



13-MED-06-0757  
2319-01  
K30948  
06/12/2014

# Agreement

\*\*\*\*\*

Between the

**JOSEPH BADGER LOCAL BOARD OF  
EDUCATION**

and the

**BADGER EDUCATION ASSOCIATION**

**September 1, 2013 - August 31, 2016**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
<b>I</b>	<b>INTRODUCTION</b> .....	1
<b>II</b>	<b>RECOGNITION</b> .....	1-4
2.1	Recognition .....	1
2.2	Definitions .....	1
<b>III</b>	<b>NEGOTIATION PROCEDURES</b> .....	4
3.2	Exchange of Proposals .....	5
3.3	Negotiation Teams .....	5
3.4	Exchange of information .....	5
3.5	Caucus.....	6
3.6	Agreement .....	6
3.7	Disagreement .....	6
3.8	Agreement Duplication Cost7.....	7
3.9	Interim Bargaining.....	7
<b>IV</b>	<b>ASSOCIATION RIGHTS</b> .....	8
4.18	Parental Complaint Process.....	10
4.19	Labor/Management Joint Committees.....	10
<b>V</b>	<b>RESPONSIBILITIES OF THE PARTIES</b> .....	12
5.6	Individual Contract .....	12
<b>VI</b>	<b>MANAGEMENT</b> .....	13
<b>VII</b>	<b>GRIEVANCE PROCEDURE</b> .....	14
7.1	Purpose .....	14
7.2	Definitions .....	14
7.3	Rights of the Grievant and the BEA .....	14
7.4	General Procedure.....	15
7.5	Formal Procedures .....	16
	Step A - Immediate Supervisor .....	16
	Step B - Superintendent.....	16
	Step C - Board of Education .....	16
	Step D. Arbitration.....	17
	Miscellaneous .....	17
<b>VIII</b>	<b>LEAVES</b> .....	17
8.1	Sick Leave .....	19
	Definition of Immediate Family .....	18
8.2	Personal Leave .....	19
8.3	Paternal Leave.....	20
8.4	Reinstatement Rights.....	21
8.6	Citizenship Leave.....	21
8.7	Assault Leave .....	21
8.8	Association Leave .....	22
8.9	Professional Leave .....	22
8.10	Sabbatical Leave .....	23

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
8.11	Family and Medical Leave Act.....	23
8.12	Unpaid Leave.....	24
<b>IX</b>	<b>EMPLOYMENT PROCEDURES.....</b>	<b>25</b>
9.1	Transfers .....	25
	Voluntary Transfers.....	25
	Involuntary Transfers .....	26
9.2	Vacancies .....	26
	Posting.....	27
9.3	Supplemental Pay Positions.....	27
9.4	Tutorial Positions .....	28
9.5	Personnel Files .....	28
9.6	Re-Employment after Retiring .....	29
<b>X</b>	<b>TEACHER ASSIGNMENTS .....</b>	<b>30</b>
10.4	Planning Periods.....	30
10.5	Elementary, Music, Art and Physical Education Employee.....	30
10.6	Workload .....	31
10.7	Inclusion.....	32
<b>XI</b>	<b>CASUAL SUBSTITUTE TEACHERS .....</b>	<b>33</b>
<b>XII</b>	<b>SCHOOL DAY AND SCHOOL YEAR.....</b>	<b>33</b>
12.1	School Day.....	33
12.2	School Year .....	33
<b>XIII</b>	<b>BENEFITS .....</b>	<b>34</b>
13.1	Payroll Deductions .....	34
13.2	Association Dues .....	35
13.3	Severance Pay.....	36
13.4	General Provisions.....	36
13.6	Separation for Reasons other than Retirement .....	38
13.6	Term Life Insurance .....	38
13.7	Hospitalization/Medical.....	38
	Wellness: Better Health .....	38
	Organizational Wellness .....	39
13.8	Dental Insurance .....	39
13.10	Employee Child Tuition Waiver .....	39
13.11	Insurance Opt-Out .....	40
13.12	Tuition Reimbursement.....	40
13.13	In Lieu of Vision Care.....	41
<b>XIV</b>	<b>EVALUATION .....</b>	<b>41</b>
14.1	OTES Teachers .....	41
14.2	Evaluation of Non-OTES Members .....	43
14.3	Philosophy .....	43
14.4	Objectives .....	44
14.5	Procedures .....	44

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
14.6	Schedule for Evaluation – Non-OTES .....	44
14.7	Criteria for Evaluation – Non-OTES .....	45
14.8	Observation – Schedule of Observation – Non-OTES.....	45
14.9	Observation Conferences .....	45
14.10	Identification of Deficiencies.....	45
14.11	Finalization of Evaluation/Written Evaluation – Non-OTES .....	46
14.12	Completion of Observation/Written Evaluation – Non-OTES.....	46
14.13	Response to Observation/Evaluation .....	46
14.14	Personnel Action Requirements.....	46
14.15	Due Process .....	47
<b>XV</b>	<b>REDUCTION-IN-FORCE .....</b>	<b>47</b>
15.1	Definition.....	46
15.2	Attrition.....	46
15.3	Reductions/Retention .....	47
	Seniority List .....	48
	Notice of Anticipated Reduction-in-Force .....	48
	Notice to BEA: BEA Presentation to Board .....	48
	Seniority and Certification .....	48
	Unemployment Compensation .....	49
	Placement on Substitute List.....	50
	Re-Employment Eligibility: New Employees .....	50
	Transfer when RIF Exists.....	50
	Notice of Offer of Re-Employment .....	50
	Retention of Rights and Benefits.....	51
15.4	Suspension of Contracts .....	51
15.5	Fiscal Emergency .....	52
<b>XVI</b>	<b>SALARY SCHEDULES.....</b>	<b>52</b>
16.1	Salary Schedule.....	52-56
16.2	Supplemental Salary Schedule .....	57
16.3	Supplemental Paychecks.....	57
16.4	Supplemental Salary Schedule – 2013-2016 .....	58-63
16.5	Mileage Reimbursement for Supplement .....	64
16.6	Newly Created Activities.....	64
<b>XVII</b>	<b>FAIR SHARE FEE .....</b>	<b>64</b>
<b>XVIII</b>	<b>LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....</b>	<b>65</b>
<b>XIX</b>	<b>RESIDENT EDUCATOR PROGRAM.....</b>	<b>66</b>
19.1	Definitions .....	66
19.2	Mentors.....	67
19.3	Compensation.....	68
19.4	General.....	68
<b>XX</b>	<b>DISTRICT CONSOLIDATION/JURISDICTIONAL CHANGE .....</b>	<b>69</b>

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
<b>XXI</b>	<b>EFFECTS OF THE AGREEMENT .....</b>	<b>70</b>
21.1	Duration .....	70
21.2	Severability .....	70
21.3	Complete Agreement .....	70
	Signature Page .....	71
<b>APPENDIX</b>	<b>.....</b>	<b>72</b>
	Standards-Based Teacher Evaluation.....	73-85
	Complaint Form .....	86
	Grievance Report Form.....	87-88
	Informal Grievance Process Meeting Completion Form .....	89
	Application for Leave.....	90
	Payment Request Form (Overload) .....	91
	Substitute Teacher Form.....	92
	Substitute Teacher Survey – HS/MS.....	93
	Substitute Teacher Survey – Elementary .....	94-95
	Mileage Reimbursement Form .....	96
	Tuition Reimbursement Form.....	97
	Graduate Level Credit Approval Form.....	98
	Teacher Position Request Form.....	99
	Evaluation Form .....	100-104
	Memorandum of Understanding – Evaluation Committee.....	105-106

**ARTICLE I.     INTRODUCTION**

The Board of Education of the Joseph Badger Local School District (hereinafter referred to as the "Board") and the Badger Education Association, affiliated with the Ohio Education Association, the National Education Association and the Northeastern Ohio Education Association, (hereinafter referred to as the "BEA") mutually recognize the importance of maintaining and continuing good rapport, free exchange of ideas and mutual understanding among the Board, its Administrative Staff, and the BEA, and the necessity of continuing the establishment of the salaries, hours, and terms and conditions of employment. (For purposes of this Agreement, the Administrative Staff shall include the local Superintendent and Supervisors.) They recognize, too, the desirability of establishing orderly procedures of communication and re-negotiation to insure the attainment of these goals, recognizing, however, that the Board, under Ohio Statutes, cannot delegate its rights and duty to make the final decision.

**ARTICLE II.    RECOGNITION**

2.1    Recognition

The Board hereby recognizes the Badger Education Association as the sole and exclusive bargaining agent of the following described unit for the purposes of representation and collective bargaining on any and all matters related to wages, hours, terms and other conditions of employment: All certificated/licensed employees, but excluding: (1) all administrative personnel, (2) substitute personnel other than long-term substitutes to the extent set forth herein, (3) teaching assistants/aides, and (4) nurses.

2.2    Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A.    Employee: Any employee in the bargaining unit defined in Section 2.1 of this Agreement.
- B.    Full-Time Employee: An employee who is regularly scheduled to work the 35 hours 50 minutes work week (7 hours 10 minutes per day, five (5) days per week).
- C.    Part-Time Employee: An employee who is regularly scheduled to work fewer than 35 hours 50 minutes per work week.
- D.    Day: A calendar day.
- E.    Workday: A day on which an employee is scheduled to report for work.

- F. Teaching/Instructional Period: Any period in which a teacher is assigned student(s).
- G. Immediate Supervisor: The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An Immediate Supervisor shall not be a person who is a member of the bargaining unit represented by BEA.
- H. Superintendent: The superintendent of the Joseph Badger Local School District or his/her designated representative.
- I. BEA: The Badger Education Association.
- J. Board: The Board of Education of the Joseph Badger Local School District.
- K. Seniority: Seniority is defined as total continuous teaching service in the employment of the District.
  - 1. Exclusions  
 Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
  - 2. Breaking of Seniority  
 A layoff and time spent on disability, retirement, or any Board-approved leave of absence shall not be construed to constitute a break in seniority; however, an employee's seniority shall be broken upon resignation, permanent retirement, or discharge in accordance with the provisions of this Agreement.  
  
 In the event that two or more employees in the same area of certification/licensure share the same seniority by first day worked, they shall be placed on the seniority list in accordance with Board action. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their application for employment with the Board.
- L. LPDC: The Joseph Badger Local Professional Development Committee has been established as the name of the entity required by State Senate Bill 230. The committee is district-wide in scope and is the only committee of its type authorized to operate within the District.
- M. IPDP: Individual Professional Development Plan.

N. Teaching Assistants/Aides: The Board may employ teaching assistants/aides for the elementary computer labs, and special and regular education classroom, as long as the teachers on the RIF list are given the first right of refusal to be employed as teaching assistants/aides. The assistants/aides will primarily provide intervention in individual and/or small group instruction. They may also supervise students in the cafeterias, at recess, before and after school. They may proctor group and individual tests in the absence of those who normally provide those functions. They may not take the place of certified/licensed teachers in the classroom for instructional purposes. Additional duties and assignments would be by mutual agreement between the BEA and Board. The creation and elimination of such positions lies specifically with management and is not subject to the provisions of this Agreement.

In addition:

1. Non-teaching employees may be employed by the Board for kindergarten students to be utilized solely as enrichment providers for non-instructional duties, including but not limited to such duties as Center Time, Story Time, specials, projects, rest time and snack time.
2. The non-teaching employees (i.e. enrichment aides) shall not take the place of classroom teachers for teaching/instructional time; evaluating; grading; filling out report cards; developing classroom teaching/instructional plans; conducting parent-teacher conferences and/or any other duty associated with the classroom teacher position, which the parties acknowledge is exclusively the work of the Association.
3. If provided by the District, enrichment time will be separated from teaching/instruction time (i.e., either a half day or full day blocks of each) and is for the purpose of facilitating a full day on campus for kindergarten students.

O. CEU: Continuing Education unit. One CEU equals ten (10) contact hours.

P. Resident Educator: A Resident Educator is a beginning teacher licensed after January 1, 2011. The Resident Educator Program, discussed herein, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement.

Q. Instructional Day: All specific assignments including classes, lunch, planning period, and duties not to exceed six (6) hours and forty-five (45) minutes.

R. Long-Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. By the 61st day of employment, all long-term substitutes shall receive a written contract of employment. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence.
2. The duration of employment of long-term substitutes shall be for the period specified in their contract of employment and shall automatically expire at the end of that term without action by the Board or further notice to the teacher.
3. Neither the provisions of Article XV – Reduction-in-Force, nor the provisions of Ohio Revised Code Section 3319.17, shall apply to long-term substitutes whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.
4. Neither the provisions of Non-Renewal and Continuing Contracts, nor the provisions of Ohio Revised Code Section 3319.11, shall apply to long-term substitutes.
5. Long-term substitutes will be informed of their status upon employment.
6. Beginning with the 61st day of employment, long-term substitutes shall be placed on the BA-0 step of the salary schedule.
7. If the employment of a long-term substitute extends beyond one year, the long-term substitute shall be advanced to the next step of the pay scale, assuming that he/she worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.
8. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace the same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

**ARTICLE III. NEGOTIATION PROCEDURES**

- 3.1 Unless otherwise agreed by the parties hereto, for successor contract negotiations, meetings shall be scheduled at the request of either of the parties, which shall not be made before February 15<sup>th</sup> of the year in which the contract expires, and will continue until negotiations are concluded. Either party may

require at each meeting a decision on the date, time and place of the subsequent meeting.

3.1.1 Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Both parties agree to react to each other's proposals, giving reasons if a proposal is unacceptable.

3.1.2 Unless mutually agreed to by the parties, bargaining information shall be kept private and shall not be shared with the general public unless and until impasse has been declared and a meeting with the Federal Mediator has been held.

### 3.2 Exchange of Proposals

Once the meeting date, time, and place have been mutually established, the following procedures shall be used:

- At the first meeting, the BEA and the Board shall exchange written initial proposals. By mutual agreement, the parties may exchange proposals electronically in advance of the first meeting.
- The parties will limit the negotiations to the proposals exchanged at the initial meeting or electronic exchange unless the parties mutually agree to discuss new or additional items, issues and/or proposals.

### 3.3 Negotiation Teams

The Board and the BEA each shall have no more than five (5) team members and one (1) other professional negotiator if so desired. These numbers may be amended as mutually agreed, including the presence of observers.

### 3.4 Exchange of Information

3.4.1 The parties agree to furnish, upon written request and within twenty (20) days, available information in such form as it may exist concerning the financial status of the School District and concerning other matters that are being negotiated.

#### 3.4.2 Records

The Board shall make available to the BEA Bargaining Chairman such information that is not precluded from release by law for the Association to use for the assimilation of material and statistics as are relevant to negotiations for the enforcement of this Agreement.

### 3.5 Caucus

Upon request of either party, meetings shall be recessed to permit the requesting party a period of time to caucus. Such caucus shall not exceed thirty (30) minutes unless extended time is mutually agreed upon. Neither party shall intentionally abuse its ability to caucus.

### 3.6 Agreement

3.6.1 Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be considered as final agreement.

3.6.2 The agreement reached through negotiation shall be reduced to writing and reviewed by the negotiating teams for accuracy.

3.6.3 Final agreement will be presented and recommended to the membership of the Association by BEA's negotiating team. If ratified by BEA, the Board's negotiating team shall recommend it to the Board of Education for ratification.

### 3.7 Disagreement

#### 3.7.1 Dispute Resolution Procedure

If agreement is not reached within sixty (60) calendar days after the initial negotiating sessions held under this Article or at any time after the expiration of the Agreement, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a commissioner from the Federal Mediation and Conciliation Service.

#### 3.7.2 Exclusivity

The negotiation procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. The parties mutually agree to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article neither diminishes nor precludes the Association's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that these procedures have been followed.

### 3.8 Agreement Duplication Costs

The Board/Administration will reproduce, on 8-1/2 x 11 paper or on CD, copies of this Master Agreement for both the Board and the BEA. Electronic copies will also be made available.

### 3.9 Interim Bargaining

Either party may request negotiations during the term of this Agreement on any issue that affects the terms and conditions of employment. Upon written request by either party for a meeting to open interim negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such requests for the purpose of discussing the existence of a bargaining obligation or whether a mutual agreement to negotiate exists.

Should interim negotiations proceed, in the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation & Conciliation Services (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure, which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.

If agreement is not reached within twenty (20) calendar days after the first mediation session, the parties shall submit the unresolved issue(s) to binding interest arbitration through the American Arbitration Association (AAA). Neither party shall add any new issues or new proposals beyond the last dated and exchanged proposals exchanged during the last mediation session.

The parties shall request a list of nine (9) arbitrators. Both parties may request an additional list at any point during the selection process. The parties shall use the voluntary rules established by AAA for arbitrator selection and appointment. Every effort shall be made to select the arbitrator within twenty (20) calendar days. The hearing will be held within sixty (60) days after selection of the arbitrator.

Prior to the date of the hearing, either party is free to issue counterproposals to the previous proposals as long as they are not regressive. The proposals presented to the arbitrator shall be the latest dated and exchanged proposals. No undated proposals may be presented during the hearing.

The hearing process shall be conducted as follows:

- a. Not later than two (2) days prior to the hearing, each party shall submit a written statement defining the unresolved issue(s) and briefly summarizing

the position of the party on the unresolved issue(s). The written statement shall be submitted to the arbitrator and to the other parties.

- b. The arbitrator shall hold an evidentiary hearing pursuant to the rules of the AAA.
- c. The arbitrator shall take evidence and hear arguments from both sides for one issue at a time, then move to the next issue.
- d. Each party shall have an opportunity to present material supporting its position on each issue with rebuttal. The party that proposed the contractual change shall present first. In the event both parties propose changes, the presentation order shall be rotated for each such issue.
- e. The arbitrator may not have any ex parte communication with either party.

After presentation of the evidence/proposals to the arbitrator, the arbitrator's authority shall be limited to selection of either the Board's proposal or the BEA's proposal on each issue. The arbitrator may not alter the language of either party's proposals without the prior written consent of both parties.

The cost of the arbitrator, court reporter, and the hearing room shall be shared equally by the parties. Any other costs shall be paid by the party incurring them.

#### **ARTICLE IV. ASSOCIATION RIGHTS**

- 4.1 The names, addresses, and level assignments of all newly employed staff members shall be supplied to the BEA President/designee within 15 working days of Board action.
- 4.2 The BEA shall be authorized to use the inter-school mail facilities and the teachers' mailboxes.
- 4.3 The BEA shall have the right to use inter-school phones for communication with teachers during non-student contact time.
- 4.4 The BEA shall have the right to use a reasonable space on a bulletin board for the general use of the BEA. The bulletin board shall be located in an area readily accessible to and normally frequented by teachers.
- 4.5 A copy of any written communication from the Board office directed to all members of the BEA shall be sent to the BEA President at the time such written communication is distributed to the members of the bargaining unit.

- 4.6 All new blank forms, which are produced locally and which require the signature of members should be reviewed by the BEA Executive Committee before they are given out to members of the bargaining unit.
- 4.7 The BEA shall schedule its regular monthly meetings on the same day of the week. Anyone expected to attend these meetings shall be excused from other after-school activities by the level principal, unless the member is employed under a supplemental contract that requires his/her presence after school on the given day.
- 4.8 The BEA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours, at a time and place that does not interfere with the normal and other scheduled use of such buildings except Saturdays, Sundays, and holidays.
- 4.9 Upon request of the BEA, a member of the bargaining unit elected to an OEA/NEA full-time release officer may be granted a leave of absence, not to exceed three (3) years. The Board shall be reimbursed by OEA/NEA, the salary, retirement and fringe benefits for said association member. Seniority shall not be accrued during such leave.
- 4.10 The BEA President may advise the Board, through the Superintendent, with respect to such matters as educational policies or general financial matters prior to their adoption and/or general publication.
- 4.11 Duly authorized representatives of the BEA's respective affiliates shall be permitted to transact official BEA business at a bargaining unit member's request on school property, provided that the respective principal is notified. This procedure shall not interfere with the normal classroom teaching.
- 4.12 A copy of all health insurance policies and insurance contracts that the Board has on file regarding members of the bargaining unit shall be given to the BEA President.
- 4.13 The BEA shall have the right to store its supplies and equipment on school property in a safe area, providing the BEA assumes full responsibility for any loss of supplies and equipment.
- 4.14 Copies of all personnel forms for leaves used by members shall be consistent with the Agreement and shall be available in the principal's office.
- 4.15 The BEA shall be allowed to use school facilities and equipment at all reasonable times when such items are not otherwise in school use. BEA shall provide reimbursement for any consumable material and associated cost attendant to such use and shall limit such use to its function as bargaining representative.

4.16 The BEA shall have the right to address bargaining unit members following staff meetings.

4.17 The BEA shall have the same right to address the members of the Board with concerns/comments/questions at any regular monthly meeting on matters of public concern. Requests shall be addressed through the Superintendent. For personnel and/or labor relations issues, the parties anticipate that the appropriate contractual procedures and chain of command will be followed.

4.18 Parental Complaint Process

4.18.1 Should an administrator receive a complaint or concern about a teacher from a parent, the administrator, unless circumstances dictate otherwise, will remind the parent of the chain of command and advise the parent to communicate directly with the teacher.

4.18.2 If after an initial conference between a teacher and a parent/guardian has taken place, and a conference with an administrator is deemed necessary, then the BEA member may request his/her level representative or another BEA member to be present at that conference and any subsequent conferences.

4.18.3 Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or student(s) until said complaint has been investigated by the immediate administrator and the teacher's position has been heard. The Superintendent, then the Board, may thereafter try to resolve the complaint with or without the teacher's participation. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint.

4.18.4 Excluded from this procedure are situations which may amount to a violation of law or which jeopardize the health or safety of students and/or staff, which shall be directed to local law enforcement or child services.

4.18.5 Complaints that are not brought to the teacher's attention shall not become a matter of record, nor shall they in any way affect that teacher's employment.

4.19 Labor/Management Joint Committees

Labor/Management Council: In order to facilitate communication and professionalism among and between members of the bargaining unit and the administration and Board, and for the purpose of providing a forum for the open

and mutual exchange of concerns affecting the total educational program of the District, the parties agree to establish a Labor Management Council. The BEA will determine its representatives on the Council and Board, whose numbers shall not exceed five (5) (one member from each of the three Level Management Boards, plus the BEA President and a representative of his/her choice which may be the OEA LRC) and the Superintendent shall designate at least one Board member, others from the administration and/or Board, not to exceed five (5). The Council will meet quarterly. The BEA President and the Superintendent shall establish meeting dates no later than September 15<sup>th</sup> each year. Additional meetings may be scheduled as needed and may be called by either the Superintendent or the BEA President by presenting a tentative agenda for the proposed meeting to the other party. This tentative agenda may be modified as needed. Within ten (10) days of the request to meet, the parties will establish a mutually agreeable time and date. Any member of this Council shall have the opportunity to submit agenda items prior to the mutually scheduled meeting.

Level Management Board: In order to facilitate communication and professionalism among and between members and the administration of each level, and for the purpose of providing a forum for the open and mutual exchange of concerns affecting the educational program, the parties agree to establish Level Management Boards.

The High School Level Management Board shall consist of the level principal and the Department heads (or designee by the Department head from the department as approved by the BEA President). The Middle School and Elementary Level Management Boards may consist of the level principal and up to four (4) level teachers. The BEA will determine its representatives on the Level Management Board. Each of the Level Management Boards shall meet quarterly and additionally, as needed, at the request of any member of the Level Management Board. All members of this Board may submit items to be on the discussion agenda.

Concerns/issues discussed and not resolved at Level Management Boards shall be forwarded to the Labor/Management Council.

It is understood by all parties that no part of this Master Agreement can be altered or appended through these committees.

The parties may mutually agree to seek the services of the Federal Mediation and Conciliation Service for labor-management training.

- 4.20 A copy of official Board meeting agendas, including available supplementary documentation will be sent to the BEA President no later than the Monday before the Board meeting. Should a meeting be cancelled, rescheduled or added, the BEA President will be notified by school email.

**ARTICLE V.     RESPONSIBILITIES OF THE PARTIES**

- 5.1 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Badger Education Association and all personnel listed in Paragraph 2.1 under "Recognition" are bound to observe the provisions of this Agreement.
- 5.2 There shall be no strikes, work stoppages, or interruptions or impeding of work for the term of this Agreement. No officer or member of the BEA shall authorize, instigate and/or condone any such activities. No employee shall participate in any such activities.
- 5.3 There shall be no interference with the right of employees to become or continue as members of the BEA or any other professional association or organization.
- 5.4 The Board shall administer its prerogatives without regard to race, color, religion, national origin, sex, marital status, age, physical impairment, disability or membership or non-membership in the union or other association.
- 5.5 It is the continuing policy of the Board and the BEA that the provisions of this Agreement shall be applied without discrimination to all the members of the bargaining unit. Each employee may at his/her sole option, determine whether to affiliate with an association or other professional educational organization.
- 5.6 Individual Contract Provision

The Board of Education will act upon the contractual status of an employee based upon the teaching certificate/license on file in the Treasurer's office as of April 1<sup>st</sup> of any given year.

Contracts are of two types: limited and continuing. A limited contract is one for a specific period of time not to exceed five (5) years. A continuing contract is one that shall remain in effect until the teacher resigns, elects to retire, or until it is suspended or terminated by the Board for cause (ORC, Section 3319.08).

Teachers new to the Joseph Badger Local School District shall receive a one-year contract. Successive contracts may be for a period of one or more years, in accordance with the Ohio Revised Code. Teachers who have been under limited contract with the Joseph Badger Board of Education for three (3) successive years, and who have had successful evaluations, shall be eligible for a multiple year contract.

Teachers who qualify for continuing contract status in compliance with state law and regulations shall meet the following timetable:

1. Submit a written request for consideration for continuing contract by November 1st of the year their current contract expires.
2. Submit necessary substantiating data: (a) an official transcript and (b) a copy of appropriate certificate/license to the April Board of Education meeting.
3. No continuing contracts will be issued during the term of an existing contract.
4. The Board of Education shall act upon continuing contracts at the April Board of Education meeting. It is the responsibility of the individual teacher to meet the time frame as outlined.

Teachers with a continuing contract prior to being employed in the Joseph Badger Local School District may be granted a continuing contract based on the Superintendent's recommendation and Board approval in accordance with state law.

In the event it is the determination of the Superintendent to recommend an extended limited contract for a tenure-eligible employee, such recommendation may be made directly to the Board without reference to the procedure for the same set forth in Ohio Revised Code 3319.11 (C). Any employee granted an extended limited contract will be provided with written reasons by the Superintendent directed at the professional improvement of the employee on or before April 30th.

Teachers employed with temporary certification/licensure are hired for one year only.

## **ARTICLE VI. MANAGEMENT**

- 6.1 Unless expressly referenced in 4117.08 of the Ohio Revised Code, the Board retains the exclusive right, by and through its designated Supervisors, to manage the business, educational, and other programs, and the schools of the Joseph Badger Local School District, and to direct the employees. This exclusive right to manage the business, educational, and other programs, and the schools, and to direct the employees includes the right to hire, suspend or discipline employees and/or students for proper cause, methods and programs to be used and the establishment of all school schedules, methods, processes, and other factors concerning the children in the school system. The Board shall have such other exclusive rights as are required of it to perform its duties and responsibilities.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

### **7.1 Purpose**

7.1.1 This grievance procedure shall be the exclusive means of resolving disputes concerning the alleged violation, misapplication or misinterpretation of the written provisions of the Master Agreement.

7.1.2 If the grievant does not file a formal grievance in writing within twenty (20) days after the grievant knew or should have known of the occurrence of the act or condition upon which the grievance is based, the grievance shall be considered waived.

### **7.2 Definitions**

7.2.1 A "grievance" is a claim by an employee, a group of employees, or BEA that there has been a violation, misapplication, or misinterpretation of a specific written provision of this Agreement.

7.2.2 The "grievant" is the employee, group of employees, or the BEA alleging a misinterpretation, misapplication or violation of the Agreement.

7.2.3 A "class action grievance" on the part of the BEA is for more than one person who has been aggrieved for which there is a common bond or an issue that stems from basically the same fact pattern.

7.2.4 Days shall be workdays, excluding calamity days.

7.2.5 "Immediate Supervisor" means level principal in most situations. In those cases where employees are not directly responsible to one principal, such as, but not limited to, specialized area teachers and teachers with multi-level assignments, the Immediate Supervisor shall be that Supervisor to whom the employee or group of employees is directly responsible.

### **7.3 Rights of the Grievant and the BEA**

7.3.1 There shall be no reprisals against any employee for filing a grievance. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from any personnel file of any (all) employee(s) involved.

7.3.2 The BEA has sole right to file grievances on its own behalf and the exclusive right to process grievances.

- 7.3.3 A grievant may elect to be accompanied by a representative of the BEA at all steps of the grievance procedure.
- 7.3.4 Conferences required by this procedure will be scheduled by the administration promptly and may utilize time within the instructional day to facilitate same should mutually convenient opportunities outside the instructional day not be readily available. Meetings will be scheduled so that all persons so entitled are afforded the opportunity to attend.
- 7.3.5 In the event a grievance is filed or being processed on or after May 15th, both parties will try to expedite and advance the grievance through the steps, so that the grievance may be exhausted prior to the end of the school year or as soon thereafter as possible.

#### 7.4 General Procedure

- 7.4.1 Since it is important that grievances be processed as rapidly as possible, the numbers of days indicated at each level are maximums. The time limits may only be extended by mutual agreement of the parties. Any grievance not presented or appealed within the time limits shall be waived. If an answer is not given within the time limits, the grievance shall automatically advance to the next step.
- 7.4.2 Before submission of a formal grievance, the grievant must attempt to resolve the complaint informally by meeting to discuss the matter with the appropriate supervisor. The administration will schedule informal grievance meetings promptly and may utilize time within the instructional day to facilitate same should mutually convenient opportunities outside the instructional day not be readily available. The grievant shall notify the supervisor that he/she is pursuing the informal stage of the grievance procedure. If the informal grievance meeting does not occur within two (2) days of a request to the supervisor, the grievant may proceed directly to filing a formal grievance as set forth below.
- 7.4.3 If the grievance is not resolved to the grievant's satisfaction at the conclusion of the informal discussion with the supervisor, the grievant may pursue the grievance through formal procedures, by filing a Grievance Report Form. The completed Form shall be numbered and dated and include a concise statement of the facts supporting the alleged grievance, the provision(s) of the Agreement allegedly violated, and the relief sought. In addition, the date of the informal meeting shall be reflected on the form.

7.4.4 All notices of hearings and decisions shall be sent to all parties involved at each step.

7.4.5 Settlements between the parties at any stage short of arbitration shall bind the immediate parties to the settlement, but may not be deemed precedent in any later grievance proceeding.

## 7.5 Formal Procedures

### 7.5.1 Step A – Immediate Supervisor

A meeting between the appropriate supervisor, the grievant and the BEA representative shall be held within ten (10) days of receipt of the Grievance Report Form. The decision of the supervisor shall be rendered no later than ten (10) days from the date of said meeting. A BEA officer and the Superintendent shall both be notified in writing as to the disposition of the grievance.

### 7.5.2 Step B – Superintendent

If the BEA is not satisfied with the disposition made at Step A, the BEA may, within ten (10) days of Step A, forward the written grievance to the Superintendent. Upon receipt of the Grievance Report Form, a hearing shall be conducted by the Superintendent within fifteen (15) days after the receipt of the request. The Superintendent will send a BEA officer a written disposition of the grievance within ten (10) days of the hearing.

If the appropriate supervisor in Step A is the Superintendent, Step B will be omitted and grievance will proceed to Step C.

### 7.5.3 Step C – Board of Education

If the BEA is not satisfied with the disposition made by the Superintendent, the BEA may, within ten (10) days after receiving the Superintendent's disposition of the grievance, refer the grievance in writing to the Board President either by hand delivery or certified mail with return receipt requested. The Board, at its option, may meet with the BEA for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law at or by the date of the next regular Board meeting.

The BEA will be present at this Board meeting to present verbal and/or written information to the Board. The Board may request additional information from either party. A notification of the Board's disposition

of the grievance shall be furnished to the grievant, a BEA officer, and the Immediate Supervisor within ten (10) days of the Board meeting.

#### 7.5.4 Step D – Arbitration

If the BEA is not satisfied with the disposition of the Board, the BEA may, not later than twenty (20) workdays after receipt of the written decision at Step C, refer the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The BEA shall request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association.

- A. The arbitrator so selected shall hold the necessary hearing promptly and issue a decision within such time as may be agreed upon. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted which shall be final and binding on both parties.
- B. The arbitrator shall have no authority to change, alter, modify or otherwise amend any of the terms of the collective bargaining agreement.
- C. The cost of arbitration shall be shared equally by the parties.

#### 7.5.5 Miscellaneous

- A. Meetings and hearings held under this procedure shall be conducted at a mutually agreed time and place which will allow all necessary parties to be present.
- B. All necessary parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- C. A grievance may be withdrawn by the BEA at any time without prejudice.

### **ARTICLE VIII. LEAVES**

#### 8.1 Sick Leave

- 8.1.1 Members of the bargaining unit shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at 1 1/4 days per month. Each new full time employee or an employee who has exhausted all earned sick leave shall, upon written request and eligibility to accumulate, be advanced five (5) days of sick

leave credit at the beginning of the school year or upon exhaustion of earned sick leave. The five-day advance is to be deducted from the future accumulation of sick leave credit the employee earns.

- 8.1.2 Unused sick leave shall be unlimited. Within 90 days of Board action on initial employment, newly-employed persons may initiate action to transfer accumulated sick leave days from another public employer in this state. The date of separation from previous employment must be less than ten (10) years prior to employment in the Joseph Badger Local School District.
- 8.1.3 Sick leave may be used for absences necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the employee's immediate family, as defined herein. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more days must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work.
- 8.1.4 Definition of Immediate Family

For purposes of illness or injury, immediate family is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, niece, nephew, spouse, child, son-in-law, step-child, daughter-in-law, foster child, grandparent, and grandchild. Sick leave may be utilized for these family members when the bargaining unit member is required to serve as the primary caregiver relative to injury or illness.
- 8.1.5 For purposes of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandparent, aunt, uncle, niece, nephew, in-laws bearing any of those relationships, or any dependent living in the employee's household.
- 8.1.6 The employee is required to notify his/her principal or designee as soon as possible after becoming aware of the need to use sick leave.
- 8.1.7 The employee shall complete, sign and submit the Board-provided absence form no later than the second workday after returning to work from sick leave. No sick leave payment shall be made until the required form is submitted. Upon notification by the Treasurer's office, employees may be required to utilize the District's electronic system for this purpose. Falsification of any information on the form shall constitute grounds for the termination of the employee's contract.

8.1.8 When a bargaining unit member is to be absent, he/she will notify the principal or designee of the absence at a time mutually agreed. If possible, he/she will notify the principal or designee the evening before. A bargaining unit member may notify said principal or designee at any time in an emergency situation.

## 8.2 Personal Leave

8.2.1 Each employee shall be granted three (3) days of personal leave, with pay, each school year for matters of personal business which cannot be conducted at times other than during the normal work day. Upon notification by the Treasurer's office, employees may be required to utilize the District's electronic system for this purpose. If possible, the employee will give his/her principal or designee twenty-four (24) hours advance notice of intention to take such leave. These days are not accumulated from year to year, nor may they be deducted from sick leave. If the employee leaves employment, the days will be pro-rated based on the length of their contract.

8.2.2 If all personal leave has been exhausted and additional personal leave is needed, and upon prior approval of the Superintendent, each employee may request to use two (2) days of unpaid leave annually for urgent personal business reasons. However, these days may not be used to extend an approved leave.

8.2.3 When the employee is absent for personal leave reasons, a report of absence, signed by the teacher and the principal or designee, shall be filed with the Superintendent on the morning of his/her return to school.

8.2.4 Personal leave days shall not be granted during the first or last week of the school year, except under emergency situations. No more than one personal day may be taken the week before or after a school-scheduled holiday recess, except under emergency situations. These days may not be used to extend an approved leave.

8.2.5 No more than 3.0 FTE (Full Time Equivalent) unit members per level shall be granted personal leave on a given day except under situations as determined by the Superintendent.

8.2.6 Employees who do not utilize their entitled day(s) shall have the unused day(s) converted to their accumulated sick leave balance.

### 8.3 Parental Leave

Any teacher within the Joseph Badger Local School District who is an expectant mother or father, adopting a child, or appointed as guardian or foster parent shall at his/her request be granted a parental responsibility leave without pay or increment subject to the conditions set forth below:

#### 8.3.1 Leave Rights

The parental responsibility leave shall begin any time prior to:

1. the birth of the child, following the presumed period of recovery (6 weeks) after childbirth or upon the teacher's release from sick leave by the teacher's physician,
2. prior to or within 6 weeks of the date of obtaining custody of an adopted child, or
3. prior to or within 6 weeks of the date of the appointment as guardian or foster parent of a child.

Such leave shall be for the balance of the school year in which it commences and at the option of the teacher for one or two school years thereafter. The teacher shall give written notice by March 15th of each year of such leave as to whether he/she intends to return for the following year. If such notice is not received by March 15th, it will be assumed that the teacher does not wish to return to employment with the Badger Local Schools.

Subject to the provisions below, all returns from such parental responsibility leaves shall coincide with the start of the school year. In the event the teacher experiences financial hardship after the commencement but before the conclusion of such leave, he/she may request of the Superintendent to return at the start of the next grading period.

#### 8.3.2 Application for Leave

Application for parental responsibility leave shall be in writing. It shall contain: (1) a statement of the expected date of birth or date of obtaining custody (in the case of an adoption, foster placement, or guardianship), (2) the date on which the parental responsibility leave is to commence, and (3) the date the teacher anticipates returning to service.

### 8.3.3 Time for Filing Application

Application for parental responsibility leave shall be made no less than thirty (30) calendar days before the beginning date of the leave. In the case of adoption, guardian placement or foster placement, the application for leave shall be given five (5) calendar days before the leave is to begin where possible.

### 8.4 Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same or similar position, and will assume the same placement on the salary schedule held prior to the leave in addition to retaining his/her position on the seniority list. The administration will attempt to place the employee at the level of the employee's choice. Employees on unpaid leave who do not notify the Superintendent thirty (30) days prior to the expiration of their leave shall be deemed to have resigned.

8.5 The cost of all insurance benefits and coverage shall be paid by the teacher on parental leave on or before the 20th day of the preceding month following any qualifying FMLA period.

8.5.1 Benefits shall be reinstated upon the teacher's return. Advanced seniority increments shall not be given unless the employee has taught at least one hundred twenty (120) days in the school year.

### 8.6 Citizenship Leave

The Board of Education shall provide, without loss of pay, citizenship leave to members of the staff for the following reasons:

1. court appearance for jury duty
2. court appearance as a subpoenaed witness.

Court compensation shall remain with the employee.

### 8.7 Assault Leave

8.7.1 An employee who is absent due to physical or clinically diagnosed emotional disability (by a certified Psychiatrist or Psychologist) resulting from an assault which occurs in the course of Board employment while on duty on school grounds or in attendance at a school-sponsored function may be eligible to receive assault leave pursuant to 8.7.2.

- 8.7.2 Upon determination of eligibility by the Board and/or its designee, such leave may be granted for not more than twenty (20) days. The employee must deliver to the Treasurer a signed statement attached to the Application for Leave form prescribed by the Board. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. An extension of up to an additional twenty (20) days of assault leave may be granted at the discretion of the Board upon written documentation justifying the basis for such extension from the employee's primary care physician.
- 8.7.3 Full salary and benefits shall be paid during assault leave. Approved assault leave days shall not be deducted from sick leave.
- 8.7.4 Falsification of the signed statement or physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

## 8.8 Association Leave

The Board shall allow for the President of the BEA or his/her designee up to four (4) total paid teaching days during the school year to conduct the business of, or related to, the BEA. Such leave is with the administration's approval and cannot be the students' first or last day of school. This release time shall not affect personal or sick leave. BEA leave shall not be cumulative.

## 8.9 Professional Leave

- 8.9.1 Upon request and prior approval, each teacher may be granted at least two (2) days of professional leave per school year. Field trips and/or district-sponsored workshops shall not be charged against the teacher as professional leave.
- 8.9.2 The Board shall reimburse an employee for costs incurred provided a requisition has been submitted prior to the professional leave. Proper receipts and documentation must be furnished upon return. All reasonable and actual expenses shall be paid.

#### 8.10 Sabbatical Leave

A member who has completed five (5) years of service to the Joseph Badger Local School District is entitled, with permission of the Board and/or the Superintendent, to take an unpaid sabbatical leave.

Sabbatical leave shall be used for professional growth for a period not to exceed two semesters. The leave must be based upon a prospectus for professional growth approved by the Superintendent. Evidence will be required to show that the plan was followed.

The Board will not be responsible for paying salary, retirement, or benefits during an employee's sabbatical leave.

No more than two (2) unit members may be granted sabbatical leave at one time. Sabbatical leave will not be granted to the same unit member more than once every ten (10) years.

#### 8.11 Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

An employee is permitted to take this leave for the following reasons:

- A. the birth of a child and to care for the newborn child within one (1) year of birth;
- B. the placement of a child with the employee for adoption or foster care and to care for the adopted child or foster child within one (1) year of the child's arrival;
- C. to care for an immediate family member (child, parent, or spouse) with a serious health condition;
- D. employee's serious health condition preventing him/her from performing the functions of his/her job.
- E. Any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been

notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

Where spouses are both employed by the Board, the aggregate number of workweeks to which both may be entitled may be limited to twelve (12) during any twelve-month period if leave is taken:

1. for the birth of a child,
2. for the placement of a child for adoption or foster care, or
3. to care for a parent that has a serious health condition.

The total amount of workweeks is twenty-six (26) for a couple if the leave is requested to care for a covered service member and both spouses are employed by the Board.

#### 8.11.1 Conditions

If a bargaining unit member has taken sick leave and receives an unpaid leave of absence, the paid sick leave shall be deducted from the 12 week period. Health benefits shall be provided according to Section 13.7 of this Agreement for the balance of the unpaid leave of absence for a period not to exceed 12 weeks.

#### 8.11.2 Return from Leave

On return from leave, the employee is entitled to be restored to the same or similar position held when the leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave; however, benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

#### 8.11.3 Leave Conditions and Restrictions

A bargaining unit member taking leave under FMLA shall be bound to all conditions and effects of the FMLA.

### 8.12 Unpaid Leave

Bargaining unit members may, under conditions specified in state law and Board Policy, be granted leaves of absence without pay. It is understood that no employee shall have a right to such unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA

qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

8.12.1 In accordance with Ohio Revised Code Section 3319.13, a leave of absence without pay for up to two (2) years may, upon written request and approval of the Board, be granted to any teacher. Upon return from such leave, the teacher will not lose seniority he/she had prior to the leave of absence, but will not accumulate additional seniority during the period of unpaid leave. The teacher will resume the same contract status and shall be returned to the same or similar teaching position.

## **ARTICLE IX. EMPLOYMENT PROCEDURES**

### **9.1 Transfers**

#### **9.1.1 Voluntary Transfers**

- A. Teachers who desire a transfer for the subsequent school year should file a written request prior to March 15th, utilizing the Teacher Assignment Request Form (See Appendix). The request should contain rank ordered preferences with the desired grade level, and/or subject.
- B. A list of known vacancies for the next school year should be posted no later than May 1st.
- C. Subsequent vacancies will be posted via school email and/or on the District website. There are no paychecks that are sent out anymore.
- D. When a position becomes available, all members of the bargaining unit who are qualified by certification/licensure have the right to apply.
- E. Any vacancy shall be filled by a qualified and properly certified/licensed displaced teacher. The displaced teacher with seniority shall be given preference.
- F. The Superintendent shall determine the final placement of all bargaining unit members provided such determination does not violate the provisions of this Agreement.

### 9.1.2 Involuntary Transfers

- A. When movement of teachers is necessary due to a reduction in the number of teachers, all volunteers shall be given consideration for transfer consistent with their areas of certification/licensure and the administration will review the Teacher Assignment Request Forms on file.
- B. The administration will give those being involuntarily transferred as much notice as possible and will meet with the teacher to discuss the rationale for the transfer. Within five days of the meeting, the teacher shall receive a written copy of the rationale.
- C. Involuntary transferred bargaining unit members shall be given preference in the filling of posted vacancies for which the bargaining unit member is certified/licensed.
- D. Involuntary transfers shall be for legitimate educational and/or operational reasons.

### 9.2 Vacancies

The bargaining unit position vacancy shall exist when the employee who held that position leaves the employment of the Board, accepts assignment or is assigned to another employment position with the Board, or when the Board creates a new position and only includes positions the Board determines to fill. The position of an employee on leave of one semester or more granted pursuant to this Agreement shall be considered a temporary vacancy and shall be filled by a properly certificated/licensed teacher on the recall list in accordance with Article XV. In the event there is no properly certificated/licensed teacher on the recall list, the position may be filled by a long-term substitute in accordance with this Article.

When an opening occurs during the course of the school year on or after August 1st of that school year, the employer shall first hire from the existing recall list before going outside the existing faculty to fill the position. Recalled individuals shall be compensated at the appropriate step on the salary schedule from their first date of employment. At the completion of the affected school year, the position shall be posted according to the terms of Section 9.2.1.

Prior to assignment to a position vacated as a result of a leave of absence, a long-term substitute shall be advised in writing by the Superintendent that the assignment is temporary subject to the return of the regular employee from leave.

### 9.2.1 Posting

Each vacancy shall be posted by written notice by the Superintendent for no fewer than five (5) workdays before the position is filled. There shall be no requirement to post before May 15th any vacancy that is not effective until the beginning of the following school year. The posting shall state:

- A. the title
- B. any certification/licensure requirements
- C. the initial assignment
- D. the date the vacancy will exist
- E. the person to whom application is to be submitted
- F. where the job description for the position may be obtained.

The vacancy shall be filled no later than thirty (30) days after the initial date of posting. During the summer months when school is not in session, such posting shall be included with pay notification, via school email, and/or on the District website. Vacancies arising after August 1st for that following school year need not be posted and may be filled with a long-term substitute.

All qualified applicants from within the District will be given consideration prior to any outside applicants. Appropriate criteria including experience and licensure will be utilized in filling any vacancy. Any internal applicant who is not awarded a requested position will be provided the opportunity to meet with the Superintendent to discuss the rationale for the denial. The Superintendent shall schedule a meeting with within five (5) days of the request. The bargaining unit member shall be permitted to bring a representative of the BEA to this meeting. All appointments to the aforesaid vacancy/opening(s) shall be made without regard to race, creed, nationality, sex, marital status, or disability.

## 9.3 Supplemental Pay Positions

### 9.3.1 Vacancy Postings

- A. Supplemental pay positions shall be posted in accordance with this Agreement when vacancies occur.
- B. All bargaining unit members shall be given the opportunity to apply for open supplemental positions. A supplemental position held by an incumbent who is going to be re-employed by the Board for that position is not considered an open supplemental position and shall not be posted. In filling open positions, the

Board will select from among qualified applicants in accordance with law.

9.3.2 Hiring Outside Bargaining Unit

All open supplemental pay positions shall be filled by employees whenever possible. In the event that no qualified employee applies for an open position, the position shall be offered to any other person qualified under the law.

9.3.3 Each employee performing a supplemental duty shall be given a written, limited supplemental contract specifying the duty(s) to be performed, compensation, and duration of the supplemental contract.

9.3.4 An employee's performance of contracted supplemental duties shall not adversely affect personnel decisions regarding the employee's regular employment.

9.4 Tutorial Positions

Tutorial positions shall be filled first by qualified employee applicants who indicate in writing their interest to the Superintendent by September 15th and second by the best-qualified candidates outside the bargaining unit. Tutors will be reimbursed at the rate of \$45.00 per hour during the life of this Agreement.

9.5 Personnel Files

9.5.1 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel file and to make additions of pertinent rebuttal material in accordance with Section 1347 of the Ohio Revised Code. A teacher who makes an appointment to review his/her personnel file shall be provided access within two (2) days of the request. The review should take place outside of the instructional day (with the exception of the 30 minute lunch period) Requested copies will be provided within two (2) working days from the receipt of the request.

There shall be no more than one (1) official personnel file maintained for each employee, and such file shall be maintained in the Board office. Contents in the personnel file shall be limited to work performance, discipline, and routine financial or personnel data. Employee must attach rebuttal within ten (10) days of the notification. Original IPDP forms will be maintained in the Board office and these forms will not be part of the personnel file.

9.5.1.1 Work performance and/or disciplinary documentation must be signed and dated by the administration and the affected bargaining unit member.

9.5.1.2 Copies of any materials contained in a personnel file shall be provided to the employee at no cost.

9.5.2 Restrictions

Items may not be placed in an employee's personnel file unless the item has been made known to the employee. Employees' signed, written objections to any information will become part of the file. Anonymous material from an unidentified source and/or unauthorized source will not be placed in a staff member's file. Any information placed in an employee's file in violation of 9.6.2 shall be removed immediately upon the request of the employee in accordance with the Public Records Law.

9.5.3 Although most information in personnel files is a matter of public record, requests for information should be made in writing, or in person, and addressed to the Superintendent. If any person requests to see an employee's file, the Superintendent shall notify the employee and tell the employee the name of the person making the request, and the date and time of the requested review.

9.5.4 Material mutually agreed to by the member and the Superintendent may be expunged after three (3) years of placement in the file upon written request of the bargaining unit member. If agreement cannot be reached, the unit member has the right to appeal to the Board.

9.6 Re-employment after Retiring

Any bargaining unit member who retires under STRS and is subsequently re-employed as an active bargaining unit member and teacher in the District shall be placed at the fifth (5) step of the indexed salary schedule of this Agreement subject to and according to degree.

Any such re-employed retired teacher shall receive no more than a one (1) year limited contract automatically non-renewed at the end of each school year at the specified step and shall not accrue experience time to move from that step unless subsequently re-employed by the District. The retired teacher shall not exceed step ten (10) on the indexed salary schedule. Any position filled by a retired teacher shall be posted at the end of each school year. At no time during the term of this Agreement and any lawful extension thereof, will the total number of retired teachers employed by the Board exceed ten percent (10%) of

the total number of the bargaining unit defined in Article II of this Agreement unless mutually agreed.

This Section (9.6) shall supersede Sections 3319.11, 3319.111 and 3317.13 of the Ohio Revised Code.

A retired member is ineligible upon leaving the Joseph Badger Local School District to receive a severance payment. The provisions of this section, including severance and salary placement, will not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employees Relations Board (SERB) or any court of law.

## **ARTICLE X. TEACHER ASSIGNMENTS**

10.1 Teachers under contract during a school year will be notified in writing of their assignments for the following school year no later than the close of the current school year. Such notification shall include the teacher's school assignment and subject/grade assignment and approximate number of students in each assignment. Any change in such assignments required by the needs of the District will be made known to the teacher in writing as soon as possible.

10.2 Employees will not be required to substitute during their professional preparation period. Employees will not be required to leave their normal teaching duties or professional assignments to substitute for another.

10.3 A teacher assigned to more than one level shall have his/her principal designated within five (5) workdays after the first day of school each year.

### 10.4 Planning Periods

10.4.1 Each full-time employee shall receive a minimum of two hundred (200) minutes planning time per week within the employee's six (6) hour forty-five (45) minute instructional day. A committee consisting of the Superintendent, Elementary Principal, and teachers, not to exceed four, will convene with the intention of equalizing planning time K-12.

10.4.2 Teachers who miss planning time due to absence or leave shall not be assigned "make-up" planning periods.

10.4.3 Planning time may not always be provided at the same time of day each week.

### 10.5 Elementary Music, Art, and Physical Education Employees

Music, art, and physical education should be taught by employees with specific certification/licensure in these fields.

## 10.6 Workload

The Board and the BEA are cognizant that overcrowded class conditions are not conducive to excellence in teaching or academic achievement by students.

The following class size limits shall exist:

A. Regular classes that are based on the Ohio Department of Education's content standards shall average no more than:

1. K-4        25 Pupils
2. Elementary Music and PE may average greater numbers with agreement between affected teacher(s), BEA, and Superintendent.
3. 5-12       28 Pupils
4. Under no circumstance will the number of students assigned to a classroom be greater than the number of student seats/desks in those classrooms. Exceptions will be made for special needs students and their particular accommodations or where facilities prevent achievement of this goal.
5. Special education/intervention specialists shall have no more than sixteen (16) students assigned at the elementary and middle schools and twenty-four (24) students at the high school. Special education classes or inclusion class period shall have no more than twelve (12) pupils on an IEP, other than speech.
6. The maximum number of students that any middle or high school staff member, except teachers of band or choir, shall instruct on a daily basis should not exceed 150 students.
7. A teacher's class may be assigned no more than three (3) students above the limit unless mutually agreed to by the teacher and principal. (i.e. A second grade teacher may not be required to take a 29th student; a high school teacher may not be required to take a 32nd student.)

B. Remuneration

1. Teachers, including all elementary and secondary intervention specialists (special education teachers), who are assigned students above the limit set forth in Paragraph A. above, shall receive an overload payment of \$100 per student seen per day per semester.

Student(s) must be enrolled at least one-half of the semester and meet with the teacher for instruction at least once per day.

2. Physical education teachers who serve multiple levels and who average more than 150 students per day per week (regardless of whether or not they meet with such students at least once each day) will receive remuneration in the amount computed as follows: Add total number of students for the week and divide by 5. If that total exceeds 150, the physical education teacher shall receive \$100 for each student that exceeds that total. Credit flexibility students will not be counted toward the student total.
- C. Middle school and high school employees shall be assigned no more than six (6) instructional periods per day in a seven (7) period day or eight (8) in a nine (9) period day. For the purpose of this section, study halls shall be considered teaching/instructional periods. Teachers who are assigned an excess of the instructional periods outlined above shall be remunerated for the additional load at the rate of 1/7 or 1/9 of the Agreement BA/0 base salary. Any partial assignments will be pro-rated according to the ratio: number of instructional days/183.
  - D. The determination of class size for the purposes of additional compensation shall occur at the end of the semester. Payment request forms must be turned in prior to the last teacher day of the school year. Payment shall be made no later than the second pay period after the form(s) is submitted.
  - E. Guidance counselors shall not exceed the following limits at the grade levels specified:

Grades K-8:	Seven Hundred (700) students
Grades 9-12:	Three Hundred Fifty (350) students

The Board shall strive not to exceed the limits above, but may exceed the limit by 10%.

## 10.7 Inclusion

When a special needs student is placed in a regular education classroom (any classroom not recognized as special education), the teacher will be notified of that placement and provided a copy of the student's IEP and access to the most recent Multi-Factored Evaluation (MFE)/Evaluation Team Report (ETR) no later than the fifth day of school, if available. If necessary, the regular education teacher(s) and the intervention specialist(s) will meet no later than the end of the second full week of school. It is the obligation of the regular education teacher to schedule this meeting with the intervention specialist(s).

In the elementary grades IEP students will be divided as equally as possible between/among regular education teachers' classes unless the teachers mutually agree to an exception.

No regular or special education teacher will be required to perform any medical or custodial care services.

- 10.8 Bargaining unit members requested to provide credit flex instruction must be properly licensed/certificated in the content area for which credit flex is being provided.

## **ARTICLE XI. CASUAL SUBSTITUTE TEACHERS**

- 11.1 Casual substitute teachers shall be hired, if available, whenever the regular teacher is absent from the classroom. In an emergency situation, by administrative request, when a bargaining unit member is asked to cover for another bargaining unit member during a teaching period, he/she shall receive reimbursement at the rate of \$45.00 per period for the life of the contract, for each class or group of students provided that the bargaining unit member's current assignment is not canceled in order to allow them to cover for another bargaining unit member. Certified/licensed teaching assistants/aides may substitute in the classroom when a substitute teacher is not available and only after all available bargaining unit members have declined.
- 11.2 A teacher may request and an effort will be made to obtain a specific substitute.
- 11.3 When elementary special teachers are absent, substitute teachers will be hired, if available, to cover the classes.
- 11.4 The Substitute Teaching Form will be submitted to the principal who will forward it to the administrative office. (See Appendix)

## **ARTICLE XII. SCHOOL DAY AND SCHOOL YEAR**

### **12.1 School Day**

The teacher's workday shall be seven (7) hours, ten (10) minutes in length.

Teacher's instructional day shall not exceed six (6) hours forty-five (45) minutes in length. The teacher's instructional day shall include at least thirty (30) minutes of uninterrupted time for lunch. Starting and ending times shall be established by the administration with staff input.

### **12.2 School Year**

The school year will consist of 183 professional days including:

- 12.2.1 One hundred eighty (180) days of student instruction of which two may be set aside for parent-teacher conferences. Parent-teacher conferences shall be scheduled by the Board and shall be included in the school calendar, exact time designated by the level principal with input from his/her staff not to exceed seven (7) hours ten (10) minutes, inclusive of a thirty (30) minute break. Building levels may have parent-teacher conferences on different days of the week.
- 12.2. Three professional, in-service or workdays with one day prior to the start of school for in-service training, one day to be mutually determined/agreed to between individual employees and their level principal, and one day following the student year as a records and checkout day. Teachers shall have additional access to the building after August 10th during normal summer hours.
- 12.2.3 The Superintendent and BEA President or his/her representative will develop a recommendation as to when calamity days will be made up. The decision regarding the makeup days shall be made by the Board after receiving the mutual recommendation of the Superintendent and the BEA President. The Board shall not be required to compensate teachers for days made up in order for the Board to comply with the statutory requirements for a minimum school year.

**ARTICLE XIII. BENEFITS**

- 13.1 Payroll deductions herein listed will be available to unit members.
  - 13.1.1 Income Tax - Federal, State, and Local
  - 13.1.2 Retirement
  - 13.1.3 Tax-sheltered annuities
    - A. Those unit members desiring annuity deductions shall contact the Treasurer's office. Such deductions shall continue from year to year until unit member gives written notice to the Treasurer that such deductions be discontinued.
    - B. A new tax-sheltered annuity may be opened with any company that has four or more members enrolled currently.
    - C. Employees may obtain necessary forms from the annuity company.

- D. There will be twenty-four (24) or twenty-six (26) payroll deductions of equal amounts throughout the year.
- E. Any current member presently enrolled in a tax-sheltered annuity may have the right to continue coverage with their present company. New members must select an existing annuity vendor.

13.1.4 Credit Union:

Payroll deductions for credit union savings shall be made in accordance with State law.

- 13.1.5 Direct deposit will be required for all employees effective with the beginning of the 2010-2011 contract year. Bargaining unit members will receive school email notification of pertinent pay information on each payroll date. The deposit date for those on direct deposit will be the posting time of the bank on the date of payroll distribution. If the pay date is a holiday, the deposit date on direct deposit will be the posting time of the bank on the earliest day available before such holiday.

13.2 Association Dues

- 13.2.1 Payroll deductions for professional dues (NEOEA, OEA, and NEA) shall be deducted in twenty (20) equal consecutive installments beginning in November. BEA professional dues will be deducted in one payment from the first check in November.
- 13.2.2 The BEA shall provide the Treasurer a list of those members requesting payroll deductions along with individual authorization forms. This shall be done no later than October 15th each year.
- 13.2.3 All monies deducted for local dues shall be remitted to the BEA Treasurer along with a list of members for whom the deductions were made. This shall be done at the end of the month in which the dues are deducted.
- 13.2.4 An employee may revoke authorization for dues in accordance with Ohio Revised Code, Section 9.4.1. Said employee must inform BEA of his/her intentions two weeks prior to terminating authorized deductions.
- 13.2.5 The balance of deductions shall be deducted from the final paycheck of the BEA member if that member ends employment with the Board prior to deduction of all twenty (20) installments.

13.2.5.1 In the event that an employee leaves employment or initiates unpaid leave of absence after the beginning of the work year, the Board shall deduct the remaining annual deductions due BEA from the employee's final pay(s). Said deductions will then be processed accordingly.

13.2.6 The BEA indemnifies the Board, Superintendent, and Treasurer against claims or actions with regard to deductions made in reliance upon individual authorization cards provided the Board by the BEA.

### 13.3 Severance Pay

Members who retire with ten (10) or more years from the Joseph Badger School District, shall be paid a severance of  $\frac{1}{4}$  of their total accumulated unused sick leave days calculated at their per diem rate at the time of retirement to a maximum of eighty-five (85) days.

### 13.4 General Provisions

13.4.1 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by the member.

13.4.2 Severance pay shall be made only once to a retiring member and shall be paid in one lump sum. The retiree may request said check be sent to an elected investment.

13.4.3 Any bargaining unit member providing early notification (prior to February 1) of retirement effective for the end of a school year will receive an additional bonus amount of \$1000.

#### 13.4.4 Payroll – Necessary Shifting of Dates

Whenever twenty-seven possible payroll dates occur in one contract year (between September 1st and August 31st), the Treasurer must shift one pay date forward one week to reduce the possible number of payrolls back to twenty-six. This is necessary to adhere to accepted practice of issuing twenty-six equal pays. This shift will in no way affect the total amount of pay that the employee will draw under his/her contract; only the timing of payments will change.

### 13.5 Separation for Reasons other than Retirement

Any member of the bargaining unit who is laid off (RIF) may request severance pay within the recall period. Refusal of employee to accept a recall negates severance option. Payment shall be made in the following manner for employees with ten (10) or more years of service.

Severance pay for RIF with ten (10) or more years, shall be one-fourth (1/4) of member's accrued unused sick days at the per diem rate at separation not to exceed eighty (80) days. Bargaining unit members electing severance option shall have sick leave days reduced to zero. Member's district seniority shall be reduced to zero, and member waives any recall rights.

13.5.1 Separation due to Retirement (optional) – This section is intended to clarify an optional retirement process that will insure a “clean break” at the lowest possible cost to the District and the least amount of confusion to the member. Fairness to both the BEA member and the Board of Education can best be achieved with a “clean break” approach to retirement. The recommended procedure would include:

1. giving early written notice to the Board, through the Superintendent (prior to February 1st),
2. early notice can result in a contract payoff (the Board will pay off the remaining amount on member's contract in a separate check following the last pay in the current contract),
3. early notice should allow STRS to begin to send retirement checks to the BEA member in June,
4. upon proof of receipt of first retirement check, the Board will issue a severance check calculated as per section 13.3 of this contract.

At the point where the Board has proof of retirement (a copy of the retirement check), then the member will be considered severed and no longer an employee of the District. For example, if the BEA member receives a retirement check for June, all benefits with the District (excluding unpaid severance) will cease as of May 31st. This will mean that all benefits with the District will stop, and the Board will no longer be responsible for any further expenses related to this employee other than any unpaid severance.

Because retirement is complex and personal, before selecting this option, you should consult with STRS to plan your retirement. Here are two ways to contact STRS for retirement advice:

- (STRS Worldwide Web site URL) [www.strsoh.org](http://www.strsoh.org)
- (Toll free telephone number) 888-227-7877
- Additionally, you may contact the Superintendent or Treasurer's office for any questions relating to local or contract matters concerning your individual retirement.

- 13.5.2 Payment shall be made in a lump sum within forty-five (45) days from the date of proof of acceptance into the retirement system.

Any teacher who dies prior to severing employment, who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

### 13.6 Term Life Insurance

The Board shall provide all full-time employees a fully paid term life insurance policy in the amount of \$50,000.

#### 13.6.1 Insurance Coverage While on Leave

Any employee who is on an approved leave of absence or is on layoff status shall have the right to maintain insurance coverage for all or any part of Board-approved insurance with the payment of the premium by the employee who is on leave. It shall be the responsibility of the employee to make such payment by check, payable to the individual insurance company and submitted to the Treasurer's office by the 25th day of each month preceding the month for which the premium is due.

### 13.7 Hospitalization/Medical

The Board will provide medical/hospitalization/prescription drug insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium. All bargaining unit members hired prior to 2008 participating in the Board provided health care insurance will contribute a premium co-pay of 7% beginning with the 2014-2015 school year, and a premium co-pay of 10% beginning with the 2015-2016 school year. Those hired after 2008 will continue to pay 10%.

- 13.7.1 If the Board receives a premium holiday from the consortium, the holiday will be passed on to the participating employee.

#### 13.7.2 Wellness: Better Health

The Board shall pay each employee \$150 as a Better Health stipend. To qualify for the Better Health stipend, the employee must maintain a weekly log and certify by signature that he/she has participated in an exercise program an average of three times per week, a minimum of thirty minutes in a session, for a minimum of forty-eight weeks in a year, September 1st through August 31st. The employee log and

certification signature form will be provided by the Board and both the log and certification signature form must be submitted by October 1st. This stipend will be paid first pay in December.

### 13.7.3 Organizational Wellness

The Board shall pay each employee for Organizational Wellness as follows as follows:

0 days absent -- \$500  
1 day absent -- \$400  
2 days absent -- \$350  
3 days absent -- \$300  
4 days absent --\$250

(Unused personal days still convert to sick leave.)

To qualify for the Organizational Wellness stipend, the employee must not utilize combined personal/sick leave in excess of four days per year. Employment Bereavement (sick leave) is permitted, not to exceed three days per occurrence and is not counted against the four days previously stated.

### 13.8 Dental Insurance

The Board of Education shall pay 100% of the premium of the dental plan currently in effect for each employee. All benefits under such plan shall be, on balance, equal to or better than the program in effect as of August 31, 2013. Same coverage will remain in effect unless mutually agreed to by the BEA and the Board. The present plan shall have a maximum benefit per calendar year for Class I, II and III services of \$1,200 and lifetime maximum for orthodontic services, per person \$1,200.

13.9 Benefits shall be provided on pro-rated basis (430 minutes daily is the denominator) for part-time employees according to minutes worked.

### 13.10 Employee Children Tuition Waiver

The children (step-children or dependents through guardianship) of bargaining unit members who reside outside of the Joseph Badger Local School District, upon approval by the Superintendent, may attend the Joseph Badger Local Schools at the request of the bargaining unit member, free of any charge of tuition by the Joseph Badger Local Schools. Board Policy 910.10.

### 13.11 Insurance Opt-Out

All bargaining unit members will be given an option to decline health insurance coverage offered by the District. This option to decline health insurance coverage will be given annually in writing to the Treasurer. Any bargaining unit member who, due to changes in circumstances, needs to begin utilizing health insurance coverage may do so by informing the Treasurer in writing and filling out the necessary new insurance enrollment forms. The desired insurance will be reinstated as soon as possible in accordance with the terms and conditions of the insurance carrier. Bargaining unit members desiring to forego coverage for an entire year will be paid, through the District's 125 Plan, the following:

Health Insurance	12% of annual premium
Dental Insurance	\$100.00

Any bargaining unit member who has not taken any of the above insurance coverage for the entire preceding year will be entitled to payment by September 30th following the end of the contract year.

Employees shall have a right to opt back in to any health benefits by applying for reinstatement. In personal emergencies such as divorce, death of spouse, or termination of spouse's insurance or employment, an employee may opt back into the group plan. Reinstatement shall occur the month following the written notice setting forth the emergency. Employees choosing to opt back in as a result of an emergency shall forfeit opt-out compensation.

### 13.12 Tuition Reimbursement

Employees may receive tuition reimbursement. Any teacher who has taught in the Joseph Badger Local School District for at least one (1) year and returns to work in the District the year following their course work shall be eligible for tuition reimbursement. The Board will provide tuition reimbursement only, up to a maximum of \$1000 per employee per year.

To qualify for compensation, all course work must be completed between September 1st and August 31st. Reimbursement will be paid the last pay period in October provided course work completed was previously approved by the LPDC immediately following the submission of items in 13.12.1.

13.12.1 The reimbursement amount mentioned above shall be paid after presentation of: (A) a fee receipt, (B) evidence of obtaining a grade of "B" or better, or a "pass" in a pass/fail class, (C) a copy of a completed CEU certification or official CEU provider document, and (D) a reimbursement request form completed, signed and dated by the employee requesting payment. All reimbursement forms must be in

the Treasurer's office no later than October 1st of the year payment is requested.

13.12.2 Any bargaining unit member who resigns forfeits his/her reimbursement.

13.12.3 No bargaining unit member shall be reimbursed more than the actual cost of tuition paid.

### 13.13 In Lieu of Vision Care

In lieu of vision coverage, each individual member of the bargaining unit shall receive \$500 payable through the District's Section 125 Plan each year of this Agreement in the first paycheck in December with no STRS deduction.

## **ARTICLE XIV. EVALUATION**

### 14.1 OTES Teachers

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in the Appendix which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System must be bargained prior to implementation in accordance with law.

#### 1. Evaluation Committee

- a. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher evaluation system and related guidelines, and to regularly review the effectiveness of the system and its related procedures and process, including forms, for the evaluation of teachers in the District.
- b. In addition, the Evaluation Committee will assist in the review of Student Learning Objectives and will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES members.
- c. Nothing herein shall be deemed to alter or otherwise affect the obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

## 2. Committee Composition

- a. The committee shall be comprised of at least three (3) Association members appointed by the Association President and up to three (3) administrators appointed by the Superintendent.
- b. Committee members should be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs within the District.

## 3. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the Association team and a committee member from the Board team.
- b. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- d. Committee agendas will be developed by the committee. Initial topics for consideration in 2013-2014 will include:
  - i. The propriety of developing remediation plans or other interventions beyond those provided through growth and improvement plans; and
  - ii. A review of those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, student absenteeism, etc.
- e. All decisions of the committee, as set forth herein, will be achieved by consensus. Problem solving and consensus building training shall be provided to the committee, at Board expense, if determined by the committee.
- f. At the initial committee meeting, the committee will develop the guidelines and ground rules by which the committee will operate.

- g. Members of the committee will receive necessary release time for committee work and training as determined by the committee.
- h. The committee may establish sub-committees to assist with their work.
- i. Sub-committees will be jointly appointed by the committee.
- j. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

#### 4. Compensation

Any committee work authorized by the committee and performed outside of the contractual work day will be paid at \$45.00 per hour. Members of the Building Level SLO Committee shall be paid \$45.00 per hour to a maximum of \$500.00 per year. Payment shall be made in the last pay of the first semester.

#### 5. Committee Authority

- a. The committee is responsible for jointly developing, reviewing and recommending changes to the Board policy for teacher evaluation and assisting in the evaluation of teacher-submitted SLO's according to Board Policy and ODE requirements.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

#### 14.2 Evaluation of Non-OTES Members

The following procedures will remain in place for the evaluation of non-OTES bargaining unit members until replaced by appropriate procedures developed by the parties.

#### 14.3 PHILOSOPHY:

The regular classroom employee appraisal system must be linked to professional growth and improvement in teaching performance. The most important purpose of evaluation is to improve the effectiveness of the individual, to inspire personal growth, and to shape a successful career in education. Evaluations shall be carried out in a fair, reasonable and objective manner.

Both the individual and the BEA recognize that a second important purpose of evaluation is to provide the individual with opportunities to demonstrate that he/she is successfully performing his/her contractual duties, thereby exhibiting accountability to the public whose representatives employ him/her.

#### 14.4 OBJECTIVES

The purpose of this evaluation procedure is:

- A. to provide opportunity for continuous and constructive improvement of the performance of the professional non-OTES teaching staff through objective evaluation of the individual teaching process and to recognize superior teaching performance;
- B. to provide an opportunity to improve rapport between staff and administration;
- C. to provide appraisal by specific criteria;
- D. to support a recommendation regarding:
  - 1. the granting or withholding of a continuing contract and/or re-employment, re-assignment, or limited contract renewal;
  - 2. any suspension or termination of contract made in accordance with Section 3319.16 of the Ohio Revised Code.

#### 14.5 PROCEDURES

All teachers and the BEA recognize the right, duty, and responsibility of principals and Supervisors to make periodic evaluation of the performance of non-OTES teachers. All monitoring and observation of the performance of a teacher in connection with such evaluation shall be conducted openly in a fair, reasonable objective manner with full knowledge of the teacher.

Evaluation of an employee shall be conducted by the employee's principal, or in his/her absence, the Superintendent's designee. In the event an employee performs work under the supervision of more than one principal, the designated evaluator may alternate. The evaluator shall not be a bargaining unit member.

#### 14.6 SCHEDULE FOR EVALUATION – Non-OTES:

- 1. All employees shall be evaluated annually prior to May 1st.
- 2. Employees whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse

personnel action is a strong possibility will be subject to a second evaluation. This second evaluation shall be conducted prior to May 1st.

14.7 CRITERIA FOR EVALUATION – Non-OTES:

1. An employee shall be evaluated on criteria set forth in the Evaluation Instrument provided in this Agreement.
2. No employee shall be evaluated on his/her work performance except after observation of his/her work performance.
3. All monitoring or observation of the work performance of an employee shall be conducted openly and with his/her full knowledge.
4. No misleading, inaccurate, or undocumented information may become part of an employee's evaluation report.
5. No employee shall be dismissed or reduced in rank and/or compensation without just cause.

14.8 OBSERVATION - SCHEDULE OF OBSERVATION – Non-OTES:

A minimum of two formal observations shall be conducted to support each performance evaluation. A formal observation shall be scheduled at least one workday in advance between the employee and the principal, and shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If, after the first formal observation/evaluation, an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations/evaluations shall be conducted.

14.9 OBSERVATION CONFERENCES:

At the written request of the employee and/or the evaluator, the formal observation shall be preceded by a conference between the two parties.

A post-observation conference may be held after each formal observation at the request of the employee and/or the evaluator.

14.10 IDENTIFICATION OF DEFICIENCIES:

Deficiencies shall be identified through formal observation. Observations resulting in identification of performance deficiencies shall be followed within seven (7) workdays by a conference between the evaluator and the employee, in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written

observation report shall be given to the employee at the post-observation/evaluation conference.

The principal involved shall assist the teacher in correcting deficiencies. The principal shall submit a written plan for correcting the deficiencies. This written plan must include specific recommendations regarding any improvements needed and the means by which the teacher may obtain assistance in making such improvements. The plan shall include a reasonable time (not less than three (3) weeks) between observations to allow time for improvement in the areas of performance deficiency.

14.11 FINALIZATION OF EVALUATION /WRITTEN EVALUATION – Non-OTES:

No later than May 10th, the conference on the written formal observation/evaluation shall be held between the employee and the principal. During this conference a copy of the written observation/evaluation report shall be given to the employee.

In the event a second evaluation is necessary, the final conference on the written formal observation/evaluation shall be held between the employee and the principal no later than May 10th. During this conference a copy of the written observation/evaluation report shall be given to the employee.

14.12 COMPLETION OF OBSERVATION/EVALUATION PROCESS – Non-OTES:

The observation/evaluation report shall be signed by the principal. The evaluation report shall be signed by the employee to verify notification to him/her that the evaluation will be placed on file. The employee's signature should not be construed as evidence that he/she agrees with the contents of the evaluation report. The signature simply implies that he/she has received a written copy of the observation/evaluation. The final observation/evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

14.13 RESPONSE TO OBSERVATION/EVALUATION:

The employee shall have the right to make a written response to the observation/evaluation and to have that written response attached to the observation/evaluation report to be placed in his/her personnel file. A written copy signed by both parties shall be retained by the employee.

14.14 PERSONNEL ACTION REQUIREMENTS:

In the event the employee is non-renewed and that he/she believes there have been procedural violations, these procedures shall be reviewed pursuant to ORC 3319.11 and 3319.111, which may include judicial review.

#### 14.15 DUE PROCESS:

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

### **ARTICLE XV. REDUCTION-IN-FORCE**

#### 15.1 Definition

A Reduction-in-Force is the suspension of a teacher's contract, in whole or in part, for the reasons set forth in Ohio Revised Code Section 3319.17.

#### 15.2 Attrition

Whenever possible, a formal reduction may be avoided and/or the number of employees affected by a Reduction-in-Force will be kept to a minimum by not employing replacements for employees who retire or resign or whose contracts are non-renewed. If, however, the number of employees who retire, resign, or leave the school District for any reason exceeds the number of employees to be reduced, then staff members will be retained to preserve the minimum pupil-teacher ratio as mandated by Section 3317.023 of the ORC.

#### 15.3 Reductions/Retention

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

The application of the term "comparable" as applied to teacher evaluations, shall be in accordance with Board's Standards-Based Teacher Evaluation System set forth in the Appendix which has been mutually developed by the parties. For bargaining unit members not subject to the OTES system, decisions on layoff, retention, and recall will be in accordance with seniority.

For the transition period of this Agreement only, ending on August 31, 2016, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "Ineffective." However, a teacher who attains a designation of "Ineffective" due predominantly to student growth measures (Value Added data, SLO's or any combination), for this transition period, will be considered "comparable" with all other teachers. Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

15.3.1 Seniority List

A verified seniority list will be provided annually to the BEA President no later than October 1st.

15.3.2 Notice of Anticipated Reduction-in-Force

Employees whose contracts may be suspended in whole or in part shall be notified of the anticipated Reduction-in-Force in writing not later than June 1st. Such notice shall specify the reason(s) for the anticipated Reduction-in-Force. Copies shall be provided to the BEA.

15.3.3 Notice to BEA: BEA Presentation to Board

Before taking action to implement a Reduction-in-Force by non-renewal and/or suspension of limited contracts, the Board shall give written notice to the BEA through its President of its intent. Prior to taking action to implement a Reduction-in-Force, the BEA shall be given the opportunity to address the Board for the purpose of presenting, both orally and in writing, its views on the proposed Reduction-in-Force.

15.3.4 Contract Suspensions

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - a. Comparable evaluations.
  - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - a. Comparable evaluations.
  - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

3. When choosing between teachers with comparable evaluations, if the position of a teacher in one “teaching field affected” is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.
4. If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.
5. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In the event a full-time position subsequently becomes available in that teacher’s area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior teacher on the recall list in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available.
6. Employees selected for contract suspension shall be placed on a Reduction-in-Force list compiled from the seniority list above. However, limited contract employees whose contracts are non-renewed for performance reasons shall not be placed on the Reduction-in-Force list.

#### 15.3.5 Unemployment Compensation

An employee who has been released shall not be denied the right to apply for unemployment compensation to which he/she is entitled. Rejection of employment as a casual substitute shall not constitute the basis for the Board to challenge an employee’s entitlement to unemployment compensation benefits.

15.3.6 Placement on Substitute List

An employee who has been released shall, only if he/she desires and applies for the position, be placed on the substitute list.

15.3.7 Re-Employment Eligibility: New Employees

An employee whose name appears on the Reduction-in-Force list shall be offered re-employment by seniority when a position becomes available for which he/she is certified/licensed. If an employee acquires additional certification/licensure while on the Reduction-in-Force list, with a copy on file in the central office, he/she shall be eligible for a position opening in that area of certification/licensure as well as in any area of certification/licensure held at the time he/she was placed on the Reduction-in-Force list. No new employees shall be employed by the Board while there are employees on the Reduction-in-Force list who are certified/licensed for any opening of a bargaining unit position.

15.3.8 Transfers When RIF Exists

Notwithstanding the provisions of this Agreement regarding transfer, an employee on the Reduction-in-Force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the Reduction-in-Force list.

15.3.9 Notice of Offer of Re-Employment

The Board shall give written notice of an offer of re-employment by sending a registered letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the employee. If an employee fails to accept the offer of re-employment in writing within ten (10) days from the date said offer is delivered at the last known address of the employee, said employee shall be considered to have rejected said offer and shall be removed from the Reduction-in-Force list. Neither acceptance nor rejection of an offer of employment in a less than full-time position shall operate to remove the employee from the Reduction-in-Force list, unless such employee's previous position equally was less than full-time.

### 15.3.10 Retention of Rights and Benefits

An employee on the Reduction-in-Force list shall, upon accepting an offer of re-employment, return to the system with the same accumulation of sick leave days and the same salary schedule placement as the employee would have received in the year following non-renewal.

#### 15.3.10.1 Duration of Recall Rights

Any person placed on the RIF list shall have unlimited recall rights. If an employee on the Reduction-in-Force list accepts other employment, the employee shall retain all recall rights until the employee rejects a valid offer of reemployment pursuant to Section 15.3.9 above.

#### 15.3.10.2 Placement on Substitute List

An employee who has been removed from the Reduction-in-Force list shall, if he/she desires, be placed on the substitute list.

#### 15.3.10.3 Lists Available to BEA

Both the seniority list and Reduction-in-Force list outlined above shall be made available to the BEA through the BEA President.

## 15.4 Suspension of Contracts

### 15.4.1 Date of Continuing Contract Not Significant

The time when an employee acquires his/her continuing contract has no significance. For example: two (2) employees, one acquired his/her continuing contract in 1980 and has twenty (20) years with the system, while another acquired his/her continuing contract in 1990 and has twenty-two (22) years in the system. Both have continuing contracts, and the employee with the most years in the system has preference in seniority, regardless of the fact that his/her continuing contract was acquired ten (10) years after the other.

### 15.4.2 Employees Returning from Leave

It is understood that an employee's individual contract may be suspended at a time that would not allow compliance with the

deadlines in the case of a RIF necessitated by an employee returning from leave.

15.5 Fiscal Emergency

In the event that a Fiscal Planning and Supervisory Commission determines there is a need to implement a Reduction-in-Force (RIF) due to fiscal emergency as defined in Ohio Revised Code (ORC) 3316.07, the Board shall comply with the provisions of 3316.07.

At least sixty (60) calendar days prior to proceeding with an anticipated reduction in bargaining unit positions, the BEA President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the BEA and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and possible effects of said reduction. Also, at this meeting the BEA will be provided with a seniority list of all bargaining unit members.

The number of bargaining unit members affected by a Reduction-in-Force will be minimized by not employing replacements for those bargaining unit members who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. Bargaining unit seniority shall be lost when a bargaining unit member retires or resigns, is employed in a full-time non-bargaining unit position, or is non-renewed or terminated.

Administrators and bargaining unit members who leave the bargaining unit and take a full time administrative position shall lose all bargaining unit seniority and shall have no right to displace a bargaining unit member if he/she loses the administrative position for any reason.

Reduction-in-Force during fiscal emergency shall follow the procedures outlined elsewhere in Article XV of the Master Agreement between the Joseph Badger Local Board of Education and the Badger Education Association.

**ARTICLE XVI. SALARY SCHEDULES**

16.1	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
Increase	1%	1.5%	1.75%
Base Salary	\$32,951	\$33,445	\$34,030

Badger teachers are to stay in the top five of Trumbull County Schools for the duration of this contract at the BA-0 Step.

- 16.1.1 All courses Post Master must be graduate level in any of the core teaching fields, i.e. Language Arts, Social Studies, Math, Science or specialty area if in teaching field, i.e. Art, Music, P.E., Computer Technology, Special Education, unless mutually agreed upon between teacher and Superintendent.
- 16.1.2 Hours in this contract are semester hours or their equivalent.

**SALARY SCHEDULE  
EFFECTIVE SEPTEMBER 1, 2013**

<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doctorate</b>
<b>0</b>	32951 1.000	34599 1.050	36246 1.100	37894 1.150	38717 1.175	39541 1.200
<b>1</b>	34467 1.046	36312 1.102	38223 1.160	40035 1.215	40859 1.240	41683 1.265
<b>2</b>	35982 1.092	38025 1.154	40200 1.220	42177 1.280	43001 1.305	43825 1.330
<b>3</b>	37498 1.138	39739 1.206	42177 1.280	44319 1.345	45143 1.370	45967 1.395
<b>4</b>	39014 1.184	41452 1.258	44154 1.340	46461 1.410	47285 1.435	48108 1.460
<b>5</b>	40530 1.230	43166 1.310	46131 1.400	48603 1.475	49427 1.500	50250 1.525
<b>6</b>	42045 1.276	44879 1.362	48108 1.460	50745 1.540	51568 1.565	52392 1.590
<b>7</b>	43561 1.322	46593 1.414	50086 1.520	52886 1.605	53710 1.630	54534 1.655
<b>8</b>	45077 1.368	48306 1.466	52063 1.580	55028 1.670	55852 1.695	56676 1.720
<b>9</b>	46593 1.414	50020 1.518	54040 1.640	57170 1.735	57994 1.760	58818 1.785
<b>10</b>	48108 1.460	51733 1.570	56017 1.700	59312 1.800	60136 1.825	60959 1.850
<b>11</b>	49624 1.506	53447 1.622	57994 1.760	61454 1.865	62277 1.890	63101 1.915
<b>12</b>	51140 1.552	55160 1.674	59971 1.820	63595 1.930	64419 1.955	65243 1.980
<b>13</b>	52656 1.598	56873 1.726	61948 1.880	65737 1.995	66561 2.020	67385 2.045
<b>14</b>			63925 1.940	67879 2.060	68703 2.085	69527 2.110
<b>20</b>	54171 1.644	58587 1.778	65902 2.000	70021 2.125	70845 2.150	71668 2.175
<b>27</b>	55687 1.690	60300 1.830	67879 2.060	72163 2.190	72986 2.215	73810 2.240
<b>32</b>	56346 1.710	60959 1.850	68538 2.080	72822 2.210	73645 2.235	74469 2.260

**SALARY SCHEDULE  
EFFECTIVE SEPTEMBER 1, 2014**

<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doctorate</b>
0	33445 1.000	35117 1.050	36790 1.100	38462 1.150	39298 1.175	40134 1.200
1	34983 1.046	36856 1.102	38796 1.160	40636 1.215	41472 1.240	42308 1.265
2	36522 1.092	38596 1.154	40803 1.220	42810 1.280	43646 1.305	44482 1.330
3	38060 1.138	40335 1.206	42810 1.280	44984 1.345	45820 1.370	46656 1.395
4	39599 1.184	42074 1.258	44816 1.340	47157 1.410	47994 1.435	48830 1.460
5	41137 1.230	43813 1.310	46823 1.400	49331 1.475	50168 1.500	51004 1.525
6	42676 1.276	45552 1.362	48830 1.460	51505 1.540	52341 1.565	53178 1.590
7	44214 1.322	47291 1.414	50836 1.520	53679 1.605	54515 1.630	55351 1.655
8	45753 1.368	49030 1.466	52843 1.580	55853 1.670	56689 1.695	57525 1.720
9	47291 1.414	50770 1.518	54850 1.640	58027 1.735	58863 1.760	59699 1.785
10	48830 1.460	52509 1.570	56857 1.700	60201 1.800	61037 1.825	61873 1.850
11	50368 1.506	54248 1.622	58863 1.760	62375 1.865	63211 1.890	64047 1.915
12	51907 1.552	55987 1.674	60870 1.820	64549 1.930	65385 1.955	66221 1.980
13	53445 1.598	57726 1.726	62877 1.880	66723 1.995	67559 2.020	68395 2.045
14			64883 1.940	68897 2.060	69733 2.085	70569 2.110
20	54984 1.644	59465 1.778	66890 2.000	71071 2.125	71907 2.150	72743 2.175
27	56522 1.690	61204 1.830	68897 2.060	73245 2.190	74081 2.215	74917 2.240
32	57191 1.710	61873 1.850	69566 2.080	73913 2.210	74750 2.235	75586 2.260

**SALARY SCHEDULE  
EFFECTIVE SEPTEMBER 1, 2015**

<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doctorate</b>
0	34030 1.000	35732 1.050	37433 1.100	39135 1.150	39985 1.175	40836 1.200
1	35595 1.046	37501 1.102	39475 1.160	41346 1.215	42197 1.240	43048 1.265
2	37161 1.092	39271 1.154	41517 1.220	43558 1.280	44409 1.305	45260 1.330
3	38726 1.138	41040 1.206	43558 1.280	45770 1.345	46621 1.370	47472 1.395
4	40292 1.184	42810 1.258	45600 1.340	47982 1.410	48833 1.435	49684 1.460
5	41857 1.230	44579 1.310	47642 1.400	50194 1.475	51045 1.500	51896 1.525
6	43422 1.276	46349 1.362	49684 1.460	52406 1.540	53257 1.565	54108 1.590
7	44988 1.322	48118 1.414	51726 1.520	54618 1.605	55469 1.630	56320 1.655
8	46553 1.368	49888 1.466	53767 1.580	56830 1.670	57681 1.695	58532 1.720
9	48118 1.414	51658 1.518	55809 1.640	59042 1.735	59893 1.760	60744 1.785
10	49684 1.460	53427 1.570	57851 1.700	61254 1.800	62105 1.825	62956 1.850
11	51249 1.506	55197 1.622	59893 1.760	63466 1.865	64317 1.890	65167 1.915
12	52815 1.552	56966 1.674	61935 1.820	65678 1.930	66529 1.955	67379 1.980
13	54380 1.598	58736 1.726	63976 1.880	67890 1.995	68741 2.020	69591 2.045
14			66018 1.940	70102 2.060	70953 2.085	71803 2.110
20	55945 1.644	60505 1.778	68060 2.000	72314 2.125	73165 2.150	74015 2.175
27	57511 1.690	62275 1.830	70102 2.060	74526 2.190	75376 2.215	76227 2.240
32	58191 1.710	62956 1.850	70782 2.080	75206 2.210	76057 2.235	76908 2.260

## 16.2 Supplemental Salary Schedule for 2013-2016:

All supplementals will receive a 1%, 1.5%, 1.75% increase per year for the years 2013-2016. Athletic supplementals reflect a four-step index based upon consecutive years of District experience in a specific position. This salary schedule is subject to the following modifications and clarifications:

Each supplemental position shall have a job description that is provided to each coach/advisor upon their request.

16.2.1 A voluntary resignation from a position will break the consecutive years of experience requirement with one exception:

Any person who returns to a position in the year/season immediately following a resignation shall not be charged with a loss of consecutive service.

16.2.2 This Agreement and its terms and modifications are binding only on those employees covered by the master Agreement.

16.2.3 An administrative decision to cancel a sport due to lack of participation or other reason will not lead to a loss of service. Consecutive service would continue if that sport is reactivated and the coach is the same.

16.2.4 Co-sponsorship may lead to different levels of pay on the salary schedule.

16.2.5 Consecutive years of service are per sport position.

16.2.6 Candidates for a coaching position may approach the Board of Education for all or part of their previous years' experience.

## 16.3 Supplemental Paychecks

All supplemental contracts for services performed throughout the school year will be paid in two (2) equal installments.

Any supplemental contract which encompasses work performed for less than the entire school year shall be paid in one (1) lump sum upon completion of service.

16.4 Supplemental Salary Schedule – 2013-2016

**SUPPLEMENTAL SALARY SCHEDULE - 2013-2014**

<b>BHS ATHLETICS</b>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>
Athletic Director	6,411	6,734	7,052	7,374
Head Basketball Coach (2)	6,282	6,573	6,861	7,149
Jr. Varsity Basketball Coach (2)	3,783	4,070	4,360	4,648
Freshmen Basketball Coach (2)	3,783	4,070	4,360	4,648
Activities Director (Sat) (2)	1,058	1,154	1,250	1,346
Boys Varsity Baseball Coach	3,206	3,462	3,720	3,975
Boys J.V. Baseball Coach	2,115	2,342	2,563	2,788
Girls Varsity Softball Coach	3,206	3,462	3,720	3,975
Girls J.V. Softball Coach	2,115	2,342	2,563	2,788
Boys Track Coach	3,206	3,462	3,720	3,975
Girls Track Coach	3,206	3,462	3,720	3,975
Boys Cross Country Coach	3,206	3,462	3,720	3,975
Girls Cross Country Coach	3,206	3,462	3,720	3,975
Golf Coach	3,206	3,462	3,720	3,975
Cheerleader Advisor (Varsity/JV)	3,206	3,462	3,720	3,975
Cheerleader Advisor (Freshman)	1,602	1,642	1,685	1,725
Boys Varsity Soccer Coach	3,206	3,462	3,720	3,975
Girls Varsity Soccer Coach	3,206	3,462	3,720	3,975
Boys J.V. Soccer Coach	2,115	2,342	2,563	2,788
Girls J.V. Soccer Coach	2,115	2,342	2,563	2,788
Volleyball Varsity Coach	3,206	3,462	3,720	3,975
Volleyball J.V. Coach	2,115	2,342	2,563	2,788

<b>BMS ATHLETICS</b>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>
Boys 8th Gr. Basketball Coach	2,563	2,823	3,077	3,333
Boys 7th Gr. Basketball Coach	2,563	2,823	3,077	3,333
Girls 8th Gr. Basketball Coach	2,563	2,823	3,077	3,333
Girls 7th Gr. Basketball Coach	2,563	2,823	3,077	3,333
Cheerleading Advisor	2,115	2,342	2,563	2,788
Volleyball Coach	2,115	2,342	2,563	2,788
Track Coach	2,115	2,342	2,563	2,788
Cross Country Coach	2,115	2,342	2,563	2,788

<b>BHS EXTRA-CURRICULARS</b>	<u>SALARY</u>
Freshman Class Advisor	641
Sophomore Class Advisor	641
Junior Class Advisor	641
Senior Class Advisor	1,283
Academic Challenge Advisor	1,778
Beta Club	1,283
Computer Club Advisor	641
Coronation Advisor	641
Dept. Head Language Arts	513
Dept. Head Math	513
Dept. Head Science	513

Dept. Head Social Studies	513
Dept. Head Allied Service	513
Detention Supervisor (Sat. AM)	\$25/hr
E-Team	1,283
F.C.C.L.A. Advisor	641
Foreign Language Advisor (2)	641
Instrumental/Vocal Advisor	641
Musical Director	1,827
Assistant Musical Director	914
National Honor Society Advisor	1,283
Person in Charge	990
Prom Advisor	641
Ski Club Advisor	641
Student Council Advisor	1,283
Technology Mentor	1,283
Yearbook Advisor	2,167

<b>BMS EXTRA-CURRICULARS</b>	<u>SALARY</u>
------------------------------	---------------

Prep Bowl Advisor	1,334
Challenge 24	641
Detention Supervisor	\$25/hr
E-Team	1,283
Instrumental/Vocal Advisor	641
Jr. Beta Club Advisor	1,283
Newspaper Advisor	641
Person In Charge	990
Power of the Pen	641
Spelling Bee	256
Technology Mentor	1,283
Yearbook Advisor	722
Robotics	641

<b>BES EXTRA-CURRICULARS</b>	<u>SALARY</u>
------------------------------	---------------

Destination Imagination	641
E-Team	1,283
Memory Book Advisor	722
Music Director	641
Person In Charge	990
School Store	641
Spelling Bee	256
Technology Mentor	1,283

**SUPPLEMENTAL SALARY SCHEDULE - 2014-2015**

<b>BHS ATHLETICS</b>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>
Athletic Director	6,508	6,835	7,158	7,485
Head Basketball Coach (2)	6,376	6,672	6,964	7,256
Jr. Varsity Basketball Coach (2)	3,840	4,131	4,426	4,718
Freshmen Basketball Coach (2)	3,840	4,131	4,426	4,718
Activities Director (Sat) (2)	1,074	1,172	1,269	1,367
Boys Varsity Baseball Coach	3,254	3,514	3,776	4,035
Boys J.V. Baseball Coach	2,147	2,377	2,602	2,829
Girls Varsity Softball Coach	3,254	3,514	3,776	4,035
Girls J.V. Softball Coach	2,147	2,377	2,602	2,829
Boys Track Coach	3,254	3,514	3,776	4,035
Girls Track Coach	3,254	3,514	3,776	4,035
Boys Cross Country Coach	3,254	3,514	3,776	4,035
Girls Cross Country Coach	3,254	3,514	3,776	4,035
Golf Coach	3,254	3,514	3,776	4,035
Cheerleader Advisor (Varsity/JV)	3,254	3,514	3,776	4,035
Cheerleader Advisor (Freshman)	1,626	1,667	1,710	1,751
Boys Varsity Soccer Coach	3,254	3,514	3,776	4,035
Girls Varsity Soccer Coach	3,254	3,514	3,776	4,035
Boys J.V. Soccer Coach	2,147	2,377	2,602	2,829
Girls J.V. Soccer Coach	2,147	2,377	2,602	2,829
Volleyball Varsity Coach	3,254	3,514	3,776	4,035
Volleyball J.V. Coach	2,147	2,377	2,602	2,829

<b>BMS ATHLETICS</b>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>
Boys 8th Gr. Basketball Coach	2,602	2,865	3,124	3,383
Boys 7th Gr. Basketball Coach	2,602	2,865	3,124	3,383
Girls 8th Gr. Basketball Coach	2,602	2,865	3,124	3,383
Girls 7th Gr. Basketball Coach	2,602	2,865	3,124	3,383
Cheerleading Advisor	2,147	2,377	2,602	2,829
Volleyball Coach	2,147	2,377	2,602	2,829
Track Coach	2,147	2,377	2,602	2,829
Cross Country Coach	2,147	2,377	2,602	2,829

<b>BHS EXTRA-CURRICULARS</b>	<u>SALARY</u>
Freshman Class Advisor	651
Sophomore Class Advisor	651
Junior Class Advisor	651
Senior Class Advisor	1,302
Academic Challenge Advisor	1,804
Beta Club	1,302
Computer Club Advisor	651
Coronation Advisor	651
Dept. Head Language Arts	521
Dept. Head Math	521
Dept. Head Science	521
Dept. Head Social Studies	521
Dept. Head Allied Service	521

Detention Supervisor (Sat. AM)	\$25/hr
E-Team	1,302
F.C.C.L.A. Advisor	651
Foreign Language Advisor (2)	651
Instrumental/Vocal Advisor	651
Musical Director	1,854
Assistant Musical Director	928
National Honor Society Advisor	1,302
Person in Charge	1,005
Prom Advisor	651
Ski Club Advisor	651
Student Council Advisor	1,302
Technology Mentor	1,302
Yearbook Advisor	2,200

<b>BMS EXTRA-CURRICULARS</b>	<u>SALARY</u>
------------------------------	---------------

Prep Bowl Advisor	1,354
Challenge 24	651
Detention Supervisor	\$25/hr
E-Team	1,302
Instrumental/Vocal Advisor	651
Jr. Beta Club Advisor	1,302
Newspaper Advisor	651
Person In Charge	1,005
Power of the Pen	651
Spelling Bee	259
Technology Mentor	1,302
Yearbook Advisor	733
Robotics	651

<b>BES EXTRA-CURRICULARS</b>	<u>SALARY</u>
------------------------------	---------------

Destination Imagination	651
E-Team	1,302
Memory Book Advisor	733
Music Director	651
Person In Charge	1,005
School Store	651
Spelling Bee	259
Technology Mentor	1,302

**SUPPLEMENTAL SALARY SCHEDULE - 2015-2016**

<b>BHS ATHLETICS</b>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>
Athletic Director	6,348	6,667	6,982	7,301
Head Basketball Coach (2)	6,220	6,508	6,793	7,078
Jr. Varsity Basketball Coach (2)	3,746	4,030	4,317	4,602
Freshmen Basketball Coach (2)	3,746	4,030	4,317	4,602
Activities Director (Sat) (2)	1,048	1,143	1,238	1,333
Boys Varsity Baseball Coach	3,174	3,428	3,683	3,936
Boys J.V. Baseball Coach	2,094	2,319	2,538	2,760
Girls Varsity Softball Coach	3,174	3,428	3,683	3,936
Girls J.V. Softball Coach	2,094	2,319	2,538	2,760
Boys Track Coach	3,174	3,428	3,683	3,936
Girls Track Coach	3,174	3,428	3,683	3,936
Boys Cross Country Coach	3,174	3,428	3,683	3,936
Girls Cross Country Coach	3,174	3,428	3,683	3,936
Golf Coach	3,174	3,428	3,683	3,936
Cheerleader Advisor (Varsity/JV)	3,174	3,428	3,683	3,936
Cheerleader Advisor (Freshman)	1,586	1,626	1,668	1,708
Boys Varsity Soccer Coach	3,174	3,428	3,683	3,936
Girls Varsity Soccer Coach	3,174	3,428	3,683	3,936
Boys J.V. Soccer Coach	2,094	2,319	2,538	2,760
Girls J.V. Soccer Coach	2,094	2,319	2,538	2,760
Volleyball Varsity Coach	3,174	3,428	3,683	3,936
Volleyball J.V. Coach	2,094	2,319	2,538	2,760

<b>BMS ATHLETICS</b>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>
Boys 8 <sup>th</sup> Gr. Basketball Coach	2,538	2,795	3,047	3,300
Boys 7 <sup>th</sup> Gr. Basketball Coach	2,538	2,795	3,047	3,300
Girls 8 <sup>th</sup> Gr. Basketball Coach	2,538	2,795	3,047	3,300
Girls 7 <sup>th</sup> Gr. Basketball Coach	2,538	2,795	3,047	3,300
Cheerleading Advisor	2,094	2,319	2,538	2,760
Volleyball Coach	2,094	2,319	2,538	2,760
Track Coach	2,094	2,319	2,538	2,760
Cross Country Coach	2,094	2,319	2,538	2,760

<b>BHS EXTRA-CURRICULARS</b>	<u>SALARY</u>
Freshman Class Advisor	635
Sophomore Class Advisor	635
Junior Class Advisor	635
Senior Class Advisor	1,270
Academic Challenge Advisor	1,760
Beta Club	1,270
Computer Club Advisor	635
Coronation Advisor	635
Dept. Head Language Arts	508
Dept. Head Math	508
Dept. Head Science	508
Dept. Head Social Studies	508

Dept. Head Allied Service	508
Detention Supervisor (Sat. AM)	\$25/hr
E-Team	1,270
F.C.C.L.A. Advisor	635
Foreign Language Advisor (2)	635
Instrumental/Vocal Advisor	635
Musical Director	1,809
Assistant Musical Director	905
National Honor Society Advisor	1,270
Person in Charge	980
Prom Advisor	635
Ski Club Advisor	635
Student Council Advisor	1,270
Technology Mentor	1,270
Yearbook Advisor	2,146

<b>BMS EXTRA-CURRICULARS</b>	<u><b>SALARY</b></u>
Prep Bowl Advisor	1,321
Challenge 24	635
Detention Supervisor	\$25/hr
E-Team	1,270
Instrumental/Vocal Advisor	635
Jr. Beta Club Advisor	1,270
Newspaper Advisor	635
Person In Charge	980
Power of the Pen	635
Spelling Bee	253
Technology Mentor	1,270
Yearbook Advisor	715
Robotics	635

<b>BES EXTRA-CURRICULARS</b>	<u><b>SALARY</b></u>
Destination Imagination	635
E-Team	1,270
Memory Book Advisor	715
Music Director	635
Person In Charge	980
School Store	635
Spelling Bee	253
Technology Mentor	1,270

16.5 Mileage Reimbursement for Supplemental

Employees shall submit a mileage reimbursement form for supplemental position(s). All forms for reimbursement shall be provided by the Board.

16.6 Newly Created Activities:

The Board/Administration shall add any newly-created activities on the Extra-Curricular Schedules with the appropriate salary notification. The BEA shall be notified prior to the posting of such new positions.

**ARTICLE XVII. FAIR SHARE FEE**

Any professional employee who is eligible to hold membership in the Badger Education Association shall either be a member of the BEA paying dues according to its structure or pay a service fee for representation. Each person in the bargaining unit who is not a member of the BEA shall be obligated to pay the BEA, as a condition of employment, a "fair share fee" for the BEA 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 BEA.

17.1 Notice of the amount of the annual fair share fee, which shall not exceed 100% of the United Education Profession (UEP) dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than January 1st of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted. The Board agrees to promptly transmit all amounts deducted to the BEA.

17.2 The deduction of the fair share fee shall be made by the Treasurer of the Board from the employee's first paycheck issued after January 15th. In the case of a bargaining unit member newly hired after the beginning of the school year who elects fair share fee status, the payroll deduction shall commence on the first pay date on or after the later of sixty (60) days in a bargaining unit position or January 15th. The Treasurer or his/her staff will make every effort possible to provide payroll deduction forms and solicit their return from all employees. The fee deductions shall be made on the same payroll days that BEA dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason. Any remaining dues owed shall be deducted from the employee's last pay check. Payroll deducted dues and service fees shall be continued from year to year unless the Board Treasurer is notified by the individual in writing between September 1st and 10th of any year to stop payroll deductions.

17.3 The BEA/OEA/NEA/District shall establish and operate an internal rebate procedure in accordance with 4117.09 (C) of the Ohio Revised Code by which unit members obligated to pay a "fair share fee" may recover that portion of the

fee expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. A procedure for challenging the amount of the representation fee has been established and will be provided to each member of the bargaining unit who elects fair share fee status. This rebate procedure and notice conforms to all requirements of applicable federal and state statutory and constitutional law.

- 17.4 Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 17.5 The BEA/OEA/NEA/District shall indemnify and save the Board, individual Board members, its officers and its employees harmless against any and all claims, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this article.

#### **ARTICLE XVIII. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

##### **18.1 Local Professional Development Committee**

There shall be a Local Professional Development Committee (LPDC) consisting of five members who are employees of the Joseph Badger Local Board of Education. Three of the members shall be members of the bargaining unit and shall be selected by the Badger Education Association in accordance with their Constitution. Non-bargaining unit members of the LPDC will be the Superintendent or his/her designee and Treasurer. Vacancies shall be filled in accordance with the BEA Constitution and/or Board Policy.

Meetings of the LPDC shall be determined in accordance with the LPDC constitution.

The duties of the LPDC shall be limited to the review and approval of professional development plans for re-certification and licensure as specified by Ohio law governing such committees, and to the adoption and amendment of its bylaws. The LPDC shall adopt a constitution and bylaws governing its operations and reflecting the mission of the LPDC and a policy for appeal.

The LPDC shall report on its actions in a prompt and timely manner to the Joseph Badger Local Board of Education.

No action of the LPDC shall bind the Board or the BEA in any manner that may be contrary to any provision of the negotiated Agreement, other Board policy, or any law or regulation governing the operation of public school districts. No action of the LPDC shall bind the Board or BEA in any manner that may affect the negotiated terms and conditions of employment. No action of the LPDC shall

bind the Board or BEA in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Board or as set forth herein.

The LPDC may act to create sub-committees of limited duration and for specific purposes set forth in the action. Such sub-committees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC. Any records created by such sub-committees shall be records of the LPDC.

- 18.2 Each teacher member of the Badger LPDC shall be paid a stipend of \$700.00 per year. In case the assignment is less than a full year, a pro-rated amount shall be paid. Payment shall be made the first pay period after the school year is completed.

## **ARTICLE XIX. RESIDENT EDUCATOR PROGRAM**

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

### 19.1 Definitions

#### 19.1.1 Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

#### 19.1.2 Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

#### 19.1.3 Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

#### 19.1.4 Formative Assessment

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

### 19.2 Mentors

#### 19.2.1 Qualifications

- A. The Mentor Teacher must have a minimum of five (5) consecutive years of teaching experience in the District and at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.
- B. A teacher who volunteers to be a Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- C. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
- D. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

#### 19.2.2 Selection of Mentor Teachers

Mentor Teacher assignments shall be made by the Superintendent. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign an appropriately trained Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

- 19.2.3 Ideally, Mentors shall have one Resident Educator assigned at a time; but in no case shall a Mentor have more than two (2) Resident Educators at a time.

### 19.3. Compensation

In addition to the mutually agreed upon released time, beginning with the 2013-2014 school year, each newly appointed Mentor Teacher shall receive a stipend equal to 3% of the BA step 0. However, the stipend for a Mentor Teacher assigned a Resident Educator prior to the 2013-2014 school year shall be grandfathered at the rate specified in the contract that expired August 31, 2013, until that assignment is completed. Such stipend shall be paid in two (2) installments which shall be included in the last pay of each semester. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

### 19.4 General

- 19.4.1 Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- 19.4.2 No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- 19.4.3 Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
- 19.4.4 Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- 19.4.5 No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- 19.4.6 At any time, either the Mentor Teacher or the Resident Educator may request 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 request or granting of this option and no prejudice or evaluation is to be given any such change.
- 19.4.7 All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

- 19.4.8 Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

**ARTICLE XX. DISTRICT CONSOLIDATION/JURISDICTIONAL CHANGE**

- 20.1 A BEA officer shall be notified and involved in any planning and/or discussions concerning district consolidation and/or jurisdictional change as soon as the administration becomes aware of or anticipates such consolidation and/or change.
- 20.2 If bargaining unit members are transferred to another or new school district during this Agreement, the employer agrees to take appropriate action to ensure that this and any collateral agreements that are construed to be a part of this Agreement, and all of the obligations and responsibilities under this Agreement, are assumed in their entirety by the successor employer with the following exceptions and limitations:
- 20.2.1 If the successor employer already recognizes a union which is an affiliate of the OEA, then the transferred employees will be considered added to the existing bargaining unit; however, such transferred employees will enjoy the rights, protections, benefits and salaries/wages of the Agreement providing greater rights, protections, benefits and salaries/wages for them until a new contract is reached between the union and the successor employer. The union, affiliated with the OEA, will review both Agreements and determine which provision will cover the transferred employees. If the Agreement contains any increase in protections, benefits and/or salary/wages, that Agreement shall govern the transferred employees.
- 20.2.2 If the successor employer recognizes a union which is not an affiliate of the OEA, the successor employer will refer the matter of representation to the State Employment Relations Board.
- 20.2.3 If the successor employer does not recognize a union, such successor employer shall voluntarily agree to recognize the union affiliated with the OEA upon receipt of a "Request for Voluntary Recognition". In the interim, the successor employer will honor the Agreement of the transferred employees until such time as a new Agreement is reached covering all members of the bargaining unit.
- 20.2.4 Where both employers recognize affiliates of the OEA and notwithstanding any other contractual seniority provision, seniority shall be defined as the length of continuous employment in a bargaining unit position beginning with the first day worked in such a position.

If one of the employers does not recognize a union, the seniority provision of this Agreement shall govern the credited seniority of all employees employed by the successor employer as bargaining unit members.

20.2.5 The new district consolidation, jurisdictional change or territorial transfer shall in no way diminish the individual's contractual status, service credit for salary placement, or any other statutory entitlement that would have accrued to an employee had the district consolidation, change or transfer not occurred.

Any transferring employee shall have his/her previous district service combined with the newly created district service, and it shall be considered "continuous service" for retirement benefits and any other statutory or contractual benefits that require continuous service.

## **ARTICLE XXI EFFECTS OF AGREEMENT**

### **21.1 Duration**

This Agreement shall be in effect from September 1, 2013, until August 31, 2016, and may be extended thereafter by mutual consent. A new Master Agreement to take effect upon expiration of this Agreement may be negotiated as provided in Article III.

### **21.2 Severability**

If any provision of this Master Agreement shall be found to be contrary to law, then such provision of application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions shall continue in full force and effect.

### **21.3 Complete Agreement**

The Board and the BEA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

The written provisions of this Agreement constitute the whole and entire Agreement (including any and all understanding) between the parties concerning all matters within the scope of collective bargaining. All other previously negotiated agreements not incorporated herein are null and void and of no force or effect.

**For B.E.A.**

Michelle Allamom

Linda Walton

Linda Miller

Tina Difford

Sheila A. Ford, LRC

Holly J. Coe

**For the Board**

David A. Pavi

[Signature]

**APPENDIX**

**Board Policy #723.00  
Standards-Based Teacher Evaluation**

**Complaint Form**

**Grievance Report Form**

**Informal Grievance Process  
Meeting Completion Form**

**Application for Leave**

**Payment Request Form (Overload)**

**Substitute Teaching Form**

**Substitute Teacher Survey – HS/MS**

**Substitute Teacher Survey – Elementary**

**Mileage Reimbursement Form**

**Tuition Reimbursement Form**

**Graduate Level Credit Approval Form**

**Teacher Position Request Form**

**Evaluation Form**

**MEMORANDUM OF UNDERSTANDING**

## BOARD OF EDUCATION POLICY

### STANDARDS-BASED TEACHER EVALUATION

#### #723.00

#### I. Introduction

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Badger Education Association (“BEA”), and in all extensions and renewals thereof.

This policy has been developed in consultation with the Board and the BEA.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the Evaluation Committee set forth in the collective bargaining agreement with the BEA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

#### II. Definitions

**“Core Subject Area”** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**“Credentialed Evaluator”** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent to approve and maintain a list of

credentialed evaluators as necessary to effectively implement this policy. District administrators shall serve as these credentialed evaluators.

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

**"Evaluation Cycle"** – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

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

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

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

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

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

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

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

**"Student Growth"** – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the District for approved vendor assessments or locally developed student learning objectives (SLOs).

**“Student Learning Objectives” (“SLOs”)** – is a measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

**“Teacher”** – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time and Part time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the BEA.

The Superintendent, Treasurer, and any “other administrator” as defined by R.C. 3319.02 are not subject to evaluation under this policy.

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

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

**“Value-Added”** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

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

### III. Standards Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference and the current collective bargaining agreement in effect between the Board and the BEA.

The Superintendent shall annually file a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### IV. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

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

- 1) the Formal Observation Procedure described herein; and

2) a series of Informal Observation/Classroom Walkthroughs.

In addition, Evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric". Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, formal and informal observations and any evidence provided by the teacher.

## **V. Orientation of Teachers**

Not later than September 15<sup>th</sup> of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her Evaluator.

## **VI. Formal Observation and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year, unless otherwise agreed to by the teacher or as provided for in an improvement plan.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation. If a third observation is deemed necessary, the third observation will take place by May 1<sup>st</sup>.
- C. Teachers who have been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.
- D. Teachers who receive an observation report with a majority of Ineffective or Developing marks/scores may request and will be granted a third observation. The Superintendent shall not waive a third observation that is requested under this situation.

All evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

## **VII. Formal Observation Procedure**

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. During the classroom observation the Evaluator will document specific information related to teaching and learning. Each formal observation will be analyzed by the Evaluator using the Teacher Performance Evaluation Rubric. Efforts will be made by Evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days, which includes weekend days.

- A. Formal observations shall be preceded by a conference between the Evaluator and the employee no more than five (5) days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (Appendix) and the parties shall agree to the date, class and/or prep for the observation.
- B. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. The Evaluator shall provide the teacher with the rubric and other documentation relating to the observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan, and afford the teacher the opportunity to provide additional evidence of performance. Specific recommendations regarding needed improvement shall be provided to the teacher at that time.

## **VIII. Informal Observation/Classroom Walkthrough Procedure**

A walkthrough is a formative assessment process that focuses on a few of the following components and results in brief written notes or a summary:

- 1) evidence of planning;
- 2) lesson delivery;
- 3) differentiation;
- 4) resources;
- 5) classroom environment;
- 6) student engagement;
- 7) assessment; or
- 8) or any other component of the standards and rubrics approved for teacher evaluation.

Evaluators will provide teachers with informal notification of the general timeframes when walkthroughs will take place.

The classroom walkthroughs will be performed by the District administrator assigned to conduct the teacher's evaluation. A walkthrough shall consist of at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The walkthrough should be of

sufficient duration to allow the Evaluator to assess the focus of the walkthrough. Teachers will be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough within two (2) working days and will have the opportunity to write a response if they choose to do so.

## **IX. Remediation of Deficiencies**

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All significant deficiencies identified by the Evaluator from the OTES Teacher Performance Evaluation Rubric which might result in adverse employment action shall be compiled and reported in the post-observation form.

The Evaluator involved shall make specific recommendations to assist the teacher for the purpose of remediation of identified deficiencies that unabated, might lead to adverse employment action.

The Evaluator and teacher shall develop a mutually agreed upon plan for remediation of identified deficiencies.

The Evaluator and teacher shall develop a plan for remediation of identified deficiencies and such remediation issues shall be added into the teacher's growth or improvement plan. A copy of the revised plan will be finalized and provided to the teacher within five (5) days of the post-observation conference and address:

1. Performance issues documented as deficient;
2. Specific performance expectations; and
3. Appropriate timeframes for remediation and/or follow-up.

Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented non-instructional deficiencies not noted during the formal observations or walkthroughs will be communicated to the teacher through the standard employees discipline process.

## **X. Assessment of Student Growth**

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

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

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>; or
- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

- B2. Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix. Student Growth Measures may be comprised of SLOs, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with the Evaluation Committee. The Board's process for creating and revising SLO's is set forth in the Appendix.

---

<sup>1</sup> If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%)) shall be based on the value-added progress dimension.

<sup>2</sup> For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

## **XI. District Approved Assessments**

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

- Items on the assessment should cover key subject/grade-level content standards.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher

devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes ninety (90) percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.

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

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

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

SLO Scoring Matrix

Percentage of students that met or exceeded growth target	Descriptive rating	Numerical rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

These numerical ratings will be converted to a score in one of three (3) levels of student growth:

- a. Above (is a rating of 5)
- b. Expected (are ratings of 2-4)
- c. Below (is a rating of 1)

## **XII. Student Growth Measures (SGM)/Student Learning Objectives (SLO)**

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30<sup>th</sup>.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30<sup>th</sup>. This requirement shall be waived for the 2013-2014 school year.

1. Building Level SLO Committees shall review all submitted SLOs by October 15<sup>th</sup>.
2. Any SLO that is rejected by the Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 20<sup>th</sup> within five (5) days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated Evaluator, the teacher may request that the Evaluation Committee review the results for the sole purpose of verifying accuracy.

Teachers shall submit all available SGM results to his/her Evaluator by May 1<sup>st</sup>.

Evaluators shall conduct a final meeting with individual teachers who received SLO scores of 1 or 2 on the Scoring Matrix to discuss SGM scores by May 15<sup>th</sup>.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e. 2015-2016.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

### **XIII. Final Evaluation Procedures**

After completing formal (classroom) observations, informal (walkthroughs) observations, and pre and post-conferences with the teacher, the Evaluator will use the evidence collected to rate the teacher's performance on standards. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

		<b>Teacher Performance</b>			
		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is

assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed and dated by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties with copies provided to the Superintendent and the teacher.

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.

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

#### **XIV. Additional Criteria for Performance Assessment**

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned Evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

#### **XV. Professional Growth Plans and Professional Improvement Plans**

There will be three categories of Growth or Improvement plans:

1. Teachers rated Accomplished or who have above expected student growth will develop their growth plan and submit their plan to their credentialed Evaluator. Professional growth and improvement plans for a school year shall be developed not later than September 15<sup>th</sup> of that school year. The professional growth plan shall include the following components:
  - Identification of area(s) for future professional growth;
  - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice;
  - Outcomes that will enable the teacher to increase student learning and achievement.
  
2. Teachers who meet Expected levels of student growth or attain a rating of Skilled or Developing will develop their professional growth plan for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than September 15<sup>th</sup> of that school year.

The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
  - Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;
  - Outcomes that will enable the teacher to increase student learning and achievement.
3. Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed by their credentialed evaluator or another credentialed District administrator. Improvement plans for the next school year shall be developed not later than June 1st of each school year. The improvement plan shall include the following components:
    - An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
    - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
    - A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
    - A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).

## **XVI. Core Subject Teachers – Testing for Content Knowledge**

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

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional

development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

#### **XVII. Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

#### **XVIII. Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and any applicable provisions of the Policy and the collective bargaining agreement in effect between the Board and the BEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Policy and the collective bargaining agreement in effect between the Board and the BEA. The evaluation system and procedures set forth in this Policy and the collective bargaining agreement in effect between the Board and the BEA shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this Policy and the collective bargaining agreement in effect between the Board and the BEA. The Board reserves the right to non-renew a teacher evaluated under this Policy and the collective bargaining agreement in effect between the Board and the BEA in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

O.R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226

O.R.C. 3319.26, 3319.58, 3333.0411

O.A.C. 3301-35-03(A)

**COMPLAINT FORM  
DISTRICT PERSONNEL RELATIONS – PRINCIPAL'S LEVEL**

Complaint/criticism of a particular district employee is to be delivered to the employee first. If the complainant is dissatisfied, the complaint shall be committed to writing on this form and submitted to the building principal. A conference will be arranged among the complainant, employee and building principal.

Employee's Name: \_\_\_\_\_

Complainant's Name: \_\_\_\_\_

Written Complaint: \_\_\_\_\_

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

Action Desired: \_\_\_\_\_

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

Date Submitted to the Building Principal: \_\_\_\_\_

Decision by Building Principal: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

## GRIEVANCE REPORT FORM

Badger Education Association (Please type or print)

Grievant \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Building: \_\_\_\_\_ Building Administrator: \_\_\_\_\_

Name of Association Representative: \_\_\_\_\_

Statement of Grievance:

---

---

---

---

---

Relief Sought:

---

---

---

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

A. Disposition by Principal or Supervisor: (If additional space is needed, attach separate sheet)

---

---

---

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

B. Date Received by Superintendent: \_\_\_\_\_

Disposition by Superintendent: (If additional space is needed, attach separate sheet)

---

---

---

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

C. Date Submitted to the Board: \_\_\_\_\_

Disposition by the Board: (If additional space is needed, attach separate sheet)

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

Signed: \_\_\_\_\_

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

D. Date Submitted to Arbitration: \_\_\_\_\_

Disposition of Arbitrator: (If additional space is needed, attach separate sheet)

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

Signed: \_\_\_\_\_

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

**INFORMAL GRIEVANCE PROCESS  
MEETING COMPLETION FORM**

Pursuant to Article VII, Section 7.42, the undersigned informal grievant and appropriate administrator met in effort to resolve a complaint on \_\_\_\_\_.  
(date)

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Administrator

**JOSEPH BADGER LOCAL SCHOOL DISTRICT**

**APPLICATION FOR LEAVE**

**EMPLOYEE'S NAME** \_\_\_\_\_ **Date** \_\_\_\_\_

I certify that I was absent from work on \_\_\_\_\_  
Date(s) and request that \_\_\_\_\_  
Number day(s) of

absence be charged as following:

- |                            |                            |
|----------------------------|----------------------------|
| 1. Sick Leave _____        | 2. Personal Leave _____    |
| 3. Assault Leave _____     | 4. Bereavement Leave _____ |
| 5. Citizenship Leave _____ | 6. Vacation Leave _____    |
| 7. Unpaid Leave _____      |                            |

8. Other \_\_\_\_\_  
(Please specify: Field Trip, IEP Reviews, State Basketball Tournament, etc. – Prior approval required)

9. Professional Leave \_\_\_\_\_  
(In Service Training - Prior Approval Required - Please specify where and why you are going, attach an agenda if available)  
\_\_\_\_\_

Employee's Signature \_\_\_\_\_

Immediate Supervisor Recommends \_\_\_\_\_ Approval \_\_\_\_\_ Denial \_\_\_\_\_

Substitute's Name \_\_\_\_\_

Superintendent's/Designee's Approval \_\_\_\_\_

**PAYMENT REQUEST FORM**

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

I, \_\_\_\_\_, Principal of \_\_\_\_\_, in accordance with BEA Master Agreement, section 10.6 (Workload), have met with \_\_\_\_\_, a BEA member assigned to my building. We have discussed possible problems dealing with class size and potential for remuneration under the following section(s):

***Payment request forms must be turned in prior to the last teacher day of the school year. Payment shall be made no later than the second pay period after the form is submitted.***

---

**10.6, Section B1**      *Teachers including all elementary and secondary intervention specialist*

These extra student(s) were enrolled for at least one-half of the semester and met with the teacher for instruction at least once each day.

I am initialing that all conditions have been met to allow the following payment:

# of student(s) \_\_\_\_\_

X semester(s) \_\_\_\_\_

X \$ 100.00= \$ \_\_\_\_\_ total amount due.

Initials of principal \_\_\_\_\_

Initials of teacher \_\_\_\_\_

---

*Required signatures:*

\_\_\_\_\_ (Teacher)

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

\_\_\_\_\_ (Level BEA Rep.)

\_\_\_\_\_ (Superintendent)

**SUBSTITUTE TEACHING FORM**

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

\_\_\_\_\_ was asked to cover for \_\_\_\_\_  
(Bargaining Unit Member) (Name of absent Unit Member)

during \_\_\_\_\_ period.

Middle School and High School Teachers shall receive \$45.00 for each 45-60 minute period.

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Signature of Teacher)

**JOSEPH BADGER SCHOOL DISTRICT**  
**Substitute Teacher Survey**

Teacher's Name: \_\_\_\_\_ Substitute Teacher's Name: \_\_\_\_\_

Date of Absence: \_\_\_\_\_ (A new form must be completed for each day of absence)

**Substitute Teacher: Please check where appropriate and add comments as necessary**

Lesson Plans: \_\_\_\_\_ Class Roster: \_\_\_\_\_ Seating Charts: \_\_\_\_\_  
Materials (copies etc): \_\_\_\_\_ Duties (if applicable): \_\_\_\_\_ Special Class Rules: \_\_\_\_\_

Please submit to Building Office at end of day - Thank you	Student Absences (please include students tardy)
	1st Period: _____
	2nd Period: _____
	3rd Period: _____
	4th Period: _____
	5th Period: _____
	6th Period: _____
	7th Period: _____
	Discipline Issues: (Please be specific) _____
	_____
Comments: _____	
_____	
_____	
<b>BHS/B Teacher: Please comment on the performance of your substitute teacher</b>	
Did the substitute teacher follow your lesson plans? Yes No	
Do you believe that the substitute was a positive influence on our students' education? Yes No	
Please rate the overall effectiveness of your substitute: (1 lowest, 5 highest) 1 2 3 4 5	

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BADGER ELEMENTARY SCHOOL  
Substitute Teacher Survey**

Teacher's Name: \_\_\_\_\_ Substitute Teacher's Name: \_\_\_\_\_

Date of Absence: \_\_\_\_\_ (A new form must be completed for each day of absence)

**Substitute Teacher: Please check where appropriate and add comments as necessary**

**Lesson Plans:**

Easy to Follow \_\_\_\_\_  
 Rather Vague \_\_\_\_\_  
 Not Found \_\_\_\_\_

**Seating Chart:**

Up to Date \_\_\_\_\_  
 Needs Updated \_\_\_\_\_  
 Not Found \_\_\_\_\_

**Instructional Materials:**

Easy to Locate \_\_\_\_\_  
 Found \_\_\_\_\_  
 Item Missing \_\_\_\_\_

**Intervention:**

**Speech/OT**

Times Plainly Listed \_\_\_\_\_  
 Confusing \_\_\_\_\_  
 None Listed \_\_\_\_\_

**Duties**

Easy to Understand \_\_\_\_\_  
 Rather Vague \_\_\_\_\_  
 Not Found \_\_\_\_\_

**Special Student Needs:**

**Medical**

Easy to Follow \_\_\_\_\_  
 Rather Vague \_\_\_\_\_  
 Not Found \_\_\_\_\_

**Attendance Sheet**

Easy to Understand \_\_\_\_\_  
 Confusing \_\_\_\_\_  
 None Listed \_\_\_\_\_

**Student Absences** (please include students tardy)


Discipline Issues: (Please be specific)

\_\_\_\_\_

\_\_\_\_\_

Additional Comments: (Continue of back if necessary)

\_\_\_\_\_

\_\_\_\_\_

**Secretaries: Ext 701** Mon/Tues Mrs. Linda Fitch  
**Ext 706** Wed-Fri Mrs. Bette Kistler

**Nurses: Ext. 411** Ms. Holly Blackburn  
 Mrs. Christine Grzelewski

Classroom Teacher (Over)

Please submit to Building Office at End of Day - I thank you

Additional Comments: (cont'd)

---

---

**BES Teachers:**

Please mark the following and turn in to the Elementary Office the day you return to work:

**Lesson Plans Followed:**

Great Job     Partially Followed     Hardly Completed

**Do you feel the sub was a positive influence on students' education?**

Yes     No

**Overall effectiveness of Substitute:**

Rate: 1 (low) 2 3 4 5

**Comments:** (Feel free to be as positive or critical as you believe necessary)

---

---

---

---



**TUITON REIMBURSEMENT REQUEST**  
**ARTICLE XIII, Section 13.13**

***The Board will provide tuition reimbursement with a maximum of \$800.00 per employee per year. No teacher shall be reimbursed more than the actual cost of the tuition paid.***

To qualify for compensation, all course work must be completed between September 1<sup>st</sup> and August 31<sup>st</sup>. All reimbursement forms and attached requirements must be in the Treasurer's office **no later than October 1<sup>st</sup> of the year payment is requested.**

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

**Name:** \_\_\_\_\_ **Total compensation requested:\$** \_\_\_\_\_

**Attached:** A. Fee receipt(s);  
B. Evidence of grade(s) as outline in Master Agreement;  
C. Copy of CEU certificate(s).

\_\_\_\_\_  
(Signature of Employee)                      (Signature of Treasurer)

\_\_\_\_\_  
(Date of request)                              (Date of receipt of request)

\_\_\_\_\_  
(Employee initial)                              (Time requested)

\_\_\_\_\_  
(Treasurer initial)

**JOSEPH BADGER LOCAL SCHOOLS  
GRADUATE LEVEL CREDIT APPROVAL FORM (2010-2013)**

To be placed in a Masters + 15 or Masters + 30 column on the salary schedule, in Accordance to Article 16, Section 1.2: All courses Post Master must be graduate level in any of the core teaching fields, i.e. Language Arts, Social Studies, Math, Science or specialty area if in teaching field, i.e. Art, Music, P.E., Computer Technology, Special Education, unless mutually agreed upon between teacher and Superintendent.

Course title and brief description	Content Area this course pertains to	Accredited University (address or website)

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

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

Please attach any pertinent information to this form.

Decision of Superintendent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

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

**TEACHER POSITION REQUEST FORM**  
**Due by March 15<sup>th</sup>**

For the next year I would prefer to **stay at/or leave** my present position.  
(Circle One)

In the event that my position must be changed I would like to be considered for the following positions in order of preference. If any of these become open I would like to be notified.

*It is understood that this is not a binding document.*

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**JOSEPH BADGER LOCAL SCHOOL DISTRICT  
CERTIFIED/LICENSED EMPLOYEE OBSERVATION/EVALUATION FORM**

NAME \_\_\_\_\_ SUBJECT \_\_\_\_\_ DATE \_\_\_\_\_ IN \_\_\_\_\_ OUT \_\_\_\_\_  
DATE \_\_\_\_\_ IN \_\_\_\_\_ OUT \_\_\_\_\_

**I. CERTIFIED/LICENSED EMPLOYEE'S PRESENTATION OF LESSON**

- |   |  |
|---|--|
| <input type="checkbox"/> Lecture Type         | <input type="checkbox"/> Individual Instruction  |
| <input type="checkbox"/> Question/Answer Type | <input type="checkbox"/> Individual Student Work |
| <input type="checkbox"/> Student Reports      | <input type="checkbox"/> Silent Reading          |
| <input type="checkbox"/> Group Work           | <input type="checkbox"/> Other                   |

**AIDES USED:**

- |  |   |
|--|---|
| <input type="checkbox"/> Text          | <input type="checkbox"/> Technology     |
| <input type="checkbox"/> Chalk & Board | <input type="checkbox"/> Bulletin Board |
| <input type="checkbox"/> Maps          | <input type="checkbox"/> Other          |
| <input type="checkbox"/> Manipulatives |   |

**II. CERTIFIED/LICENSED EMPLOYEE PERFORMANCE:**

**(Key: 4 outstanding, 3 satisfactory, 2 needs improvement, 1 deficient)**

The certified/licensed employee-      **4   3   2   1      Comments**

1. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities

---

---

---

2. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation

---

---

---

3. Develops and teaches lesson plans that support course of study objectives.

---

---

---

4. Address students' individual potential and addresses students' individual needs

---

---

---

5. Appropriately plans for assessment

---

---

---

6. Appropriately plans for student intervention

---

---

---

7. Demonstrates knowledge of subject matter

---

---

---

8. Appropriately utilizes test results

---

---

---

9. Provides opportunities for students to utilize higher order thinking skills

---

---

---

10. Effectively uses teaching tools and resources

---

---

---

11. Effectively uses a variety of instructional technique

---

---

---

12. Maintains positive control of the classroom

---

---

---

13. Maintains positive rapport with students

---

---

---

14. Effectively manages class time

---

---

---

15. Appropriately monitors student progress

---

---

---

16. Communicates clearly both orally and in writing with all segments of the school community

---

---

---

III. PROFESSIONAL QUALITIES:

**(Key: 4 outstanding, 3 satisfactory, 2 needs improvement, 1 deficient)**

The certified/licensed employee-    **4   3   2   1        Comments**

1. Implements Board of Education and administrative policies, rules, regulations and directives

---

---

---

2. Demonstrates professional growth

---

---

---

3. Positively contributes to the welfare of the district

---

---

---

4. Effectively utilizes specialty personnel

---

---

---

5. Demonstrates flexibility in adapting to changes in schedules and plans

---

---

---

6. Maintains a positive working relationship with school personnel

---

---

---

7. Maintains an effective working relationship with parents

---

---

---

8. Maintains an effective working relationship with the school system

---

---

---

9. Effectively completes other job performance criteria as assigned

---

---

---

IV. PERSONAL QUALITIES:

(Key: 4 outstanding, 3 satisfactory, 2 needs improvement, 1 deficient)

The certified/licensed employee-    4   3   2   1    **Comments**

1. Maintains appropriate appearance

---

---

---

2. Is consistent, dependable, and accurate in carrying out responsibility

---

---

---

**NARRATIVE COMMENTS**

---

---

---

CERTIFIED/LICENSED EMPLOYEE'S COMMENTS: (Certified/licensed employee has the right to make written comments about evaluation)

\_\_\_\_\_  
Certified/Licensed Employee's Signature

\_\_\_\_\_  
Date

\*This signature only implies that the employee has received a written copy of the observation/evaluation

**EVALUATOR'S COMMENTS**

---

---

---

---

---

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

SUPPORT RECOMMENDATIONS  
(OPTIONAL)

---

JOB CRITERIA NUMBER \_\_\_\_\_

NEEDS IMPROVEMENT \_\_\_\_\_

MEANS/RESOURCE HELP:

OTHER

---

---

---

JOB CRITERIA NUMBER \_\_\_\_\_

NEEDS IMPROVEMENT \_\_\_\_\_

MEANS/RESOURCE HELP:

OTHER

---

---

---

JOB CRITERIA NUMBER \_\_\_\_\_

NEEDS IMPROVEMENT \_\_\_\_\_

MEANS/RESOURCE HELP:

OTHER

---

---

---

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into and effective for the period of September 1, 2013, through August 31, 2014, by and between the Badger Education Association ("Association," or "BEA") and the Joseph Badger Local School District Board of Education ("Board").

1. The Evaluation Committee shall work to revise the evaluation system of remaining non-OTES members of the bargaining unit to align their system with the new system, producing the same summative ratings. Any new system for non-OTES bargaining unit members is subject to adoption/ratification by the parties.
2. It is further the agreement of the parties for the 2013-2014 contract year:
  - a. For OTES teachers, the first formal observation shall be completed by January 1<sup>st</sup> and the second formal observation shall be completed by May 1<sup>st</sup>.
  - b. Unless or until further guidance is received from the ODE or through legislation, teachers on approved leave for more than forty-five (45) days during the 2013-2014 school year may utilize an alternative student growth measure for that year as approved by the Evaluation Committee.
  - c. A teacher may take one (1) representative to any and all follow-up conferences occurring under the evaluation procedure.
  - d. Coach for Teachers on an Improvement Plan
    1. An administrator may provide a teacher under an improvement plan (with teacher's agreement) with a coach of the administrator's choice to assist the teacher to improve his/her performance. The coach will be paid for hours spent assisting the teacher at the District curriculum rate for a maximum of 20 hours per year, with such time approved by the administrator. In addition, the coach and teacher shall be provided release time to allow for meetings and/or observations.
    2. A coach teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
    3. No coach teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
    4. All interaction, written or oral, between the coach and the teacher shall be confidential. Any violation of this tenet by the coaching

TA  
MA  
11/01/2013

TA  
BA  
11/01/2013

teacher shall constitute grounds for immediate removal from his/her role as mentor teacher.

5. The decision to utilize the intervention of a coach resides within the discretion of the evaluator and such determination of whether or not one is utilized shall not be used in any subsequent employment action.
  
3. At the end of the 2013-2014 contract year, this Memorandum will expire automatically and the parties agree to reconvene to resume negotiations relative to these issues and/or their continuation.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first set forth above.

For the Badger Education Association

Michelle Allaman

Date 11/01/2013

TA  
MA  
11/01/2013

For the Joseph Badger Board of Education

D. J. [Signature]

Date 11/01/2013

JA  
ASB  
11/01/2013