his/her P.G.C. period.

15.06 Use of In-Service Meetings

One of the present individual building in-service meetings shall be set aside for discussion of curriculum, textbook selection and/or instructional materials.

15.07 Professional Planning and Development

If professional planning and development is initiated by the administration on behalf of the Board of Education and such study is requested by the administration to take place during the summer, then those requested and involved shall receive compensation for the extended period of time at the hourly rate of fifteen dollars (\$15.00.). All employees involved in professional planning and development during the regular school year but outside the regular school day shall receive compensation for the extended period of time at the hourly rate of fifteen dollars (\$15.00). Professional development initiated by the administration that takes place during the regular school day should take place outside the time allotted for P.G.C.

15.08 Teacher(s) who are awarded duties outside of the normal scheduled workday will be compensated at \$15.00 per hour for each hour duties are performed outside of the normal scheduled workday.

**D. SUPPLY FUND**

15.09 a. Individual Teacher Supply Allowance

Each building principal shall be allocated \$75.00 per teacher, annually, in addition to building allotment, to be used in requisitioning and purchasing supplies requested by the teacher and approved by the building principal. Allocations will be available to expend from August 1<sup>st</sup> through October 30<sup>th</sup> of each year.

**E. WORK-DAY / WORK YEAR**

15.10 School Day

The school day shall be 7 hours and 20 minutes except:

- a. 2 days may be extended for parent conferences.
- b. Staff may be required to work one extended day for musicals, science fairs, and vocational displays.

15.11 School Year and Calendar

The school year shall consist of 183 contract days. The school year shall consist of the following:

- a. 179 days with students in session
- b. One day (or the equivalent of one day) for parent conferences

- c. One day for professional meeting prior to the first student day of school
- d. One day for teacher in-service meetings and training
- e. One day for teacher reports (workday at conclusion of the school year).
- f. Calendar to be submitted to the CTA President for review before adoption by the Board. Final decision is the exclusive right of the Board of Education.

**F. MISCELLANEOUS**

**15.12 Summer Maintenance**

Buckeye Local teachers who make application for summer maintenance work with the Buckeye Local School District will be given consideration for employment.

**15.13 Mileage Rates**

Mileage shall be paid at the current IRS rate.

**G. STUDENT DISCIPLINE**

**15.14 Emergency Removal by Teacher**

A teacher may remove, on a temporary basis, a pupil from curricular or extra-curricular activities under his/her supervision, without prior notice and hearing, for the same reasons for which a superintendent, principal or assistant principal may make an emergency removal. The principal shall be notified, verbally, immediately following removal. Within 24 hours the teacher is to submit in writing to the principal the reasons for the removal.

**15.15 Procedures After Removal**

As soon as practicable (within 24 hours) after an emergency removal, written notice of the right to a hearing and reasons for removal shall be given. A hearing must be held within 72 hours of the initial removal, and in accordance with the procedures for a pre-suspension hearing, unless it is probable that the pupil will be expelled, in which case the hearing must be held within 72 hours of the initial removal, and in accordance with the procedures for a pre-expulsion hearing. The person who requested, causes, or ordered the removal must be present at the hearing. However, notice and hearing is not required in the case of normal disciplinary procedures in which a pupil is removed from a curricular or extra-curricular activity for less than 24 hours and is not subject to suspension or expulsion.

15.16 Reinstatement Following Removal by Teacher

If a superintendent or principal reinstates a pupil in a curricular or extra-curricular activity under a teacher's supervision following an emergency removal by that teacher, the teacher must be given, upon request, written reasons for reinstatement.

## **ARTICLE XVI - FACULTY MEETING, TUITION AND CALAMITY DAYS**

16.01 Building Meetings

Building meetings shall be scheduled within the 7 hour and 20 minute workday.

Building meetings shall be scheduled at the discretion of the building principal. Teachers will be given reasonable notice. Meetings shall take place within the teacher workday. All teachers shall attend faculty meetings unless excused by the building principal.

16.02 Reimbursement for Graduate Studies

The Buckeye Local Board of Education is encouraging all teachers and administrators to further their education. This encouragement has inducements at a maximum of \$592 (Note: In return, the attendance bonus will be deleted.) per school year. This year would begin during the summer session for teachers already employed, but teachers beginning new to the Buckeye Local School system in the fall would count only those hours completed after they have been employed and had begun working. The course(s) would need approval by the Superintendent and the course(s) would also fit into the teaching assignment and/or in upgrading their teaching such as guidance or administration. Payment would be made quarterly (March 31, June 30, September 30, and December 31) and would be made upon evidence of completion with a grade of "C" or better. All course work must be for graduate credit.

16.03 Notice for School Closing and Time for Reporting on Delayed Openings

A decision by the Superintendent of Schools to close the entire system or a particular building by reason of health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media for priority dissemination to students and staff members. The decision of Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the local news media for priority dissemination to students and staff. Teachers affected by the notice of a delayed starting time will add the length of the delay to their starting time.

16.04 Plan for Alternative Make Up of Calamity Days

1. This Alternative Make Up Calamity Day plan submitted to the State shall have the written consent of the Association. Such consent shall be on file in the official file of the Board of Education.
2. Not later than November 1 of the school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring an amount of time equal to or greater than the amount of instructional time the student would receive for three (3) school days in such teacher's class.
3. The teacher shall designate the order in which the lessons are to be completed on the district's web portal or web site.
4. Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
5. As soon as practicable but no later than three (3) school days after an announced school closure in excess of the number of days permitted under Section 3313.48, staff members shall notify students of the designated lessons available on the district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
6. Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade.
7. Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade. The district will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.
8. The Board of Education hereby authorizes "blizzard bags" which are paper copies of the lessons posted online upon request of the student. Teachers shall prepare paper copies approximating the content of the online lessons and shall update such paper copies when updating any of the online lessons. "Blizzard bags" shall be distributed to any student requesting such copies. Students shall submit completed lessons to the teachers assigning such lessons not

later than two weeks after the date of lesson assigned due to a school closing in excess of the number of days permitted under Section 3313.48.

16.05 Reading Endorsement Assessment

*If requested by the Board of Education, teachers who successfully pass the state-approved Reading Endorsement Assessment, will be reimbursed the full cost of assessment.*

## **ARTICLE XVII - REDUCTION OF STAFF**

17.01 Reduction of Staff

Any reduction of staff because of decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the District, financial reasons, or any other reason authorized by Section 3319.17 of the Ohio Revised Code shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

17.02 Notification of Anticipated RIF

If the Employer determines a RIF may occur, the Employer shall notify the Union in writing, not less than forty-five (45) days prior to the date the RIF is to be implemented. Within ten (10) days of receipt of the notification, representatives of the Employer and the Union shall meet to review the proposed RIF. Five (5) days following the meeting, the Union President shall be provided written notice which includes the reason(s) for the RIF: the position(s) to be reduced, eliminated, or not filled; the name(s) of the Employees to be affected, the date of Employer action to implement the RIF and the effective date of the RIF.

Unless a reduction in force is for financial reasons, not later than May 30<sup>th</sup> preceding the effective date of the suspension of any contract under this Article, all of the affected teachers that the Board of Education plans to layoff shall be sent written notification by certified mail OR PERSONAL DELIVERY that his/her employment shall be suspended because of a reduction in staff. If the personal delivery method is used to notify an affected teacher then written proof of receipt of the notification shall be obtained and the teacher shall sign a copy of the notice. If the teacher refuses to sign, the person delivering will note such refusal upon the notice and sign it.

17.03 Suspension of Contracts

All teachers, who are to be part of the plan, shall have their contracts renewed and the Board shall then proceed to suspend contracts for the reduction of staff. In suspending contracts of teachers within each teaching field affected by the reduction in force, teachers holding limited contracts in the area of certification/licensure shall be suspended first beginning with Category 1, Category 2, then Category 3 as below defined. No preference

for seniority shall be given except when making a decision between teachers who have comparable evaluations. *Comparable evaluations will be determined as follows:*

- a. For the purpose of this sub-section a teacher is deemed a "part of the plan" if the sole reason for dissolving employment relationship between the Board of Education and such teacher is a reduction of force.
- b. Once the District implements its evaluation system under House Bill 153, employees shall be rated on each evaluation they receive as either "ineffective", "developing", "skilled", or "accomplished". For each year an ineffective rating will receive a numerical value of 1; a developing rating will receive a numerical value of 2; a skilled rating will receive a numerical value of 3; and an accomplished rating will receive a numerical value of 4.
- c. For the 2013-2014 through 2015-2016 school years, all OTES and Non-OTES teachers shall be considered to have comparable evaluations. Effective the 2016-2017 school year, teachers covered by the OTES evaluations shall be comparable within each effective rating category as described below.
- d. There shall be three (3) categories of comparable evaluation (Category 1, Category 2, and Category 3) in which employees shall be placed based upon the average of the numerical values designated through the evaluation rating they receive for their three (3) most recent evaluations.
- e. Employees who receive a numerical average from the three (3) most recent evaluations of 1.0 – 1.9 will be placed in Category 1.
- f. Employees who receive a numerical average from the three (3) most recent evaluations of 2.0 – 2.9 will be placed in Category 2.
- g. Employees who receive a numerical average from the three (3) most recent evaluations of 3.0 – 4.0 will be placed in Category 3.
- h. Employees new to the District who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her teacher performance rating only.
- i. With respect to Non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.

**17.04 Seniority**

Every teacher's name shall appear in order of continuing contract status, limited contract status and within the continuing and limited contract status, individuals will be listed by seniority areas of certification/licensure and the appropriate performance categories as described in section 17.03. Those teachers who have more than one area of certification/licensure shall have their name on all lists for which they have certification/licensure. This list shall be maintained and updated on an annual basis and provided to the Association. Changes to the list will be provided to the Association no later than October 31 of each year. On October 31 the seniority lists will be posted in each building in the District. Any correction that needs to be made to the seniority list must be provided in writing to the Superintendent on or before November 30 of each year. Failure to object or request modification

of the seniority list by November 30 shall result in the waiver of any error, objection or challenge to the seniority list until the publishing of the next seniority list in the following year. Seniority is based on the length of continuous service as a teacher in the bargaining unit, which is not affected by authorized leaves of absences. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment. If an administrator who was previously a member of the bargaining unit returns to the bargaining unit in four (4) years or less after leaving the bargaining unit, then said bargaining unit member shall be credited with his/her prior years of continuous service earned as a teacher in the bargaining unit. Administrators who return to the bargaining unit after four (4) years as an administrator shall be credited with at most three (3) years of continuous service earned as a teacher in the bargaining unit. Such years of service shall count for purposes of seniority. An administrator who returns to the bargaining unit shall have his/her most recent final summative rating as a teacher for the initial placement on the seniority list as well as his/her areas of licensure/certification. If the administrator has no final summative teacher evaluation rating, the administrator will be placed into Category 2 until a final summative evaluation rating as a teacher is attained.

17.05 Continuing Contracts

Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.

17.06 Determination of Seniority

Where two or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the school board meeting at which they were hired. Those teachers employed on the same date shall use the date on their application form for seniority purposes. If utilization of the above procedures fails to determine seniority in any instance, any remaining tie will be broken by lot. All affected teachers and an Association representative shall be invited to witness the procedure used to break a tie by lot.

17.07 Recall

Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. If seniority is the determining factor, the Board shall conduct the recall in the following manner.

Names of teachers whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on continuing contract status and limited contract status and within the continuing contract status and limited contract status individuals will be listed by seniority, performance category as described in section 17.03 (beginning with Category 3, then Category 2, then Category 1) and certification/licensure. When there is an opening, the teacher in Category 3 (if no one in this Category is appropriately licensed for the position being recalled then proceed to Category 2 and so on) with the most seniority among those

certificated/licensed for the position shall be restored by the Board at the same seniority, salary and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended. No new teachers may be hired as long as there is a teacher certificated for the position on the RIF list.

17.08 Availability for Recall

If an opening occurs, the Board shall send a letter by certified mail or hand delivery with receipt obtained to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher shall notify the Superintendent within ten (10) working days from the date the letters are sent to indicate his/her availability for such position. Any teacher who fails to respond within ten (10) working days, or who declines to accept the position, will forfeit all recall rights. The Board shall reinstate that teacher indicating availability for such position who has the greatest seniority. When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list for a period of 36 months. The 36 months shall be from September 1 to September 1. The list must be available to the Association at all times.

- 17.09 The provisions of this Article shall not apply to a substitute teacher, long-term substitute teacher or reduction teacher who becomes a bargaining unit member pursuant to Section 1.01.

## **ARTICLE XVIII - LESSON PLANS**

18.01 Lesson Plans

- a. Lesson plan books shall be provided for each employee at Board expense at the beginning of each school year. Concurrent with the opportunity to secure these books, it is the obligation of all employees to have plans current and available for use by substitutes. Lesson plan books shall be considered the property of the employee; however, such books shall be made available to the principal or substitute upon request.
- b. Lesson plans must be written in relation to the Academic Content Standards and/or Common Core.
- c. Lesson plans must be submitted to the principal prior to leaving the building on the last day of the week or before a weekend or holiday.

## ARTICLE XIX - PTA-PTO

### 19.01 Participation in PTA-PTO

Participation in PTA-PTO shall be on a voluntary basis for all employees, however, all employees are encouraged to attend.

## ARTICLE XX - ASSOCIATION RIGHTS / MANAGEMENT RIGHTS

### A. ASSOCIATION RIGHTS

- 20.01 The Buckeye Local Classroom Teachers' Association shall have the right to transport mail from one school to another within the District by way of the District mail carrier and shall have the right to place mail for distribution to staff in mail boxes within the individual buildings.
- 20.02 The Buckeye Local Classroom Teachers' Association shall have the right to use the school bulletin boards located within teacher work areas and designated for use by staff for staff or building communications.
- 20.03 The Buckeye Local Board of Education shall make available a copy of the Board agenda to the president of the Association.
- 20.04 The Buckeye Local Classroom Teachers' Association shall have the right to payroll deduction of United Teaching Profession dues.

### B. MANAGEMENT RIGHTS

- 20.05 The Buckeye Local Classroom Teachers' Association recognizes the Board as the locally elected body statutorily charged with the responsibility to provide and manage public education in the Buckeye Local School District. Except as specifically limited by this agreement and Chapter 4117, Ohio Revised Code, the Board shall exercise its rights and authorities to fulfill this responsibility. Among those rights and authorities are the right and authority to:
  - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - 2. Direct, supervise, evaluate or hire employees;
  - 3. Maintain and improve the efficiency and the effectiveness of governmental operations;

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the overall mission of the employer as a unit of government;
7. Determine the adequacy of the work force;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

#### **ARTICLE XXI - NON-TEACHING DUTIES**

- 21.01 All teachers employed by the Buckeye Local School District shall be used in the rotation schedule for non-teaching duties.
- 21.02 All such duties shall be confined to the school campus within the scheduled day.

#### **ARTICLE XXII - ENTIRE AGREEMENT**

- 22.01 This agreement represents the whole and entire agreement between the parties and replaces all previously negotiated Agreements.
- 22.02 All the understandings and agreements arrived at by the parties are contained herein and may be added to, deleted from or otherwise changed only by amendment mutually agreed to by the parties.
- 22.03 The Buckeye Local School Board of Education shall not enforce a personnel policy or practice which violates the specific sections of this Agreement.
- 22.04 The Board of Education and the Association recognize that this Agreement has binding provisions to settle possible disputes that may occur between the above parties and the respective members of the parties.
- 22.05 Refusal of the Association or any of its members to cross a picket line established by any other employee organization recognized by the Board as the bargaining agent for other employees within the District shall not be construed as a breach of this Agreement.

## **ARTICLE XXIII - MAINTENANCE OF STANDARDS**

23.01 During the duration of this Agreement, the Buckeye Local Board of Education shall maintain all terms and benefits of employment as designated in this Agreement, at not less than the level in effect as of the effective date of this Agreement.

## **ARTICLE XXIV - CONTRACT PREPARATION**

24.01 The Contract shall be prepared by the Association with an electronic version provided to the Board of Education. Copies of the Agreement shall be printed at the equal expense of the Association and the Board.

## **ARTICLE XXV - CONFLICT WITH LAW**

25.01 If any provision of this Agreement is judged by a court of competent jurisdiction to be illegal and thus violate any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions shall be inoperative except to the extent permitted by law but the remaining provisions hereof shall remain in effect. Should such provision become inoperative, the parties shall meet to negotiate on such provision. Negotiations shall only concern those inoperative provisions.

## **ARTICLE XXVI - STRS PICKUP**

26.01 For purposes of this paragraph, total annual salary per pay period for each bargaining unit member shall be the salary otherwise payable under this agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required, from time to time by the State Teachers Retirement System (STRS), to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total annual salaries otherwise payable under this agreement, as amended, (including pickup amounts) and its employer contributions to STRS, shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

26.02 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall

report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the representative taxing authorities.

- 26.03 The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- 26.04 The pickup shall apply to all payroll payments made after the effective date of this provision.
- 26.05 Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

## **ARTICLE XXVII - INSURANCE COMMITTEE**

- 27.01 A committee composed of three (3) members of the bargaining unit selected by the Association, three (3) people appointed by the Board and three (3) members of OAPSE shall explore insurance issues and options related to district health insurances. The committee will examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage.
  - 1. Bargaining unit members will be provided release time up to three (3) days with substitutes to execute the work of the committee with five (5) days prior notice to the superintendent for scheduling purposes.
  - 2. Written reports shall be provided by the committee to the Board and the Association concerning issues under study by the committee.
  - 3. The committee shall report its findings and/or recommendations to the Board and the Association bi-annually.
  - 4. The Administration shall provide the committee with information on bargaining unit claims and experience, financial reports and other related data as requested by the committee.

## ARTICLE XXVIII – RESIDENT EDUCATOR LICENSE PROVISION

### 28.01 Mentors

#### A. Qualifications/Training

1. The mentor must have a minimum of a five (5) year professional educator license and have a minimum of two (2) consecutive years of teaching experience in the district.
2. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education state required Mentoring Program.
3. The mentor teacher must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/license.
4. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.
5. Each mentor shall be granted release time to attend committee meetings, necessary training to perform the required committee work and as necessary for direct mentoring activities such as for the purpose of observing classes and meetings with the mentor/resident educator.

#### B. Release Time

1. Each mentor/resident educator shall be granted at a minimum one day release time per grading period for direct mentoring activities, such as for the purpose of observing classes, meetings with his/her mentor/resident educator (included in A(5) above). The release days may be used in quarter (1/4) day increments and shall be coordinated by the building principal/immediate supervisor. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the superintendent or his/her designee.

#### C. Restrictions

1. The maximum number of resident educators a mentor may have is two (2) per year.

D. Protections

1. All mentor teachers and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded with confidentiality.
2. At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. The mentor and the resident educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

**ARTICLE XXIX - EVALUATION/STUDENT GROWTH MEASURES (SGMs)/STUDENT LEARNING OBJECTIVES (SLOs) COMMITTEE**

- A. The Association and the Board agree to establish an evaluation committee for the purpose of reviewing the policy and procedures for the OTES evaluation of bargaining unit members in the district and make all necessary recommendations to the Board of Education for approval.
- B. The committee shall be comprised of six (6) association members appointed by the Association President and six (6) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- C. Association Committee members shall be representative of elementary, junior high and high school.
- D. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Board.
- E. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage.
- F. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

- G. All recommendations of the committee shall be achieved by a majority vote. If a majority cannot be obtained, the Union and Administration each will have the opportunity to present their respective recommendations to the Board of Education.
- H. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate and will be reviewed annually.
- I. Minutes of meetings shall be distributed to committee members within five (5) days following meetings of the committee.
- J. The committee may establish sub-committees to assist with their work.
- K. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President/designee.
- L. If the District or individual building including teaching staff elects to utilize a SLO, this committee will assess, review, and approve the many facets of SGMs/SLOs.
- M. Compensation – Any committee work performed outside of the contractual work day shall be paid at a rate of fifteen dollars (\$15.00) per hour.
- N. Committee Authority
  - 1. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
  - 2. The Board agrees to amend the evaluation policy as necessary in accordance with the ORC.

#### EVALUATION STRUCTURE AND PROCEDURES

- A. All teachers shall be evaluated annually; said evaluation shall include a minimum of two (2) observations. (3319.111 C (1)) no later than September 30<sup>th</sup> of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, the District will notify each teacher in writing the name and position of his or her district credentialed evaluator. (3319.111 C (1)).
- B. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- C. The Board shall require at least three (3) formal observations of each teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Revised Code. (3319.111 E (1))

- D. Where a teacher is under consideration for renewal/non-renewal or under an improvement plan, a district administrator will serve as the credentialed evaluator.
- E. When a bargaining unit member is not up for renewal the district will utilize board approved credentialed OTES evaluators to evaluate OTES bargaining unit members.
- F. In the event that an assigned credentialed evaluator cannot complete the required evaluations due to illness or extenuating circumstances, the Superintendent may appoint another district credentialed evaluator to complete the required evaluation.
- G. The person who is responsible for assessing a teacher's performance shall be:
  - 1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle. The teacher may choose from evaluators in their building and submit their choice by September 15<sup>th</sup>.
  - 2. The evaluator shall not be a bargaining unit member.
- H. The Board will annually provide training in regard to the recalibration of evaluation ratings. The training will include the process and methodology of student growth data and the evaluation standards and rubrics utilized.
- I. Teachers
  - 1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including how to access the teaching standards and rubrics on which the evaluation is based.
  - 2. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 30<sup>th</sup>, or in the case of a new teacher, not later than thirty (30) days after initial employment with the district.
  - 3. Teachers for whom SGMs are applicable shall receive written instructions on the development and utilization of SGMs no later than May 30 prior to the school year when the SGM will be considered part of the teacher's final, summative evaluation rating.

- J. The Board may elect, by adoption of a resolution, to evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two (2) school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year. (3319.111 C (2))
- K. A teacher's performance shall be assessed based on the Ohio Educator Standards.
- L. Teacher performance assessments shall be based on the following elements:
- a. evidence provided by the teacher,
  - b. the formal observations of the teacher by the teacher's assigned evaluator, information provided by the building administrator,
  - c. and walkthroughs performed by a building administrator
- M. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers. Video or audio devices shall not be used to record teaching performance for the evaluations, whether by the teacher or by the district credentialed evaluator. The district or teacher will not use video/audio evidence submitted to ODE by the Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance.
- N. All monitoring or observation of bargaining unit member work performance shall be conducted openly and with full knowledge of the bargaining unit member.
- O. All teachers shall have at least two (2) formal observations by the evaluator of at least thirty (30) minutes each and classroom walkthroughs; (3319.112 A (3))
- P. A teacher may request a formal observation at any time, in addition to those required.
- Q. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days unless extenuating circumstances exist. At the pre-observation conference teachers shall provide evidence for the work situation to be observed.
- R. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within ten (10) work days following the formal observation unless extenuating circumstances exist. The district credentialed evaluator shall provide the

teacher with copies of evidence collected during formal observations and walkthroughs. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.

- S. A walkthrough is a formative assessment process that focuses on the following components that may include:
  - 1. student orientation of work;
  - 2. curricular decision points;
  - 3. instructional decision points;
  - 4. walk the walls;
  - 5. safety and health issues;
- T. The walkthrough may consist of at least five (5) consecutive minutes in duration.
- U. The teacher shall be provided a copy of the walkthrough form no later than two (2) work days following the walkthrough.
- V. At the request of the teacher, a meeting shall occur no later than two (2) work days after the walkthrough to discuss observations relative to the identified focus.
- W. OTES Professional Development Plans – Teacher performance and SGM-driven improvement plans shall be developed as follows: (This will not limit the Administration's ability to address issues identified outside of the OTES process.)
  - a. Teachers whose students evidence above expected levels of student growth shall develop a plan for continuing professional growth.
  - b. Teachers whose students evidence expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators.
  - c. Teachers whose students evidence below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluators.
  - d. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference. Performance deficiency is defined as receiving a rating of ineffective in a performance standard/criteria contained on the OTES Performance Rubric. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference.
  - e. The credentialed evaluator shall develop an Improvement Plan to address any teacher performance

deficiencies identified after the second observation using the OTES Improvement Plan Form. The credentialed evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented. This will not limit the Administration's ability to address issues identified outside of the OTES process.

- X. If a performance deficiency improvement plan is developed, it must be implemented for no less than three (3) benchmark (growth cycle) cycles, each benchmark (growth cycle) consisting of a three (3) to six (6) week time interval.

#### STUDENT GROWTH MEASURES (SGM)

- A. During the 2013-2014 school year, the district shall utilize Student Growth Measures based on the chart below:

Teacher Category	Value Added	Vendor Assessment	SLO/Other	Shared Attribution	Total
A1	40%			10%	50%
A2	26%			24%	50%
B				50%	50%
C				50%	50%

- B. During the 2014-2015 school year, the District evaluation committee will review the District Student Growth Measurement Index and make a recommendation to the Union and the Board by October 15<sup>th</sup> regarding the percentages and/or default percentages to be utilized during the 2014-2015 school year.
- C. When utilizing vendor assessments or SLOs to construct SGMs, all affected staff shall be trained on utilization.

#### CRITERIA FOR SGM

- A. The SGM portion of the evaluation will be derived from any of the following:
  - 1. value added (VA) data,
  - 2. ODE approved student assessments (vendor assessments), and
  - 3. menu of options determined locally such as SLOs.
- B. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year in conjunction with the teacher performance rating from the current year.
- C. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) evaluation cycles have been

completed and include three (3) consecutive years of SGM data and shall continue to be governed by the terms set forth in this agreement.

- D. In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five (45) or more excused or unexcused absences during the full academic year.
- E. In calculating student academic growth for teacher evaluation, linkage shall be used.

#### FINALIZATION OF EVALUATION

- A. Written Report – Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. Only the final summative written evaluation report, the final summative rating form and improvement plans shall be placed in an employee's personnel file.
- B. The evaluation report shall be signed by the evaluator, and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- C. The evaluation report shall be completed by May 10<sup>th</sup>, signed by both parties, and filed with the Superintendent.
- D. 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.
- E. The Board annually shall report to the Department of Education the number of teachers for whom an evaluation was conducted under this section and the number of teachers assigned each rating prescribed under division (B) (1) of section 3319.112 of the Revised Code, aggregated by the teacher preparation programs from which and the years in which the teachers graduated. The Department shall establish guidelines for reporting the information required by this division. The guidelines shall not permit or require that the names of, or any other personally identifiable information about, any teacher be reported under this division. (3319.111(G))

**ARTICLE XXX - DURATION**

30.01 The term of this agreement shall be effective September 1, 2013 to August 31, 2016.

STUD

A.

Christine Marie Butkus 4/29/14  
President Date  
Buckeye Local Classroom Teachers' Association

Allison Bostick 4/29/14  
Bargaining Chair Date  
Buckeye Local Classroom Teachers' Association

Naoma McKelley 4/30/14  
President Date  
Buckeye Local Board of Education

B.

Jan S Gann 4/30/14  
Treasurer Date  
Buckeye Local Board of Education

C.

Mark Miller 04-29-2014  
Superintendent Date  
Buckeye Local Board of Education

CRIT

**GRIEVANCE TRACKING FORM**

<p>To be filled out by the Grievant or Association</p> <p>_____ When Grievance occurred Date (Must file within 15 working days of occurrence. *See exception)</p> <p>Step 1 _____ Filed to Supervisor Date (filed within 8 days of informal mtg.)</p> <p>Step 2 _____ Filed to Superintendent Date (file within 5 days of receipt of Step 1 answer)</p> <p>Step 3 _____ Request Mediation Date (submit to Superintendent within 10 days of receipt Step 2. Must submit by certified mail)</p> <p>Step 4 _____ Request Arbitration Date (submit to Superintendent within 10 days of receipt Step 3. Must submit by certified mail)</p>	<p align="center">Administrator Section</p> <p>_____ Informal Meeting Resolved <input type="checkbox"/> Date Must occur within 5 days of grievance Not Resolved <input type="checkbox"/></p> <p>_____ Step 1 Supervisor Answer Sustained <input type="checkbox"/> Date Step One Meeting Date (within 3 days of Step 1 meeting) Denied <input type="checkbox"/></p> <p>_____ Step 2 Superintendent Answer Sustained <input type="checkbox"/> Date Step 2 Meeting Date (within 5 days of Step 2 meeting) Denied <input type="checkbox"/></p> <p>Step 3 Mediation Resolved <input type="checkbox"/> Not Resolved <input type="checkbox"/></p> <p>_____ Date Step 3 Meeting</p> <p>Mutual submit to AAA for arbitrator (within 10 days of the conclusion of Mediation meeting(s) from Step 3 )</p>
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EMPLOYEE GRIEVANCE FORM  
EMPLOYEES

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

Name of Claimant: \_\_\_\_\_

School: \_\_\_\_\_ Position: \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Be specific – state specific Article or Section of the  
Negotiated Agreement upon which grievance is based.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF  
SOUGHT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s) or Representative: \_\_\_\_\_

SIGNATURE/Date Received by Administrator: \_\_\_\_\_

SENT BY CERTIFIED MAIL; RETURN RECEIPT REQUIRED

HAND DELIVERED

BUCKEYE LOCAL SCHOOL DISTRICT  
APPLICATION FOR UNPAID LEAVE

Employee \_\_\_\_\_ Soc. Security # \_\_\_\_\_

Job Location \_\_\_\_\_ Date \_\_\_\_\_

An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Unpaid leave of absences are discouraged and will only be considered for approval by the Superintendent in RARE AND IRREGULAR INSTANCES as determined by the Superintendent.

In making application for an UNPAID LEAVE, I, the undersigned, understand that if approved by the Superintendent, such leave will be calculated to include deduction of my daily rate of pay and one-twentieth (1/20) of the monthly premium of the Board paid hospitalization, major medical, dental and life insurance for each unpaid day of absence.  
(Effective 1-1-87)

I HEREBY WISH TO MAKE APPLICATION FOR UNPAID LEAVE:

A. Dates of Absence: \_\_\_\_\_

B. Reason for Absence: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Building  
Principal or Supervisor

Date Received at Superintendent's Office \_\_\_\_\_

Received by: \_\_\_\_\_

\_\_\_\_\_ APPROVED

\_\_\_\_\_ NOT APPROVED

\_\_\_\_\_ # OF DAYS TO BE DEDUCTED

\_\_\_\_\_  
Signature of Superintendent

Payroll Department:

\_\_\_\_\_ Deducted Salary

\_\_\_\_\_ Deducted hospitalization, major medical, dental and life

**Self-Assessment Summary Tool**

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

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

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, Instruction and Intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content-specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

**Professional Growth Plan**

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

Self-Directed

Collaborative

Teacher

Evaluator

67

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

Evaluator Signature

Date

Teacher Signature

Date

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

## Improvement Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

68

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

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

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

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

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

69

**Section 4: Assistance and Professional Development**

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

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Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Improvement Plan: Evaluation of Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

### Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

#### INSTRUCTIONAL PLANNING

- **FOCUS** [Standard 4; Instruction]
  - What is the focus for the lesson?
  - What content will students know/understand? What skills will they demonstrate?
  - What standards are addressed in the planned instruction?
  - Why is this learning important?

#### ASSESSMENT DATA [Standard 3; Assessment]

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

#### PIOR CONTENT KNOWLEDGE / SKILLS / CONNECTIONS [Standard 1; Standard 2; Content / Standard 4; Instruction]

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

#### KNOWLEDGE OF STUDENTS [Standard 1; Students]

- What should the evaluator know about the student population? [See Data Measures Inventory for the Classroom]
- How is this a developmentally appropriate learning activity?

#### LESSON DELIVERY [Standard 2; Content / Standard 4; Instruction]

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

#### DIFFERENTIATION [Standard 1; Standard 4; Instruction]

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

#### RESOURCES [Standard 2; Content / Standard 4; Instruction]

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

#### CLASSROOM ENVIRONMENT [Standard 3; Standard 5; Learning Environment]

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

#### ASSESSMENT OF STUDENT LEARNING [Standard 3; Assessment]

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

#### PROFESSIONAL RESPONSIBILITIES [Standard 6]

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With teachers? With colleagues? In what ways do you seek the perspectives of others? Give an example.

#### PROFESSIONAL RESPONSIBILITY AND GROWTH [Standard 7]

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

**Teacher Performance Evaluation Rubric**

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <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	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <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><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (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**

<p><b>KNOWLEDGE OF STUDENTS</b> (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'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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 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>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>
<p>Evidence</p>				

Instruction and Assessment					
	Ineffective	Developing	Skilled	Accomplished	
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 5: 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><b>DIFFERENTIATION</b> (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				

<p><b>RESOURCES</b> (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><b>Evidence</b></p>				

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

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, skilled or accomplished*.

80

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

### Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  - 1.
  - 2.
  - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  - 1.
  - 2.
  - 3.

### Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question
  - "How do you think the lesson went?"
2. Reinforcing the Teacher
  - Identify an area of Reinforcement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
3. Refining the Teacher's Skill:
  - Identify an area of Refinement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
  - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

## Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

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

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

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