



COLLECTIVE BARGAINING AGREEMENT

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between

**BOWLING GREEN CITY SCHOOLS
BOARD OF EDUCATION**

and

**BOWLING GREEN EDUCATION
ASSOCIATION, INC.**



Bowling Green Education Association

Effective

July 1, 2014– June 30, 2017

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**Bowling Green Board of Education
and
Bowling Green Education Association, Inc.**

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COLLECTIVE BARGAINING AGREEMENT

between

**Bowling Green Board of Education
and
Bowling Green Education Association, Inc.**

Effective from July 1, 2014 to June 30, 2017

SECTION 1 - PROFESSIONAL NEGOTIATIONS AGREEMENT

Section 1.1 - Recognition

The Bowling Green Board of Education, hereinafter "Employer" or "Board," recognizes the Bowling Green Education Association OEA/NEA Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all certificated/licensed professional, non-supervisory, personnel on the teachers' salary schedule—both area teachers, program specialists, guidance counselors, library/media specialists, school nurses, vocational coordinators, department heads, athletic directors who are also classroom teachers, tutors, and psychologists. Board employed substitutes are not considered under the representation of the Bowling Green Education Association.

The Association recognizes that the Superintendent, Executive Directors, Principals, Administrators, casual day-to-day substitutes and other personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Listing positions in this Agreement does not constitute a guarantee that such positions will be continued; nor does failure to list a position constitute agreement that a newly created position will not be placed in the bargaining unit. If new positions are created, the parties will discuss whether they are to be included or excluded. If there is no agreement, a unit clarification petition may be filed with S.E.R.B., whose decision shall be final and binding on both parties.

Section 1.2 - Election

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

Section 1.3 - Agency Shop (Fair Share Fee)

Each employee, not enrolling as a member, covered by this agreement shall be required as a condition of employment to pay the Association a Fair Share Fee equal to the dues of the United Education Profession. The United Education Profession includes the NEA, OEA, NWOEA, and BGEA. However, all those employees covered by this agreement and who are not dues paying members of the Association, shall be assessed the Fair Share Fee.

The Association shall notify all non-members of their obligation to pay service fees and such notifications will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.

The Board will provide a payroll deduction for professional dues upon receipt of a list submitted by the Association each school year. Deductions shall be made in twenty-two (22) equal installments effective October 1st. Staff members choosing to be fee payers shall have the deduction of the fees to begin in equal installments with the first pay period that follows January 15 each year for the balance of the contract year. The Association and its membership shall hold the Board harmless for any unauthorized deductions.

The Board agrees to furnish the Association with a name list and amount of fees/dues deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.

Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal rebate procedures adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to notify all non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follow the January 15 date noted above.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of the Agency Shop provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or designated employees involved.

Section 1.4 - Collection of Dues

The Board will arrange for payroll deductions of the Association dues in equal installments every pay period beginning October 1 and finishing with the final contract period.

In the event an Association member's contractual relationship with the Board terminates during the school year, the Board is not further obligated to serve as a collection agency for the Association for that member.

The Board of Education will allow for continuing membership in the Association. Therefore, once a member authorizes continuing deduction by the Treasurer, said deductions will continue until (a) employment has been terminated, or (b) only if the employee requests in writing prior to October 1st of the new academic year that the deduction be terminated.

The Board authorizes the Treasurer to collect EPAC donations if an employee so desires.

The Association and the United Teaching Profession shall indemnify and hold the Board harmless from any or all claims, demands, or suits or any other action arising from the collection of dues contained herein.

SECTION 2 - NEGOTIATION PROCEDURE

Section 2.1 - Scope of Bargaining

Negotiable matters shall be matters with respect to wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement.

Section 2.2 - Negotiations Process

A. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than 150 days nor later than 120 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement shall be sent to the State Employment Relations Board and shall constitute the notice required by 4117.14 (B)(1)(a).

Within fifteen (15) school days after receipt of such notice, an initial meeting will be held for the purpose of beginning negotiations and establishing a date for the next session. The parties may mutually agree to extend this 15-day time limit one time by up to 15 days.

B. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representatives shall be limited to five for each party. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Information

The Board and Superintendent agree to furnish the Association's negotiations committee, upon request and in reasonable time both prior to and during negotiations, all publicly available information concerning financial resources of the district and such other relevant information which the Board regularly compiles as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

During negotiations the Association will provide such information of which they have ownership, in total or is of the public domain, to the Board as necessary and available to assist in evaluation of the feasibility of the Association's proposals.

D. Negotiations Meetings

Initial proposals in writing shall be exchanged at the first meeting. There shall be sufficient copies for each team member provided. Each team shall have the opportunity to review proposals submitted and ask clarification questions as necessary. Thereafter, no additional proposals shall be added to the areas subject to negotiations unless by mutual agreement.

E. Ground Rules

Ground rules, dates of future negotiations, quorum, facilities and negotiation resource issues shall be established. The Board and the Association agree to enter into two consecutive days of concentrated bargaining which will be mutually agreed upon by both parties. The following rules will apply to the two concentrated days of bargaining:

1. Bargaining starting and ending times will be as mutually agreed.
2. Each party must come to the bargaining table with complete authority to bargain and reach tentative agreement.
3. Each party understands that the concept of the concentrated bargaining is to make a good faith effort to complete bargaining during the agreed upon two-day concentrated sessions.
4. If a tentative agreement is not reached on all issues at the end of the two-day concentrated sessions, the parties could mutually agree to schedule additional sessions or either party may declare an impasse and proceed to follow Section 2.4 – Disagreement of the Master Agreement.

F. Recesses

The chairman of either group may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length.

G. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

Section 2.3 - Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

Section 2.4 - Disagreement

- A. If at any time after thirty (30) calendar days from the first meeting of the parties following the written notice served pursuant to Section 4117.14 (B)(1)(a), the parties are unable to reach an agreement, either party may declare an impasse. Upon the declaration of

impasse, a fact finding panel shall be appointed by the parties consisting of a representative of the Board, a representative of the Association and a third member selected by them. If they are unable to select the third member within five (5) school days, the third member shall be selected from a list of nine (9) qualified Ohio residents provided by the American Arbitration Association, and selected from such list pursuant to the rules of the American Arbitration Association. The fact finding panel, acting by a majority of its members, shall under such rules as it may establish, issue findings of fact and recommendations on unresolved issues to the Board and the Association. Such recommendations may be accepted or rejected according to the procedures in Ohio Revised Code Section 4117.14 (C)(6). It is the parties' intent that this mutually agreed upon dispute settlement procedure shall supersede the procedures contained in Section 4117.14 of the Ohio Revised Code. Thereafter, the Association shall have the right established by Ohio Revised Code Section 4117.14(D)(2).

- B. The parties may participate in mediation under the direction of the Federal Mediation and Conciliation Services until the fact finding panel's scheduled meeting date or an agreement has been reached.
- C. The Association may exercise its right to strike upon expiration of the contract and completion of impasse procedures by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) calendar days prior to such action. Such notice must specify the day and times on which the strike is to begin, and must otherwise comply with Section 4117 of the ORC.
- D. The costs of the third member of the fact finding panel shall be borne equally by the Association and the Board.

Section 2.5 - General

- A. As soon as possible, but not later than forty-five (45) calendar days after ratification, the Agreement shall be printed with a Table of Contents including all appendices by the Association and distributed to all certificated personnel. New bargaining unit members hired during the term of the Contract shall be provided a copy at the time of employment. The Board shall be provided twenty-five (25) additional copies for their use.
- B. The cost of preparation and reproduction of the final contract document will be the responsibility of the Association.
- C. Members of the Negotiations Team shall be allowed to appear before any formal mediation or impasse panel hearing and allowed those days necessary without forfeiture of personal business days or salary.

SECTION 3 - LEAVES

Section 3.1 - Leave of Absence

A leave of absence without pay for not more than two (2) years may be granted by the Board at its discretion to members of the teaching staff. The Board shall grant such leave where illness or other disability is the reason for the request. Applicants desiring such leave shall present in writing their applications showing clearly the reason for and the purpose of the leave to the Superintendent of Schools. The Superintendent is to report these requests together with his/her recommendations to the Board at its next regular meeting. A teacher who is on continuing contract and is granted a leave of absence shall not forfeit his or her continuing contract status:

A. Under this subsection, a teacher may request a leave of absence for any of the following reasons:

1. Personal illness or disability
2. Maternity, paternity, and/or adoption of a minor child
3. Receipt of honorary fellowship or grant for advanced study
4. Self-financed graduate study
5. Illness or disability of a member of the immediate family
6. Professional growth in the nature of a sabbatical experience.

B. An application for leave of absence shall include the beginning and ending dates of the leave, the reason for the leave, statement of intent to return and the signature of the applicant. Except in cases of urgent necessity, applications must be received by the Superintendent thirty (30) days prior to the beginning date of the leave. On the date the employee begins the leave of absence, or sixty (60) days prior to the end of the leave, whichever occurs later, the employee on leave shall be notified of the termination date of such leave. For the purpose of this section, notification by certified mail to the employee's last known address shall be satisfactory service. Failure of the employee to notify the Superintendent not less than thirty (30) days prior to such termination date of his/her intent to return to active service shall be deemed a constructive resignation and all rights and privileges of employment shall be thereby extinguished. Where the employee's leave expires at the beginning of the academic year, the employee must notify the Superintendent not later than July 10 following the sixty (60) day notice from the Board. The ending dates of leaves of absence shall coincide with the end of a grading period, unless otherwise authorized by the Superintendent.

C. Involuntary Leave of Absence Without Pay

Involuntary leave of absence without pay shall be governed by ORC 3319.13. In the event the Board deems the use of involuntary leave of absence for medical/mental health is necessary and the bargaining unit member contests the need, the bargaining unit member need not supply physician documentation to support the need for said leave to utilize sick leave and healthcare benefits.

D. When returning from a leave of absence, assignment will be made by the

Superintendent of Schools. Before making the assignment, the Superintendent shall give consideration to the returning employee's placement request.

Section 3.2 - Pregnancy/Adoption Related Disability Leave

- A. Accumulated sick leave may be used by any female teacher for reasons of pregnancy. Upon application, sick leave shall be granted for a total of 42 consecutive days for prenatal care and postnatal recuperation. Upon the written statements of the attending physician to the Superintendent that such teacher is unable to perform her assigned duties, the period of sick leave for pregnancy related disability purposes shall be modified as determined by the attending physician.
- B. Sick leave as authorized under this section shall not exceed that number of accumulated and unused leave days to the credit of the teacher and earned during the period of such leave.
- C. Any teacher whose accumulated sick leave days are insufficient to cover the period of leave as set forth in Subsection "A" above, shall be granted an interim pregnancy related disability leave without pay for the period of six weeks from date of delivery as determined by the attending physician. Upon the written statements of the attending physician to the Superintendent that such teacher is unable to perform her assigned duties, the period of interim pregnancy related disability leave without pay shall be modified as determined by the attending physician.
- D. Accumulated sick leave to a total of fifteen (15) days shall be permitted for paternal responsibilities related to pre and postnatal care. Additional paternal prenatal/postnatal leave shall be allotted as necessary in accordance with the Family Medical Leave Act and Section 3.8 of this Agreement.
- E. Accumulated sick leave may be used by any bargaining unit member for reasons of adoption. Upon application, sick leave shall be granted for a total of 42 consecutive days.

Section 3.3 - Military Leave

Military leave shall be governed by Section 3319.14 and 5923.05 Ohio Revised Code, and applicable federal statutes.

Section 3.4 - Jury Duty

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the employee receiving a summons and/or being selected for jury duty. Notification should include the dates, time and court where duty is to be served.

The full pay of the employee shall be allowed for such service provided the check received by the employee for jury service is endorsed payable to the Bowling Green City Board of Education. Mileage and/or other expenses reimbursed to the employee by the Clerk of Courts shall be returned to the employee. The employee is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty

shall not be charged against sick leave accumulation. Payment of employees' wages will be made only when an employee presents certification from the court that the employee served or was required to be present at the courthouse or other location designated by the Clerk of Courts for possible selection.

Section 3.5 - Personal Business Leave

- A. Each full-time teacher will be allowed two (2) restricted days of absence during each school year without loss of salary to transact personal business which cannot be conducted outside the normal work day, and one (1) unrestricted day of absence. Such days of absence shall not be deducted from the teacher's sick leave days.

If the schools are closed by the Superintendent or his/her designee because of a calamity day, an employee who has been granted an approved personal leave day for that date will not have that day charged as a personal leave day.

- B. The restricted personal business leave days shall not be granted for such purposes as:
1. Shopping
 2. Gainful employment
 3. Seeking employment
 4. Recreational purposes
 5. Extensions of holidays and/or vacations, i.e., the day before or after a holiday or vacation unless waived by the Superintendent for good cause communicated in writing.
 6. Accompanying spouse on business trip.
 7. Extensions of approved leaves unless waived by the Superintendent for good cause communicated in writing.
 8. During the time an employee is on an extended leave of absence approved in advance.
- C. The unrestricted day cannot be used to extend a holiday and/or vacations or during the time an employee is on an extended leave of absence that has been approved in advance.
- D. The number of certificated/licensed staff who may take either a restricted or an unrestricted personal day in April and May is capped at 50 substitute teachers per month. The days will be approved on a first submitted-first approved basis. Sick leave days, Professional leave days, and Association leave days shall not count in the calculation of this restriction. Members, whose requested personal days exceed the monthly maximum, must be notified per paragraph D of Section 3.5 of the Master Agreement or the leave day will be granted automatically. If the personal leave maximum is obtained for a month, a personal business leave day may still be granted in emergency situations with the Superintendent's approval.
- E. Request for either a restricted or an unrestricted personal business leave, with the exception of emergencies, shall be submitted at least seven (7) working days prior to the date of absence. Emergencies will need to be submitted through the

Superintendent. Signed requests shall be returned to the employee within seven (7) working days or approval is automatically granted.

- F. Part-time employees shall be granted proportionate amounts of personal business leave.
- G. Employees are strongly advised not to use Absence Without Pay days except in true emergency situations and can do so only with the approval of the Superintendent or his/her designee.

Section 3.6 - Sick Leave

- A. Each full-time employee shall be entitled to sick leave credit of one and one-fourth (1 1/4) work days with pay, per month, for a total of fifteen (15) days per year, of which five may be for serious illness or death in the immediate family. Regular part-time employees will accrue sick leave on a proportionate basis based on their teaching schedule. Upon application of the employee and for good cause shown, the Superintendent shall authorize the use of such additional sick days as may be required for illness or death in the immediate family not to exceed that number of accumulated and unused sick leave to the credit of the employee. Sick days must be used on days the employee is absent while attending the funeral of an immediate family member.
- B. The total unused portion of the annual sick leave allowance shall be permitted to accumulate without limit.
- C. Sick leave accumulated prior to a leave of absence shall be credited upon return.
 - 1. The same monthly accrual of one and one-fourth (1 1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the payroll.
 - 2. If, while the employee is in an approved sick leave period, a calamity day is declared in the district, the employee's sick leave account shall not be charged for the calamity day.
- D. Any teacher who at the beginning of the first duty day for teachers has no accumulation of sick leave shall be entitled to an advancement of five (5) days of sick leave. This advance is to be charged against the sick leave the employee subsequently accumulates.
- E. The use of sick leave for more than five (5) consecutive days (required teacher work days) shall require the filing of a physician's statement documenting the need for sick leave and indicating any recommended additional sick leave with the Treasurer of the Board of Education. (The physician's statement should be attached to the absence and substitute report.)
- F. Teachers returning to duty from sick leave after thirty (30) consecutive working days during the same duty year in which the sick leave was initially granted shall be returned

to the same assignment unless such assignments would significantly disrupt the academic achievement of the students within the class or classes. Said teacher will have the option to return to their original position at the beginning of the next semester subject to the provisions of this Master Agreement under Voluntary Transfer and Assignment.

- G. Teachers returning to duty from sick leave after thirty (30) consecutive working days absence shall submit a signed statement from their physician that they are able to resume their duties.
- H. Immediate family shall be designated as husband, wife, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law.
- I. In the event of the serious illness or death of a person living in the same household as the employee or a person outside the immediate family who has the same relationships as though a member of the immediate family, each full-time employee may use up to five (5) days sick leave per year.
- J. Two (2) days may be granted for funerals in case of death of other family members or close friends. These days will be chargeable to sick leave

Section 3.7 - Assault Leave

Any member of the bargaining unit employed by the Board assaulted by a student currently enrolled in the district or assaulted by any person except an employee of the Board while in the course of such teacher's employment, and such teacher is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. For the first seven (7) days that the eligible employee, as hereinafter defined, is forced to miss because of his/her work related injury which Workers' Compensation does not cover, the Board will continue the employee's salary without charge to his/her sick leave chargeable as assault leave. To be eligible for assault leave, the certificated employee shall apply for and be granted Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs.

Except as otherwise approved by the Superintendent, any teacher receiving assault leave shall file a complaint with the appropriate law enforcement agency against the assailant.

The Board shall pay, not to exceed \$250.00, for damages sustained to the personal property of a member of the bargaining unit directly arising out of an assault as defined herein provided such employee has applied for and been refused reimbursement under any existing insurance coverage and has been unsuccessful in the recovery of such damages in any legal proceeding in which he/she has a claim.

Section 3.8 - Family and Medical Leave Act

Nothing contained in this Agreement shall prevent the Board from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. The Board will use the concept of "rolling twelve" (i.e. twelve months from the date of last usage) to establish the twelve (12) month period in which leaves may be taken under the Family and Medical Leave Act of 1993, and the use of paid leave as part of a family and medical leave. The parties recognize that the special rules regarding employees of schools under the Family and Medical Leave Act shall be applicable. At the employee's discretion, paid or unpaid leave may be utilized in accordance with FMLA leave. Any dispute concerning FMLA leave shall be resolved solely through use of Section 7, Grievance Procedures (including final and binding arbitration).

Section 3.9 – Association Leave Pool

An Association Leave pool will be established with ten (10) association leave days available each academic year. These leave days will be granted for Association members to attend the Spring Assembly and/or attend arbitration hearings, President's meetings or Treasurer's workshops. The days will be calculated as the sick and personal days are currently, with respect to an employee being charged with (1/2) one-half or (1) full day absence. The use of association leave shall not be construed as an absence nor reduce any other leave or benefit afforded to all certificated/licensed staff members. Further, any expenses associated with attending the Spring Assembly, President's meeting or Treasurer's workshop shall not be the responsibility of the District.

SECTION 4 - TEACHING CONDITIONS

Section 4.1 - Assignment of Teachers (Including Transfers and Promotions)

The purpose of a negotiated policy in this area should be:

- A. To provide a qualified and competent teacher for children and youth in each subject and class.
- B. To provide an orderly and efficient method for transfers and promotions of personnel.
- C. To respect the rights and responsibilities of Board, Superintendent, Principals, and teachers in these matters.

Section 4.2 - Contracts

- A. The contract status of the teachers in the Bowling Green City Schools shall be:
 - 1. All personnel will receive one-year limited contracts, until eligible for a continuing contract.
 - 2. Consideration for a continuing contract is based upon three years of service in the district and proper certification/licensure notwithstanding any contrary practice. Newly hired teachers who had attained a continuing contract with another district will be considered for a continuing contract after two (2) years of service in Bowling Green City Schools. Other teachers will be eligible for a continuing contract after they have met the qualifications set forth in Section 3319.08 of the Ohio Revised Code and have taught in the District for at least three (3) years within the last five (5) years. A continuing contract is contingent upon principal or supervisor/administrator recommendation.
 - 3. New teachers will be given credit for salary schedule purposes, for each year of teaching service in other public school districts, and in chartered, nonpublic schools located in Ohio, and up to five (5) years military service not to exceed a combined maximum total of ten (10) years. Similar credit shall be given for clinical service or university teaching of the type which meets the criteria of STRS or equivalent retirement criteria. If a new teacher is given teaching or military service credit for salary schedule purposes, of which he/she disagrees, then the teacher may appeal and seek reevaluation of the credit given. Such appeal must be made within thirty (30) days of the hiring of the new teacher, and must be in writing and contain documentation concerning prior work experience. Final decision of appeal shall be made by Superintendent.
 - 4. New teachers shall be notified in writing at contract issuance if they are leave replacements.

5. Part-time certificated/licensed personnel working less than 120 days per school year who have no break in service will be granted one year of credit for salary schedule purposes upon completing 120 days over a period of more than one school year.
- B. When a teacher signs a contract, the contract shall list basic teaching assignment. A supplemental (one-year limited) contract shall be issued for additional services compensated by the Board.
 - C. Bargaining unit members will be provided with a salary notice before August 1st. Grade level assignment at the elementary level and specific subject areas at the secondary level will remain the same as the previous year unless the teacher is notified before August 1st. The only exceptions for a change of position after July 31st are: 1) unexpected significant changes in enrollment at a school; 2) sudden unplanned personnel changes (death, emergency or sick leave or unexpected resignation or retirement); 3) compliance with the Ohio Department of Education mandates.

Section 4.3 - Notification of Vacancy

- A. Whenever a vacancy in a bargaining unit position shall exist in the school district, which the Superintendent intends to fill, the Superintendent or designee shall publicize the same by e-mailing a written notice of such a vacancy to the President or a designated substitute for the President of the Association and to each building staff list serve. This notice shall set forth a description of and qualifications for the vacancy, including duties, salary and procedure for application. No vacancy shall be filled until qualified personnel have had five (5) calendar days from the date of the posting to make application for such vacancy, except that vacancies occurring between July 11 and the first day of the school year shall not be subject to this five-day posting period.
- B. Any teacher may apply for such vacancy at the Central Administration Office or via the District's website. In filling such vacancy, the Superintendent agrees to give consideration to the professional background and attainments of all applicants and the length of service to the Bowling Green City Schools.

Section 4.4 - Transfers

- A. Definition section:
 1. A transfer shall be defined as a change in assignment by an employee from one basic teaching assignment to another.
 2. A voluntary transfer shall be defined as an employee initiated reassignment.
 3. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.
 4. Assignment shall be defined for elementary teachers: the building, grade level, and specialization area to which a teacher has been assigned.

B. Voluntary Transfers and Assignments:

1. No later than March 1, the Superintendent should furnish a list of known vacancies for the next school year to building principals and the Association president or secretary.
2. Teachers who desire a transfer should file a written request not later than March 15 each year and such request will be valid through the first semester of the next school year.
3. A standardized procedure for interviewing and notifying applicants for transfer shall be established by the Superintendent.
4. Applicants for transfer within the system shall be granted an interview with the principal(s) of the building(s) to which the applicant has requested to be transferred and other District employees deemed appropriate by the Superintendent. Such interview shall be held between March 15 and the last day of the school year. Such consideration shall be given to applicants before new teachers are hired.
5. Requests may be made for position, grade level(s), and/or building.
6. The Superintendent retains the right to assign staff based on the needs of the district. The Superintendent will consider the certification/licensure, qualifications, and evaluations, and seniority of applicants in approving transfer requests, as well as the overall needs of the district. With all other qualifications being equal, the most senior applicant shall receive the requested assignment unless provided a written statement of explanation for the denial of the request from the Superintendent.
7. A teacher who makes a voluntary transfer may not again seek a voluntary transfer for a period of three (3) years, unless extenuating circumstances approved by the Superintendent are present.

C. Involuntary Transfers - Reassignment

1. Any member of the bargaining unit who is being involuntarily reassigned shall be notified of such reassignment on or before the last duty day for teachers of the preceding school year. Within fifteen (15) days of such notice, any teacher involuntarily reassigned shall be granted a conference with the Superintendent and building administrator who shall state the reasons for such reassignment in writing. At such conference, the teacher may be represented by one association representative of his/her choice. The conference shall take place within fifteen (15) days of the written request for such conference.
2. The written statement of reasons for such transfer as set forth in paragraph 1 above shall be signed by the teacher to acknowledge receipt of said reasons but shall not be interpreted as agreement with reasons. Refusal of any teacher to acknowledge

receipt of such reasons shall be noted in writing and shall not preclude the consummation of such reassignment.

3. The Superintendent shall have the authority granted by law to involuntarily reassign any teacher if the reassignment of such teacher is in the best interest of Bowling Green City School District, provided that written notice is given with reasons and the opportunity for a conference as set forth in paragraph 1 above. This procedure will also be used if the transfer occurs during the school year to replace personnel who, regardless of reason, become unavailable to complete that assignment. Any teacher involuntarily reassigned after July 10 shall, upon written application to the Board, be released from the terms and conditions of such teacher's employment contract without penalty to the teacher's credentials.
4. No teacher shall be reassigned to any position for which he/she is not certified/licensed or cannot become certified/licensed without additional training.
5. The employee's overall system-wide seniority as provided by this Master Agreement shall remain with him/her regardless of the assignment.
6. When a school is closed permanently or an involuntary transfer has resulted because of change in enrollment or territorial changes affecting the district, teachers in that school who are not placed in a vacancy which they have requested, shall be placed after the Superintendent has considered the employee's certification/licensure, qualifications, and evaluations, as well as other factors which would affect the appropriateness of the placement in assigning teachers affected.
7. An involuntary transfer can only be imposed once every three years.
8. Bargaining unit members who are involuntarily transferred under the provisions of this Section will be provided an appropriation equal to Two Thousand Dollars (\$2,000.00) during the first year of the reassignment to purchase supplemental and support materials related to their new position, which purchases must be approved by the Executive Director of Teaching and Learning and/or the Executive Director of Pupil Services. This appropriation will apply to only the portion of the schedule that represents a change in subject assignment or grade level or both. Supplemental and support materials must be purchased by February 1 of the academic year in which the transfer occurred.
9. The provisions set forth above do not apply when an entire building is moved to another building.

D. Closing a Building

1. Employees covered by this Agreement shall be paid \$30.00 per hour for a maximum of five (5) hours beyond the normal contracted time for packing supplies and materials that need to be moved. Timesheets must be approved by the building administrator from the site which items are moved.
2. The Board will provide boxes and materials needed for the packing of the items to be moved.
3. The Board will be responsible for the actual moving of items to the assigned location in the new building.
4. Items that are personal belongings of the teacher being used in his or her classroom shall be moved by the teacher.
5. Items that are personal curricular belongings of the teacher being used in his or her classroom shall be moved by the Board.

Section 4.5 - Fair Dismissal Policy

- A. Any teacher employed under a limited contract whom the Superintendent intends not to recommend for re-employment shall be so notified by the Superintendent in writing on or before April 30.
- B. The teacher may request a conference with the Superintendent/designee provided such request is in writing and received within two (2) teacher working days of receipt of the notice as provided in Subsection A above. If the request is timely, the teacher shall be granted an opportunity for a conference with the Superintendent/designee regarding the reasons for the recommendation not to re-employ. The teacher shall have the right to be represented by a person of his/her choice. Board action on an individual teaching contract shall not occur prior to the regularly scheduled May Board meeting.
- C. A teacher having completed, on or before the next July 1st, four (4) or more years of continuous, current service in the Bowling Green City School District shall be granted, upon request, a review by the Board prior to the time action is taken upon the Superintendent's recommendation of non-reemployment. Such review shall be in executive session at which time the teacher shall be granted an opportunity to show cause why the contract should be renewed. Nothing herein shall be construed as an assumption by the Board of the burden of establishing the grounds for the non-renewal of the contract.
- D. In the review, said teacher may be represented by a representative designated by the Association. This representative may be accompanied by a UniServ representative and/or Association attorney.

E. Request for review as specified in paragraph D above shall be made in writing to the Superintendent of Schools.

TIMELINE:

PARAGRAPH	ACTION	DEADLINE
B	Superintendent's Notification	April 30
C	Teacher Request for Conference	2 teacher work days of Superintendent's notice in B
C	Conference with Superintendent/ Designee	5 teacher work days of request for conference in C
F	Request for review with Board	2 teacher work days of Conference with Superintendent/ Designee

G. Failure to follow the procedure as set forth herein shall not void an otherwise proper procedure for the non-renewal of teacher contracts as prescribed by law.

H. It is agreed that this Fair Dismissal Policy supersedes the provisions of Section 3319.11 of the Ohio Revised Code.

Section 4.6 - Reduction in Force

A. When necessary, the Board shall, upon recommendation of the Superintendent suspend the contracts of teachers, but such suspensions shall be limited to the following reasons:

1. Decline in student enrollment.
2. Return to duty of regular teachers after leaves of absence.
3. Suspension of schools.
4. Territorial changes affecting the district.
5. Financial Reasons.

If the Board plans to implement a RIF due to Financial Reasons, Association President and up to four (4) additional Association Members can meet with two (2) members of the Board, the Treasurer, and the Superintendent to discuss the proposed reduction and make suggestions to the Board for proposed reduction. The final decision shall be made by the Board.

B. If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made in each teaching field affected as follows:

1. Suspension of contracts shall occur among teachers on limited contract first based on the lowest evaluation rating within the teaching field affected.
2. If the suspension of contracts is necessary for any continuing contract teacher, this shall be based on the lowest evaluation rating within the teaching field affected.

3. Seniority will not be the basis for a decision except where teachers' evaluations are comparable.
 4. If a teacher has been required to obtain a temporary certificate/license to meet the requirements of the current teaching assignment and also holds provisional, resident educator or higher certification in other teaching fields, the teacher shall be placed with the appropriate contract status group according to seniority.
- C. Seniority shall be defined as continuous employment of a teacher beginning with the date the Board takes action to hire the teacher. In the event two or more teachers are hired in the same meeting and a reduction in force is contemplated that would result in the suspension of teaching contracts of some of those teachers, a lottery will be conducted to determine the seniority of the teachers hired on that date, the process for which shall be jointly determined by the District Administration and the Association.

Continuous employment shall include all time on sick leave, all time on Board approved paid or unpaid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the teacher is reinstated.

- D. Seniority shall be lost when a teacher resigns, retires, is non-renewed or terminated. Teachers whose contracts have been suspended shall have rights to recall as follows:
1. First recall shall be of teachers on continuing contract in reverse order of layoff within the teacher's preferred area of certification first, then by other areas of certification.
 2. If vacancies cannot be filled by teachers on continuing contract, then limited contract teachers in reverse order of layoff within the teacher's preferred area of certification/licensure first, then by other areas of certification/licensure.
 3. Seniority will not be the basis for a decision except where teacher's evaluations are comparable.
 4. Teacher eligibility for recall shall be maintained for three (3) years from the effective date of suspension. Thereafter, an employee on layoff shall lose his/her right to recall.
 5. If a vacancy occurs and a teacher otherwise eligible for recall cannot accept the assignment because he/she cannot be released from a contract of employment, such teacher shall not lose his/her recall rights as provided herein, but such teacher may not assert a claim to such position when the obligations of the employment contract are removed.
 6. If a vacancy occurs for which a teacher holds a valid teaching certificate/license and such teacher refused to accept such assignments for reasons other than that set forth in subsection D-5 above, then such teacher is deemed to have waived all rights of recall.

- E. When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the Association ninety (90) days prior to the date on which the contract suspensions become effective and to all teachers so affected sixty (60) days prior to the date on which the contract suspensions become effective.

The Association, the Superintendent and/or his/her designee shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

- F. A seniority list shall be prepared and maintained ranking all continuing contracts in the district by seniority, giving areas of certification and present teaching assignments; then all limited contracts in the district by seniority, giving areas of certification, and present teaching and building assignment. The Association President shall receive ten copies of this list. This list shall be posted by November 1 of each year. If an item on the list is not protested in writing to the Superintendent by December 15, it shall be final until the next list is posted.

Section 4.7 - Bowling Green Teacher Evaluation

The language provided below applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). The evaluation of other personnel shall continue to follow the current procedure that shall remain in the bargaining agreement.

4.7.1 Definitions

- A **Evaluation Factors:** 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 (50) percent and teacher performance at fifty (50) percent.
- B **Student Growth Measure (SGM):** Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

Student Growth Measures will be used as part of the evaluation process in the following manner:

<i>Teacher Categories (Year(s))</i>	<i>Value Added</i>	<i>Vendor Assessment</i>	<i>SLOs</i>	<i>Shared Attribution</i>	<i>Total – Must be 50%</i>
A1	50%	0%	0%	0%	50%
A2	10%-50%	0%	0%-40%	0%	50%
B	0%	10%- 50%	0%-40%	0%	50%
C	0%	0%	50%	0%	50%

The category that will be applicable to each teacher will be determined by administration using the following guidelines:

A1 - Teacher instructs value added subjects exclusively.

A2 - Teacher instructs value added subjects, but not exclusively; percentages are proportionate to the teacher's schedule.

B - Approved vendor assessment and teacher level data is available; percentages are proportionate to the teacher's schedule.

C - No teacher value added or teacher-level vendor assessment is available.

- C. **Teacher Performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
- D. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

- E. Evaluation Cycle: 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 (unless such data is available sooner) are combined with the performance ratings for the current school year to assign an evaluation rating.
- F. Evaluation Instrument: The process and forms are located in Appendix A in this agreement.
- G. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- H. Teacher(s) of Record:
 - 1. Is/Are responsible for assigning the grade/mark to the student, and
 - 2. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s)of record(s)".
- I. Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level.

4.7.2 Purpose

A. The purposes of teacher evaluation are:

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

4.7.3 Application

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

- 1 Teachers working under a license or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

4.7.4 Evaluators

- A. An evaluator must be a credentialed contracted employee of the district which would include the building administrators and the central administrative staff.
- B. It will be a mutual goal that the teacher's immediate supervisor be the primary evaluator. If the teacher reaches the accomplished rating, they may select their own evaluator from a list of district approved evaluators.

4.7.5 Evaluation Committee

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

B. Committee Composition

- 1. The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- 2. Association committee members may serve staggered terms of not more than three (3) years and shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.
- 3. 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. Compensation

- 1. Any committee work performed outside of the contractual work day will be paid at the Master Agreement prescribed rate.

D. Secretarial Support

- 1. The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

E. Committee Authority

- 1 The committee is responsible for jointly developing, reviewing and recommending the procedure and process, including the evaluation instrument, for teacher evaluation.
- 2 If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said, recommendation shall be *referred to* the Board and the Association for ratification.

4.7.6 Notification

- A Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator with the understanding that if changes need to be made, the affected employee will be notified in a timely manner.

4.7.7 Training

A Evaluators

1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

4.7.8 Schedule for Evaluation

- A The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- B If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to ORC 3319.11 (B), (C)(3), (D), or (E) :

4.7.9 Criteria for Performance Assessment

- A A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix A in this agreement.

- B No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
- C All monitoring or observation of the work performance of a teacher shall be conducted openly.

4.7.10 Observations

A Schedule of Observations

- 1 A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There should be a minimum of at least fifteen work days between formal observations with the understanding that if an employee needs three (3) evaluations the third evaluation will be exempt from this provision.
- 2 If the evaluator is unable to make a scheduled formal observation, the evaluator must schedule a conference with the teacher whose class was missed within five (5) school days to determine how the formal observation will be re-scheduled. The re-scheduled date will take place with an effort made to minimize the observation paperwork that will be required to complete the observation.

B Observation Conference

- 1 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
- 2 A post-observation conference shall be held after each formal observation, unless the teacher waives that right via electronic mail.
- 3 A teacher may request a formal observation at any time in addition to those required by this procedure.

4.7.11 Walkthroughs

- A. A walkthrough is an informal observation that focuses on one or more of the following components:
 - 1 Evidence of planning;
 - 2 Lesson delivery;
 - 3 Differentiation;
 - 4 Resources;
 - 5 Classroom environment;
 - 6 Student engagement; and,
 - 7 Assessment.

- B. The walkthrough shall be at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration.
- C. The teacher shall be provided a copy of the walkthrough form.
- D. No fewer than two (2) walkthroughs shall be included in each evaluation cycle.

4.7.12 Finalization of Evaluation

A Written Report

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

B Completion of Evaluation Cycle

- 1 The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year (*unless data is available sooner*) 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. The teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.
- 2 The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

C Response to Evaluation

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

4.7.13 Professional Development

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

- 1 Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators from a list of district approved evaluators for the evaluation cycle as set forth in this agreement.

- 2 Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - 3 Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle.
- B Professional growth and improvement plans for a school year shall be developed not later than September 15 and shall describe the specific performance expectations, resources and assistance to be provided.
- C The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement as deemed appropriate by the administration.

4.7.14 Improvement Plans

- A An improvement plan is a program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.

For the purposes of this agreement, improvement plans shall be based on the overall student growth measure levels as *applicable to the evaluation tool*, and not for *other* individual subjects or classes taught.

- B The professional improvement plan shall include:
- 1 Specific performance standards and,
 - 2 Timelines for its completion.
 3. The District will assign a mentor coach from a list of Association members who volunteer to serve as a mentor coach and agree to assist the teacher in the professional improvement plan.

4.7.15 Due Process

- A A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- B. Section 4.5 of the Master Agreement shall be followed if fair dismissal is necessary.

4.7.16 Personnel Action Requirements

- A. Teacher performance on the Teacher Performance on Standards portion of the evaluation shall be used in decisions regarding retention, promotion, removal of any teacher for two years until June 30, 2015. After June 30, 2015, the whole evaluation shall be used in such decisions.

- B. All teachers rated accomplished, skilled and developing will be considered "comparable" in their evaluations through June 30, 2015 for purposes of Reduction in Force. This will allow time to fully implement the new evaluation system and to collect appropriate student growth data. After June 30, 2015, only those evaluations within the same rating category will be considered comparable to each other.
- C. In the event that a teacher is involuntary transferred the teacher performance on the Teacher Performance on Standards portion of the evaluation shall be used in decisions regarding retention, promotion, removal of the teacher.
- D. If the standards based evaluation procedure enacted by HB 153 is repealed, the evaluation system procedures set forth in the 2012-2013 Master Agreement shall apply to the extent permitted by the law.

Evaluation Procedure in 2012-2013 Master Agreement

The guidelines in Appendix B are for the evaluation of certificated/licensed staff to whom the foregoing provisions of Section 4.7 and Appendix A do not apply.

Section 4.8 - Professionalism

- A. A specific effort will be made by the Association to insure that the membership living in the district is registered to vote and encouraged to vote. Members shall be encouraged to support a levy proposed by the Board of Education and endorsed by the Association, and discouraged from working to defeat the levy.
- B. Wherein the Association has knowledge of their own people presenting less than a good professional image to the school community, the Association should be willing to apply counseling and peer pressure to bring about professional self-improvement. Specifically, the Association will exert its influence in the following areas:
 1. Encourage staff members to observe high standards of dress, manner and conduct.
 2. Stress the importance of requesting leave of absence only for legitimate reasons and with proper advanced notice.
 3. Stress the importance of teachers completing the school year as a professional obligation to children.
 4. Stress the importance of teachers contributing positively to the systems' public relations program and refraining from activities which would reflect negatively upon the school's staff or program.
- C. The Association will accept input from Administration on allegations.
- D. In the event the Board makes a report of an act that is unbecoming to the teaching profession or a disqualifying criminal offense or other criminal offense applicable to

teachers to the Superintendent of Public Instruction, the Superintendent shall notify the affected member within five (5) working days of the report that such a report has been made.

Section 4.9 - Personnel File

- A. Each teacher shall have the opportunity, upon request, and after arranging a suitable appointment during regular business hours of the central office or at such other times as may be mutually agreed upon, to review the contents of his/her personnel file in the presence of an administrator. Upon the request of the staff member, an Association representative may accompany the member. The teacher shall be permitted to attach to any item a written rebuttal or such other comments as he/she may deem advisable.
- B. The teacher shall be notified in writing of the intent of placement in the personnel file of any document not listed below. The teacher will have five working days to request a conference prior to official placement. For the purpose of this section, posting by certified mail or personal delivery from the Superintendent and/designee shall constitute notice to said teacher. Such notice shall not be required when such document is presented by the employee for filing, or for any of the following documents:
 - 1. Employment and supplemental contracts
 - 2. Salary notices
 - 3. Ohio teaching certificates/licenses
 - 4. Letters of commendation
 - 5. College transcripts
 - 6. Military records
 - 7. Medical records
 - 8. Evaluation documents (Documents in the file will be the final summative document).
- C. Failure to give notice as required by Subsection B above shall not be asserted by any employee after one hundred (100) work days from the date of such filing.
- D. The Board will notify a teacher if another bargaining unit member requests to review his/her personnel file.

Section 4.10 - Teacher Facilities

Physical Facilities Goals:

- A. The Board and Association recognize the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the advice of teachers will be sought before teaching facilities are constructed or remodeled.
- B. Each school should have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriately furnished area to be used as a faculty lounge.
 4. Well-lighted, ventilated, clean teachers' restrooms, adequate for the number of teachers.
 5. A comfortably heated building throughout each school day.
 6. All teachers will have either a locking file drawer or cabinet available in their room.
 7. Certificated/licensed teachers will be provided with classroom keys/working locks in order to comply with Administration procedures on school safety.
- C. Parking facilities should be ample and adequate for the staff assigned to each building.

Section 4.11 - Teacher Load

- A. Both parties agree to a uniform length of the service day at seven (7) hours and forty (40) minutes. Standard hours are: Secondary (HS and MS) - 7:40 a.m.-3:20 p.m. and Elementary - 8:15 a.m.-3:55 p.m. Immediate supervisors can authorize flexible scheduling at the request of the individual teacher.

In cases where school opening time is delayed because of adverse weather conditions, teachers/staff members shall report no later the number of hours of the delay and may depart at the normal departure time.

Principals, with input from central administration, will develop time schedules and furnish a copy to the Superintendent of Schools. This will take into account planning time and reasonable travel time between buildings as set forth in Subsection G-1,c.

Bargaining unit members' assignment and workload shall be determined by the Administration within the parameters stated in this Article. Bargaining unit members may provide input to the building principal regarding assignment of class schedules not later than May 1. Notification of tentative teaching assignments will be given to each teacher by July 15 of each year.

The building principal shall be responsible for enforcement of the teacher time on the job. The principal shall have authority to make an individual exception for cause when the request is submitted in writing for prior approval.

- B. Every effort will be made to hire a substitute for special area teachers in the event of the absence of such teachers who work with an entire class at one time in the areas of art,

vocal music, special education, and physical education. Said teachers shall provide adequate lesson plans in the event of their absence so that substitutes may continue classes as planned.

- C. The Board or its agent shall provide a uniform handbook/policy book for procedure to be followed for substitutes and presented to them upon hiring. A copy shall be provided to each Association building representative.
- D. Certificated/Licensed staff may be assigned to one evening activity per semester without any additional cost to the Board.
- E. Additionally assigned participation in scheduled activities for which attendance is mandatory beyond the uniform length of service day (as defined in Section 4.11-A) shall be compensated at thirty dollars (\$30.00) per hour.
- F. All regular teachers will have a duty-free lunch period each workday of thirty (30) minutes. The Board agrees to hire monitors, wherever practicable, to provide assistance to elementary teachers during lunch recess, allowing fifteen (15) minutes of additional planning time. In the event monitors are not available, the fifteen (15) minute additional planning time will be waived.
- G. On the first teacher work day of school in the assigned building, the principal shall distribute to each teacher a yearly schedule of building staff meetings. Staff meetings will normally not last more than forty-five (45) minutes after the start of the meeting. No more than two staff meetings per month will be scheduled. Staff meetings will begin no earlier than 7:40 am in the secondary and middle school and no earlier than 8:15 am in the elementary schools. Staff meetings will end by 3:20 pm in the secondary and middle school and by 3:55 pm in the elementary schools. In case of an emergency, the principal or administration may call an unscheduled staff meeting that exceeds these parameters.
- H. Class Size and Load: The following parameters shall be met unless the Board of Education must enact a Reduction in Force.

1. Elementary Class Size (K-5)

Grade Level	Students per Class	Classroom Aide
Half-Day Kindergarten	20	21
Full-Day Kindergarten	24	25
Grades 1,2,3	24	25
Grades 4,5	27	28

2. High School and Middle School class Size (6-12)

- a. The average number of students shall not exceed 30 per period as determined by the number of students enrolled divided by the total number of periods, with the exception of 2.b.
- b. Laboratory classes shall be limited to 24 students per class period; Physical Education shall be limited to 40 students per class period.
- c. Band, art, choir, study hall, librarian, guidance counselors, and cafeteria supervision shall be exempt from being figured into class size.

3. Teacher Load Parameters

- a. Each regular teacher shall have eight (8) hours within each contract week to prepare lessons, hold conferences, and other duties not strictly considered teaching, unless the district enacts a Reduction in Force due to financial reasons within this bargaining unit.
- b. Secondary (9-12) certificated/licensed staff shall not be assigned more than three (3) subjects nor more than a total of three (3) teaching preparations at any one time. The parties have a mutual goal to set the secondary teaching load structure as five (5) instructional periods, one (1) duty period, and one (1) preparatory period. If this goal cannot be met, the affected certificated/licensed staff will have the right to an individual conference with the principal to discuss options or suggestions to meet the goal. The employee is entitled to an Association representative at the conference, upon the employee's request. The building principal retains the authority to make the final decision.
- c. In any semester in which a high school teacher is assigned two or more different Advanced Placement or approved Dual Enrollment courses, that bargaining unit member will receive two (2) planning/conference periods per day.
- d. No new curriculum shall be implemented until such time as adequate support material is available to each staff member affected.
- I. Teachers may voluntarily participate in out-of class activities for which no additional compensation is paid. This includes preparation for and supervision of out-of-class activities and events. Teachers are highly encouraged to attend the commencement of BGHS. Teachers will be provided a special seating arrangement for the event.
- J. Teachers assigned special reimbursable duties will be compensated with released time and/or included on the supplementary salary schedule.
- K. Reasonable efforts shall be taken to avoid scheduling of unnecessary committee meetings during the summer break. The Board agrees to pay thirty dollars (\$30.00) per hour for summer work as is authorized in advance by the Superintendent or his/her designee.
- L. Teachers who work less than full time will be compensated at the rate provided in paragraph E above when required to attend in-service outside their normal duty hours, unless their normal duty hours are shortened on such days.

- M. Part-time kindergarten teachers required to conduct preschool observations or attend pre-kindergarten assessments outside their normal working hours shall be paid according to their per diem rate.
- N. Mutual consent shall be required for participation in district wide pilot programs. District wide pilot programs shall be for a duration of one academic year unless an extension is mutually agreed upon. At the conclusion of the pilot program, it may be adopted district-wide by the parties' mutual consent.
- O. The Board will provide up to five (5) days of extended service time for the elementary library media specialists on an as needed basis as determined by the Superintendent/designee and the appropriate library media specialist.

Section 4.12 - Covering Classes for Absent Teachers

It is understood that the District will make concerted efforts to obtain substitute teachers. If a substitute cannot be found, teachers shall be reimbursed for time spent covering a class for a colleague. To be eligible for reimbursement, a teacher must be assigned to cover the class during the teacher's regularly scheduled non-teaching time, or if the teacher is required by administration to combine their class with another class where a substitute is needed.

Teachers will be assigned to cover a colleague's class in accordance with the following:

- A. Absence due to personal or family illness. (Appropriate form must be completed.)
- B. Absence because of emergency personal business. (Appropriate form must be completed.)
- C. Absence where no substitute is available.
- D. Other circumstances at the principal's discretion.

All requests for reimbursement under this provision must be approved by the building principal or designee.

At the High School or Middle School, a teacher shall be paid at the rate of \$30.00 for each period spent covering a teacher's class.

At the elementary level, a teacher shall be reimbursed at the rate of \$30.00 for every fifty minutes spent covering another teacher's class. Reimbursement for less than fifty minutes will be prorated. A maximum of \$30.00 will be reimbursed for a single special, i.e., Art.

Section 4.13 - Communication Committee

The Communication Committee is composed of Association president, vice-president, and representatives from all buildings and special areas and the Superintendent of Schools (and such other necessary administrative personnel). The purpose of this group is to maintain open lines of communication between staff and Superintendent of schools, but

shall not be used to circumvent the negotiations process set forth in this Master Agreement. Any questions or issues that could be addressed by administrators other than the Superintendent must be presented to the appropriate administrator(s) prior to being submitted to the Superintendent in a Communication Committee meeting. Meetings shall be held monthly during the course of the school year unless mutually suspended by the Association president and the Superintendent. Questions or issues to be discussed during Communication Committee meetings shall be submitted to the Superintendent at least five (5) workdays prior to the meeting.

Section 4.14 - School Calendar

The Board shall establish the school calendar based upon the recommendation of the Superintendent. The Superintendent shall consider Association recommendations.

A. There shall be no more than one hundred eighty-four (184) paid contractual days in the basic teacher contract year.

1. For Elementary schools the calendar shall consist of 178 student days and two (2) days for parent-teacher conferences. For Secondary schools the calendar shall consist of 179 student days with one (1) day for professional development training.
2. There will be an additional four (4) work days for certificated staff that shall be as follows:
 - a. One (1) professional development day on the opening day of school for all certificated/licensed staff.
 - b. One (1) day – the day following the opening day of school for work in buildings and building meeting.
 - c. One (1) day - at the end of the first semester. This day will float as scheduled after the last exam day at the high school. When an exam day is cancelled due to a calamity, the work day will be scheduled either the day after the exam days are rescheduled or the day after exams were cancelled by the Superintendent.
 - d. One (1) day - at the completion of the school year.
 - e. In the 2014-2015 school year, additional late arrival in-service training shall be conducted for two (2) hours each session on up to four (4) instructional days each school year. These in-service trainings should relate to staff development regarding issues that deal with teacher professional development. A letter of concurrence attached to this agreement is regarding the continuation of these Professional Development opportunities.
3. The certificated/licensed staff opening day will take place no earlier than the second Monday of August. The last day of school before the Winter break will be no later than December 21 and the first day of school after the break will be no earlier than January 3.

The Spring break shall be five (5) days in length.

The Friday preceding Easter, school will not be scheduled.

Fall Parent Teacher Conference dates for the Bowling Green City Schools will be the evening before the general election date in November and the morning of the election day in November.

4. Given the above parameters, a calendar committee will be established to develop a school calendar, and recommend it for approval to both parties. The committee will consist of three (3) members of appointed by the Association and three (3) members appointed by the Superintendent. The committee shall develop its proposal(s) no later than January 15 of each year.
 5. Conference times will be uniform for the entire district. For evening Conferences, the times will be set from 4:00 p.m. to 7:30 p.m. and for the morning conferences the times will be set for 8:15 a.m. to 12 Noon.
- B. Once a calendar has been adopted, it shall be changed only upon notice to the Association and the opportunity for the Association to give its views and opinions concerning such amendments.
- C. If the District chooses to employ the provisions of ORC 3313.482 regarding adding additional hours to the school day, any additional hours added to the school day to make up for school closure after the allotted number of calamity days set forth in the ORC (3313.48 and 3317.01) which result in the increase of hours beyond the contract day of seven (7) hours and forty (40) minutes will be mutually agreed upon by representatives of the Bowling Green Education Association, Inc. and the Bowling Green Board of Education in a meeting held prior to the addition of the hours to the calendar.

Section 4.15 - Calamity Days

Teachers need not report on calamity days.

In the event that more than five (5) calamity days have been taken before February 1 of a given year, the right to use the President's Day holiday is reserved to be an approved make-up day upon consultation with a representative of the Association. In the event that more than five (5) calamity days have been taken before March 1 of a given year, the right to use the Friday before Easter, and the Memorial Day holiday are reserved to be approved make-up days upon consultation with a representative of the Association.

Section 4.16 - In-service Programs

- A. Building staff members and their immediate administrator(s) will collaborate to plan highly qualified professional development activities that are aligned with the district and building goals on an as-needed basis. Teacher assistants will be used when these activities are planned during the school day. If an activity is planned outside the school day, participation will be voluntary. Participants will be reimbursed at thirty (\$30.00)

dollars per hour.

- B. In addition to any other provision of this contract, all teachers shall participate in in-service training, research and evaluation as required by the State Department of Education. All teachers shall attain and maintain a Highly-Qualified Professional Development (HQPD) status as defined by the No Child Left Behind Act.
- C. An employee may submit a request for Professional Leave not less than fourteen (14) working days prior to the convention, conference, or coaches' clinic that is requested to attend. Signed requests shall be returned to the employee within five (5) working days or approval is automatically granted. When it is evident that attendance at conventions, conferences, or coaches' clinics will contribute to the effectiveness of the instructional program, approval and compensation may be granted through the building Principal and Superintendent with reasonable limitations as to time and number of individuals involved. Compensation, either full or partial, may be granted at the discretion of the Superintendent as agreed prior to the time of leave. Final approval of Professional Leave requests shall be at the discretion of the Superintendent.

Section 4.17 - Student Teacher Objectives

Prior to March 1st of each year, the Association may, at its option, submit to the Superintendent written comments and suggestions on the terms and conditions of any contract to be entered into between the Board of Education and the Bowling Green State University for the following school year concerning student teacher observations. The Board shall give full consideration to the comments and suggestions of the Association.

A representative of the Association shall be included in the procedural discussion concerning the terms and conditions of the contract to be established between the Bowling Green City Board of Education and Bowling Green State University.

Section 4.18 - Educational Support Services

- A. If a teacher is asked to provide special health needs for a pupil or pupils and accepts that responsibility, the board agrees to provide training to carry out that responsibility.
- B. The parties recognize and agree that steps to provide a student with disabilities a free appropriate public education will be taken in accordance with the requirements of federal and state law.
- C. Any teacher currently teaching a student on an I.E.P. may initiate the review process.
- D. Any teacher currently teaching a student on an I.E.P. shall be afforded the opportunity to attend I.E.P. team meetings.
- E. The District will provide the requisite training/in-service to all teachers with included students to help meet the needs of such students. Such teachers will be required to attend training/in-service in order to meet the educational needs of the included student(s) and will be paid in accordance with this Agreement. For teachers in need of

the requisite training such training will be provided within sixty (60) calendar days of the placement of the student with the I.E.P. The District shall supply appropriate and required resources, as outlined in the student's I.E.P., necessary to meet the needs of included students.

Section 4.19 - Local Professional Development Committee (LPDC)

The Bowling Green LPDC will consist of nine members: five teachers and four administrators. Secretarial support for the LPDC will be paid for and provided by the District including, but not limited to:

- managing certificated/licensed professional development staff files
- managing paper, duplication
- managing database and word processing
- recording meeting minutes
- filing professional development plans
- responding to general inquiries
- providing general office supplies/forms.

The Association LPDC committee members, excepting the chair, will be reimbursed at a rate of sixteen dollars an hour, up to a maximum of ninety hours per school year. The chair will be reimbursed a supplemental as per Appendix G of this Master Agreement.

Certificated/Licensed staff members will be responsible for keeping their personal records up-to-date as they pertain to certification/license renewal.

At such time as licensure replaces certification, references to certification in this Agreement will include license when appropriate.

Section 4.20 Resident Educator Program

A. Philosophy

The Bowling Green City Schools believe that it is the district's responsibility to provide a system of support for teachers new to the school district. The program that has been developed for this purpose is aligned with Ohio's Teacher Education and Licensure Standards as well as the state mandated Ohio Resident Educator Program.

B. Purpose of the Program

The purpose of the Resident Educator Program is to assist the eligible Resident Educators, as defined by the Ohio Department of Education, to have a deeper understanding of teaching and learning as a reciprocal, collaborative, and ongoing journey. There is a transformation in the Resident Educators as they now embrace and accept the challenges and responsibilities of teacher leadership within and beyond the Resident Educator Program.

C. Who Will Be Mentored?

All teachers who are defined as Resident Educators according to the Ohio Department of Education will be assigned a mentor.

D. Selection of Mentors

A mentor must be a teacher who has a continuing contract with the district.

A mentor must have had strong positive evaluations of his/her own classroom performance.

A mentor must have or be willing to attend any training sessions deemed necessary by the Ohio Department of Education to be a certified mentor.

All mentors must have the final approval of their building principal prior to becoming a mentor.

Mentors will be selected by the Executive Director of Teaching and Learning and/or building principals with the consultation of the Association President.

E. With How Many People will A Mentor Work?

It is our belief that one mentor would work with one Resident Educator. Only in the case of extreme need will mentors be even considered for working with two mentees. In these situations, mentors will be sought from other buildings if necessary before assigning any mentor two mentees.

F. The Mentoring Program

The Resident Educator Program for Bowling Green City Schools will consist of at least five meetings between August and the end of the school year. All meetings except the first one will be held after school and address topics as they relate to successful completion of the Resident Educator Program.

Mentees will be paid \$15 per hour for their attendance at these Resident Educator formal meetings. Mentors will receive a supplemental contract which reflects the level of support required by each year of the Resident Educator Program as follows:

- Year 1 - .0400 of B.A. step 0
- Year 2 - .0400 of B.A. step 0
- Year 3 - .0300 of B.A. step 0
- Year 4 - .0200 of B.A. step 0

G. Evaluation Of The Program

The Executive Director of Teaching and Learning will be responsible for monitoring the Resident Educator Program. The program will be evaluated informally and formally throughout the year.

H. Expectations for Classroom Observations

It will be expected that the mentors will observe the Resident Educator at least three times over the course of the year. The purpose of these observations is to provide modeling of various techniques/strategies and critique the Resident Educator. All notes and observations are confidential between the mentor and the Resident Educator.

No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

I. Reassigning of Mentors

If either the mentor or Resident Educator becomes concerned that the mentoring relationship is not functioning satisfactorily, either person may ask the building principal to intervene during the first six weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss such concerns, and shall attempt to resolve such concerns. If those efforts are unsuccessful by the conclusion of the first nine weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a pro-rated share of the applicable supplemental salary.

Section 4.21 - Complaints Against Certificated/Licensed Staff Members

Complaints against certificated/licensed staff members shall be handled using the following procedure:

- A. When complaints against a teacher are received by an administrator or Board representative, the complaint will be referred to the building administrator of the teacher within fifteen (15) regular school days. The building administrator will make the determination if further action is required. If additional action is required, the building administrator shall attempt informal resolution through discussions with the teacher and the complainant.

Supplemental contract employees will be subject to this complaint procedure.

- B. If the complainant is dissatisfied with the attempted informal resolution, the building administrator shall determine whether the complaint should be processed further. If so, the complainant (if she/he desires) or, alternatively, the building administrator shall document the complaint, collect documentation provided by the complainant, (if any), and provide a copy to the teacher. After a copy is provided to the teacher, a meeting concerning the complaint will be scheduled within thirty (30) regular school days. Those in attendance at such meeting shall be the complainant, the teacher, an association representative (if desired by the teacher), the building administrator and any separate legal representative requested by the complainant, teacher, or Superintendent. Any others in attendance at the meeting shall be at the building administrator's or Superintendent's discretion.
- C. Complaints not resolved through a meeting of the parties discussed in paragraph B above will be referred to the Superintendent for resolution. The teacher, complainant and building administrator shall be given the opportunity to submit position statements and/or recommendations to the Superintendent. The Superintendent may participate in this complaint procedure at any level she/he deems appropriate.

- D. Any complaint resulting in disciplinary action against a teacher shall be subject to the contractual grievance procedure.

Section 4.22 – Progressive Discipline Procedures

A. Employee Discipline Procedure

1. The purpose of a Progressive Discipline plan is to facilitate the discipline practices of the District. To this end, the procedure outlined will secure at the lowest possible level, solutions to problems which may arise during the school year affecting an employee's classroom performance or compliance with District rules, regulations, policies or directives in an effective and confidential manner, to correct and document employee performance problems, and to administer employee discipline in an appropriate manner thereby contributing to employee morale by treating all certificated staff fairly.

2. An employee may be disciplined for just cause.

3. Discipline will be imposed in the following progression:

- a. Conference

Before imposing a suspension or termination of an employee, the Superintendent or his/her designee shall hold a conference with the employee to give an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied by a union representative. The conference will be scheduled as promptly as possible. The Superintendent or designee may impose reasonable rules for the conference and the conduct of the participants.

If the Superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may relieve the employee of duty with pay pending the conference to determine final disciplinary action.

- b. Penalties

1. The first instance of misconduct by an employee shall result in a private oral reprimand from his/her supervisor. Documentation of this oral reprimand will be placed in the employee's personnel file.

2. Further misconduct shall result in a written reprimand. (Within three(3) calendar years of oral reprimand). The written reprimand will be signed by both the employee and supervisor and placed in the employee's personnel file.

3. Further misconduct shall result in suspension without pay imposed by the Superintendent or designee. (Within three (3) calendar years of the written reprimand). The Superintendent or designee may impose a suspension for up to thirty (30) days without pay. Documentation of such suspensions shall be placed in the employee's personnel file.

4. Further misconduct thereafter shall result in termination, using the above mentioned process as documentation of due process. The recommendation for termination of an employee shall be considered and voted upon by the Board of Education.
- c. Discipline will normally be progressive, but may vary from the aforementioned procedures based upon the severity of the violation. Therefore, discipline may begin at any step of the disciplinary procedure which is appropriate to the severity of the infraction.
- d. Fringe benefits shall remain in effect during the time of any suspension with pay under this article.
- e. If a grievance is filed because of a disciplinary suspension with or without pay, the grievance may be initiated at Step Two, Section 7.4 (B).
- f. Employee signatures only indicate receipt of disciplinary notice, not that they agree or disagree.

SECTION 5 - FRINGE BENEFITS

Section 5.1 - Reimbursement for Academic Achievement

- A. Tuition reimbursement is not to exceed level of income derived from the Bowling Green State University Contract with Bowling Green City School District. Any unexpended appropriation for tuition reimbursement will be carried forward for not more than one year with the carryover to be used first.

The Board will reimburse any faculty member university credit taken during a contract year provided that the courses taken are pertinent to the individual's teaching assignment and a C or better/pass is earned in the course. Hours per teacher are to be capped at ten (10) semester or fifteen (15) quarter hours per contract year.

1. The percentage of reimbursement per semester hour will be calculated as follows: Total revenue received from the Bowling Green State University contract will be divided by the sum of the tuition expenses for approved hours for all district employees. The employee's expense will be multiplied by this ratio to determine the amount of reimbursement.

For the purpose of establishing a window for reimbursement, the year will begin on May 1 and close on April 30 of the next year.

All receipts and grade slips for course reimbursement during this window must be submitted to the Human Resource Administrator by July 1. For receipts and grade slips received after July 1, reimbursement will be made in the following year. Reimbursement will occur no later than July 31.

Course reimbursement shall be limited to an amount no greater than the actual instructional fee cost of course work taken.

2. The total hourly instructional fee charge shall be the basis for reimbursement for University or College attendance based upon the hourly charge per semester hour.
3. There will be application forms available at the central administration.
4. This benefit will not be given to a person for the summer following an academic year if that person is not returning the following school year. No reimbursement will be made for classes taken during an academic year if the employee is not returning as an employee of the District the following contract year. If the employee resigns, retires, or otherwise voluntarily separates from service the year after being reimbursed, the employee shall return the amount reimbursed to the District.
5. Teachers will become eligible for this benefit after receiving their second contract and after completing at least one full semester of service.
6. Those persons who are entitled to academic reimbursement and who subsequently take a leave of absence will be entitled to their reimbursement upon return to the school system after such leave.
7. Reimbursement will be made for only one course per semester to a maximum of four (4) semester hours. This limitation applies only during the fall, winter, or spring quarters. Reimbursement shall also include a maximum of four one-credit hour workshops.
8. Certificated/Licensed personnel working a fraction of full time will be reimbursed a fraction of full time. For example, a certificated person working fifty percent (50%) of full time will be reimbursed at fifty percent (50%) of each hour successfully taken up to the maximum hours allowed in paragraph A. above. A fraction of any hour will be rounded to the nearest whole hour.
9. Certificated/Licensed personnel not receiving prior approval from the Superintendent or his/her designee for course work will not receive reimbursement. If approval is denied, this denial must be communicated to the teacher within ten (10) working days of the date of receipt of the request.
10. Certificated/Licensed personnel, having submitted an itemized bill and university grade slip, will meet criteria for reimbursement of their instructional fee and will have their reimbursement payment processed by July 31 of the current fiscal year. An official transcript shall be subsequently delivered. Advancement on the salary schedule requires filing an official transcript.
11. Reimbursement for academic achievement will become void if no contract exists between Bowling Green State University and Bowling Green City Schools.

Section 5.2 - Hospitalization

- A. The Board will offer a PPO plan with the following monthly employee premium rates. Employee premium contribution shall be:

Family Rate: \$223.00

Single Rate: \$84.00

- B. The Board agrees to increase the lifetime cap for coverage to \$2,000,000.

- C. The maximum benefit period deductible (single/family) shall be \$200/\$300 in network and \$400/\$500 out of network.

Effective 1/1/15: it becomes \$250 single/\$500 family in network and \$750 single/\$1500 family out of network.

Effective 1/1/16: it becomes \$500 single/\$1000 family in network and \$1500 single/\$3000 family out of network.

- D. The maximum coinsurance out-of-pocket expense (single/family) under the PPO plan shall be \$400/per member in network and \$500/\$600 out of network.

Effective 7/1/14: it becomes \$400 single/\$500 family in network and \$500 single/\$600 family out of network.

Effective 1/1/15: it becomes \$500 single/\$1000 family in network and \$1500 single/\$3000 family out of network.

Effective 1/1/16: it becomes \$1000 single/\$2000 family in network and \$3000 single/\$6000 family out of network.

- E. The employee co-pay under the drug card program, and the mail order program, shall be:

Retail (30-Day Supply):

\$10 generic

\$20 formulary

\$30 dispense as written (non-formulary)

Mail Order (90-Day Supply):

\$20 generic

\$40 formulary

\$60 dispense as written (non-formulary)

- F. The in-network physician office visit co-pay shall be \$20.00.

- G. As an option within the Wood County Schools Health Insurance Consortium plan, employees shall be offered on a voluntary basis the opportunity to enroll in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The employee's share of the discounted premium associated with this plan will be 12% of the monthly

premium for single or family coverage. In addition, the Board of Education will contribute \$1,000 to the employee's HSA account in the first year of participation and \$750 in the second year of participation.

Deductibles for the HDHP HSA shall be:

Single \$1,250 in network / \$2,500 out of network
Family \$2,500 in network / \$5,000 out of network

Employees who enroll in the HDHP HSA shall be permitted to (re)enroll into the Super Med Plus PPO plan during any open enrollment period, and there shall be no exclusion of preexisting medical conditions.

- H. Employees shall also be permitted to participate in any minimum value plan offered by the Board of Education. The employee's share of the monthly premium for this coverage shall be 10% for single or family coverage.

Section 5.3 - Dental Insurance

For the duration of this agreement, bargaining unit members will pay \$10.00 per month for a family plan and \$8.00 per month for a single plan. This coverage shall be for all certificated/licensed employees who teach at least fifty percent (50%) or more of the school week.

Section 5.4 - Retiring and Resigning Employees

Retiring and resigning employees shall not have increases agreed upon by the Master Contract applied toward their July and August premiums for hospitalization or dental insurance in the year of resignation or retirement.

Section 5.5 - Life Insurance

The Board shall provide each bargaining unit member with \$50,000 of group life insurance at no cost to the employee.

Section 5.6 - Section 125

The benefits provided to employees by Section 125 of the Internal Revenue Code of 1986 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which may include but not limited to the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a

hold harmless and a record keeping agreement that will further hold the employer risk-free under the IRS provisions regulating non-reimbursed medical payment.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

Section 5.7 - Pay Periods

- A. The faculty of Bowling Green City Schools will be paid twenty-six (26) pays per calendar year.
- B. Pay stubs shall be available electronically on payday. Employees are required to have their paychecks direct deposited at their bank.
- C. Payroll deductions:
 - 1. All deductions from pay will be equalized over twenty-four (24) pay periods. The remaining two pay periods will have no member authorized deductions, i.e., just deductions for taxes will be taken out of these two pay periods.
 - 2. Pay periods will be alternating Fridays.

Section 5.8 - Tuition Waiver

The nonresident dependent children of certificated/licensed staff members shall be afforded tuition free enrollment in the Bowling Green City School District subject to space availability and the rules and regulations of open enrollment. Assignment of student(s) to a building and class shall be at the Superintendent's discretion.

Section 5.9 - Insurance Waiver

- 1. Beginning with the 2002-03 school year, any certificated/licensed staff member who waives the right to health insurance for a benefit year (September 1 through August 31) will receive a lump sum payment on the second pay period following the completion of that benefit year that shall be equal to, for those on single coverage, 34% of the Board's share of the single coverage PPO annual premium, and for those on family coverage, 34% of the Board's share of the family coverage PPO annual premium.

When both spouses are employed by the District and are enrolled in the District's health insurance plan, neither spouse is entitled to receive the insurance waiver payment set forth in this Section.

- 2. In the event of a change in the need for coverage due to a major life event causing the cessation of the teacher's alternate source of coverage during the waiver year (death of spouse, divorce, dissolution, loss of spouse's employment, etc.), the teacher may reinstate coverage effective the first day of the following month without having to meet

any pre-existing condition requirement provided the proper application card has been completed and submitted to the Treasurer. Such entry into the insurance program will preclude the bargaining unit member from receiving the healthcare insurance waiver payment in lieu of coverage as indicated during the waiver year.

3. Should a certificated/licensed staff member elect to participate in the program, the certificated staff member must submit a written notification of waiver and verification of alternative coverage to the Treasurer by September 30, of each year for the duration of this agreement.

Section 5.10 - Health Care Optimization

In the event of dual coverage, the Board shall, through their insurers, coordinate the healthcare benefits of a covered employee or dependent to achieve the optimal care with the least out of pocket cost to the employee through the application of the "birthday rule."

Section 5.11 - Criminal Background Checks.

The Board shall conduct criminal background checks required by state law for teachers, and the Board shall charge teachers an amount equal to the FBI and BCI charge for furnishing such reports, which charge is \$46.00 and shall remain at no more than that amount for the life of the agreement.

SECTION 6 - RETIREMENT/RESIGNATION

Section 6.1 - Retirement/Severance Pay

- A. Upon retirement of a member of the bargaining unit, the Board shall pay a sum equal to the employee's daily rate of pay excluding supplemental salary, times one-fourth (1/4) of the employee's accumulated but unused sick leave to a maximum of fifty-five (55) days beginning with the 2014-2015 school year. Those employees who retire under this section shall be required to serve no less than ten (10) years in the Bowling Green City School District to be eligible for such payment. Further, if a certificated/licensed employee informs the Superintendent in writing of the intent to retire at the end of a school year prior to March 1 of said year, that teacher will be entitled to an additional \$1,500 in severance pay.
- B. For the purpose of Section A above, retirement shall mean disability or service retirement in the State Retirement Service.
- C. Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated employee is in fact in a status of retirement from the teaching profession in Ohio. This evidence shall be written notification supplied by the State Teacher's Retirement System of Ohio.

- D. Only those members of the Bowling Green City School District certificated/licensed staff whose effective date of retirement with the State Teacher's Retirement System of Ohio is no later than ninety (90) calendar days after the last paid day of service with the Bowling Green City Schools, shall be eligible to be paid for such accrued but unused sick leave credit.
- E. Payment under Subsection A shall be made only once to any employee and such payment shall be considered to eliminate all sick leave accrued by the employee at the time of payment.
- F. All teaching staff resignations or retirements shall have definite effective date of end of service. No last day of school or end of school year term will be accepted.
- G. Death of an employee of the Board does not deny said employee of his/her rights to severance benefits.
- H. Payment of retirement/severance pay will be made within sixty (60) calendar days of the employer's receipt of notification from STRS as set forth in (C) above.

Section 6.2 - STRS Pickup

The Board shall designate each employee's mandatory contributions to the State Teacher's Retirement System of Ohio, made after the effective date hereof, for the 1985-86 and subsequent school years, as picked up by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher's Retirement contribution which has been designated as picked up by the Board, shall be included in computing final average salary, provided that no employee's total salary is increased by such pick up, nor is the Board's total contribution to the State Teacher's Retirement System of Ohio increased thereby.

Section 7 - GRIEVANCE PROCEDURES

Section 7.1 - Definitions

- A. Grievance: A claim by a member or group of members of the bargaining unit involving an alleged misinterpretation, violation, or misapplication of any of the provisions of the negotiated agreement entered into between the Board of Education and the Association.
- B. A grievant shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation, or misapplication of this Agreement has actually occurred. A grievance alleged to be a group grievance shall have arisen out of similar circumstances affecting each member of said group.
- C. Association shall mean the Bowling Green Education Association.
- D. Board shall mean the Board of Education of the Bowling Green City School District.

Section 7.2 - Purposes/Principles

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may affect the welfare or working conditions of members of the bargaining unit.
- B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with an appropriate member of the administration or with a designated representative of the Association.
- D. Any member of the bargaining unit shall have the right to present a grievance to such person and only through such channels as are designated for that purpose.
- E. A grievant shall not be denied his/her legal rights under the law, provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
- F. No reprisal of any kind shall be taken against any person participating in the grievance procedure by reason of such participation.
- G. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decisions and the reasons thereof.

- H. Forms for filing and processing grievances shall be prepared by the central office and made available through building principals, the Association and school representatives.

Section 7.3 - Informal Procedures

- A. The grievant should first discuss the matter with his/her principal or administrator or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.
- B. If the grievant is not satisfied with the disposition of the matter, he/she shall have the right to have a representative of his/her choice to assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

Section 7.4 - Formal Grievance Procedures

A. Step One - Formal

If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance on grievance form (Appendix C) with such employee's building principal (or supervisor. If such grievance is not lodged within thirty (30) calendar days following the act or omission which gave rise to the grievance, the grievance shall no longer exist. Where continued acts or omissions have been perpetrated on an individual or a group, such grievance shall be filed within thirty (30) calendar days from the most recent act or omission. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of this Agreement allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. Upon written request, a hearing shall be conducted by the principal or his/her designated representative within ten (10) working days after the receipt of such request. The aggrieved employee shall be advised, in writing, of the time, place, and date of such hearing and afforded representation rights at each formal step.

The building principal, supervisor or his/her designated representative shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or, if a hearing is requested, within ten (10) working days after the conclusion of said hearing. If no action is taken within this time, the grievance shall be advanced to step two. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent, and Treasurer of the Board and the President of the Association.

B. Step Two - Formal

If the action taken by the building principal, supervisor or his/her designated representative does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent within ten (10) working days from the receipt of the written notice of the principal's or his/her designated representative's action on said grievance. Upon request, a hearing shall be conducted by the Superintendent or his/her designated representative within ten (10) working days after receipt of the request. While no formal agreement shall be executed without the approval of the BGEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of the hearing(s). The aggrieved employee shall be advised in writing of the time, place, and date of such hearing.

The Superintendent or his/her designated representative shall take action on the appeal of the grievance within ten (10) working days after receipt of the appeal, or, if a hearing is requested, within ten (10) working days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal, the Treasurer of the Board and the president of the Association. If no action is taken within this time, the grievance shall be advanced to step three.

C. Step Three - Formal

If the Association and aggrieved person are not satisfied with disposition of Step Two, the Association may request that the issue be submitted to arbitration within fourteen (14) working days after receipt of the written notice of the action taken by the Superintendent or his/her designee.

The arbitrator shall be appointed by the Board and the grievant, or their designated representatives, from a list of seven names submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the Federal Mediation and Conciliation Service shall submit a second list of seven names from which the parties will alternately strike names from the list until only one name remains, who shall be arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement, board policy, administrative rules or regulations, public laws, and statutes and shall be prohibited from making any decision contrary to law. The arbitrator shall issue his/her disposition of the grievance, in writing, within ten (10) working days after hearings or in accordance with arbitration rules. If the grievant prevails, s/he shall be made whole within thirty (30) working days after the disposition has been received from the arbitrator. The arbitrator shall make his/her report to the aggrieved, the Superintendent, the Treasurer of the Board, and the president of the Association.

The decision of the Arbitrator shall be final and binding on the Association, the Superintendent of Schools, the Board, the grievant and all members of the bargaining unit.

The cost of the arbitrator shall be divided equally between the parties.

"Working days" are days when the Central Office is open for business.

Section 8 - SALARY

Section 8.1 - Hourly Rate Compensation

The Board agrees to pay the certificated employees the hourly equivalent of the B.A. base, Column 0 for services that are to be compensated per hour of performance. This is to include tutorial services.

Section 8.2 - Mileage Rate Compensation

The Board agrees that the mileage rate shall be at the rate per mile approved by the Internal Revenue Service for mileage that is driven for an official school function.

Section 8.3 - Salary Schedule

A. Schedule

- Salary levels for teachers new to the District are located in Appendix D, i.e. D-1 (2014-15), D-2 (2015-16) and D-3 (2016-17)
- Appendix D-4, D-5, and D-6 are provided for reference to teachers hired prior to the 2014-2015 school year.

Effective July 1, 2013:

- No employee will be eligible to move into the 150 Hours Column. Those employees who are already in the column will remain in the column until eligible for education advancement to another column.
- "Spec./MA+45" becomes "Spec. Degree" Column.
- "MA+60/Spec.+15/PhD" becomes "PhD/EdD" Column.
- All employees in the "Spec./MA+45" and "MA+60/Spec.+15/PhD" Columns as of June 1, 2013 are grandfathered in said columns.
- Any coursework that begins after June 1, 2013 will not count toward the Spec or PhD/EdD columns unless a Specialist degree or PhD/EdD are obtained.

Effective for the academic year 2014-2015, existing employees who completed the requirements for educational advancement on or before October 1, 2013 will advance educationally on the 2013-2014 salary schedule.

Effective for the academic year 2014-2015, existing employees with 5 years or less experience will have \$500 added to their salary rate paid for the 2013-2014 academic year plus a 2.25% increase. Existing employees with 6 years or more experience will receive a flat 2.25% increase on their salary rate paid for the 2013-2014 academic year.

Effective for the academic year 2015-2016, existing employees will receive a flat 2.25% increase on their salary rate paid for the 2014-2015 academic year.

Effective for the academic year 2015-2016, existing employees will receive a flat 2.25% increase on their salary rate paid for the 2015-2016 academic year.

For all employees who complete the requirements for educational advancement after October 1, 2013:

- Upon achieving 15 graduate hours beyond a Bachelor's degree, an employee's base salary will increase \$250.
- Upon achieving a Master's degree, an employee's base salary will be increased \$2,000.
- Upon achieving a master's degree plus 15 graduate hours, an employee's base salary will be increased \$750.
- Upon achieving a Master's degree plus 30 graduate hours, an employee's base salary will be increased \$750.
- Upon achieving a Specialist degree, an employee's base salary will be increased \$1000.
- Upon achieving a PhD/EdD, an employee's base salary will be increased \$2000.

B. Academic Credits/Coursework Defined

Only graduate level academic credits, as defined herein, may be used for movement on the salary schedule. Graduate academic credit is defined as course work taken from an accredited university designated as academic credit by said university and applicable toward a graduate degree. The individual does not have to be enrolled in the graduate program. Coursework must be pertinent to the employee's current classroom teaching assignment(s). Beyond MA+30, coursework including, but not limited to, seminars, workshops, professional development, and courses offered through clearinghouse companies will not be accepted for movement on the salary schedule unless approved by the Superintendent.

Coursework must be approved in advance by the Superintendent/designee using the Coursework Approval for Salary Advancement form (Appendix G). The form must be submitted to the Human Resources Administrator at least 30 days prior to the first day of class.

Official transcripts must be submitted to the Human Resources Administrator by October 30 of each year.

C. Movement on Scale Within Master's Columns

Employees who have obtained a master's degree will only be able to advance one (1) educational column in a contract year.

Section 8.4 - Supplemental Contract Notification

Supplemental contracts are for a one (1) year period and are for responsibilities beyond a basic teaching contract. All supplemental contracts shall be deemed not renewed at the end of their terms without further notice to the employee. A supplemental contract may be shared at the Board's discretion.

The issuance of succeeding supplemental contracts shall be solely within the discretion of the Board, which may re-employ the incumbent in the position if it is re-established for the following year without first posting the vacancy. Furthermore, an individual may request in writing that the Board make a decision on re-employment. The decision must be given to the employee in writing within sixty (60) days of said request. If no notification is received by the employee within the sixty (60) days, the employee is automatically re-employed.

Section 8.5 – Supplemental Contracts: Experience and Other Items

- A. An individual who is hired into the Bowling Green School District will be credited for up to five (5) years of previous experience in an equivalent supplemental position, provided that previous experience was in other public school districts or in chartered, nonpublic schools. This does not apply to supplemental salary positions which have been compensated for less than five (5) years.
- B. Supplemental staff members of the Bowling Green School District who move within an activity (e.g. Head Coach to Eighth Grade Coach) will be granted the years of experience earned at their previous level.
- C. Sports medicine and CPR certification: The Board of Education shall provide and pay for an annual working session for all staff required to have certification in Sports Medicine and Cardiovascular Pulmonary Resuscitation. This session will be made available as early as possible to the first student day of the school year.

Section 8.6 - Non-certificated - Supplemental

Individuals hired to fill supplemental contracts who do not hold a valid Ohio teacher's certificate/license but who hold a minimum of a baccalaureate degree will receive a supplemental salary calculated by multiplying the appropriate ratio times the base salary schedule of certificated personnel.

Section 9 - ADDITIONAL ITEMS

Section 9.1 - Maintenance of Standards

During the duration of this Master Agreement, the Board shall maintain all terms, conditions, and benefits of employment which are the subject of any provisions of this Master Agreement at not less than the level in effect as of the effective date of this Master Agreement. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Master Agreement. Any portion of the existing documents that is inconsistent with any lawful provision of this Master Agreement shall be ineffective.

During the time of this contract as set forth in the IMPLEMENTATION AND DURATION section, paragraph A., the Board and the Association are not obligated to bargain collectively on any subject matter unless both parties mutually agree to re-open said contract with respect to that subject or matter. If necessary to comply with requirements of state and federal legislation, regulation, or court decisions, the parties will meet and negotiate as required to comply with such legislation, regulation or court decision.

Section 9.2 - Management Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract. All management rights not specifically abridged by this agreement are retained by the Board.

Section 9.3 - School Board Agenda

The Association President shall receive an electronic copy of the Board agenda and addenda by e-mail no less than thirty (30) hours prior to such meeting. Each agenda shall include the normal attachments except attachments provided for the confidential information of the Board.

Section 9.4 - Academic Freedom

The parties recognize and acknowledge the importance of academic freedom to all employees covered by this agreement in the study, investigation and presentation of the adopted courses of study circumscribed, however, by state and local policies, curriculum, instruction content, and methodology.

Section 9.5 - Grade and Placement Policy

Teachers shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Teachers will not be required to change student grades. Student grades will not be changed by principals without consulting the teacher. Promotion or retention of students will not require changing teacher grades by teachers.

Section 9.6 - Subcontracting

The employer agrees that no reduction in force shall occur within the bargaining unit as a result of subcontracting of work presently performed by members of the bargaining unit during the term of this contract.

Section 9.7 – Implementation and Duration

- A. This Collective Bargaining Agreement will be effective from 12:01 a.m., July 1, 2014, and will continue in full force and effect until midnight, June 30, 2017, and from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to amend or modify this Master Agreement not earlier than 150 days nor later than 120 days before the expiration of the Agreement.
- B. The Board shall not, during the period of this Master Agreement, officially adopt or implement any condition of employment contrary to or inconsistent with any term or condition of said Master Agreement.
- C. The policies enacted by this Master Agreement, when adopted by the Board, will supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with terms of the Master Agreement.

Signed at Bowling Green, Ohio, this 20th day of MAY, 2014.

Affyde Nichols, PRESIDENT
Greg D. St. Hovis, Vice President
[Signature]
William H. Ferguson
Bob [Signature]
[Signature]

Bowling Green Education Association

[Signature]
[Signature] President
[Signature] Vice President
Paul [Signature]
[Signature]
[Signature]
[Signature] Treasurer

Bowling Green Board of Education

Appendix A

OTES Evaluation Documents

Self-Assessment Summary Tool

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

Name _____

Date _____

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

Professional Goal-Setting Tool

Part 1.1: Goal-Setting and Planning (to be completed by the teacher and evaluator at the beginning of the year)

Data Sources that Indicate Need for Action (from various sources as relevant)

1. _____

2. _____

3. _____

Standard (s) for Goal 1- circle all that apply:

1- Students 5- Learning Environment

2- Content 6- Collaboration and Communication

3- Assessment 7- Professional responsibility and Growth

4- Instruction

Name _____
Date _____
Evaluator _____

SMART (specific, measurable, attainable, relevant, and time-bound) Goal 1:

Action Steps for Goal 1	Evidence Indicators	Evidence/Artifacts to Collect	Timeline

Part 1.2: Goal-Setting and Planning (to be completed by the teacher and evaluator at the beginning of the year)

Data Sources that Indicate Need for Action (from various sources as relevant)

1. _____

2. _____

3. _____

Standard (s) for Goal 2- circle all that apply:

1- Students 5- Learning Environment

2- Content 6- Collaboration and Communication

3- Assessment 7- Professional responsibility and Growth

4- Instruction

SMART (specific, measurable, attainable, relevant, and time-bound) Goal 2:

Action Steps for Goal 1	Evidence Indicators	Evidence/Artifacts to Collect	Timeline

Professional Goal-Setting Tool (Part 2)

Part 2: Mid-Year Progress Check (Goals 1 and 2)

Date of Mid-Year Progress Check Conference: _____

For teacher to complete:

What has been your progress so far – action steps, evidence collection?
 How has this work impacted your teaching and student learning?
 What are your next steps?

For evaluator to complete:

How successful has the teacher been to date at working towards the goals?
 What support would be helpful for this teacher to meet these goals?

Part 3: End-of-Year Evaluation and Reflection (Goals 1 and 2)

Date of End-of-Year Conference: _____

For teacher to complete:

What have you learned?
 What did you accomplish by working on these goals?
 Will you continue to work on these goals? How?

For evaluator to complete:

Evaluation of final outcomes: *How well did teacher meet the goals?*
 Impact on student learning: *How did this work effect student learning?*

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

Professional Goal-Setting Rubric

In OTES, the work that teachers put into the goal-setting process informs the end-of-year summative rating of the teacher’s effectiveness. Evaluators may want to use a rubric like the following to rate the teacher’s performance. Because teachers have engaged in the goal-setting process with their evaluators, many potential problems will have likely been resolved early in the process. By the end of the process, it is assumed that teachers will have set measurable, rigorous goals and taken clear steps to achieve them.

Professional Goal-Setting Rating Rubric				
	Ineffective	Developing	Skilled	Accomplished
NEEDS ASSESSMENT/ DATA SOURCES	<ul style="list-style-type: none"> Data are not used to identify needs. Goals are not tied to the standards. Goals are not rigorous or measurable. 	<ul style="list-style-type: none"> Data are reviewed, but the needs of specific student groups are not examined in depth. Goals are tied generally to standards. 	<ul style="list-style-type: none"> Data are reviewed for strengths and weaknesses and for specific groups of students. Goals target specific standards. 	<ul style="list-style-type: none"> Multiple data sources are reviewed in depth. Goals target specific standards.
ACTION STEPS/ EVIDENCE INDICATORS	<ul style="list-style-type: none"> Goals are not measurable. Planned steps do not allow for mid-point progress check. Planned steps do not reflect good practices. Teacher does not meet timeline for action steps. No artifacts are collected to demonstrate progress. 	<ul style="list-style-type: none"> Goals are measurable. Action steps link to the goal but may not allow for regular progress checks. Planned steps reflect good teaching practices. Teacher may not meet timeline for all action steps. Limited artifacts are collected to demonstrate progress. 	<ul style="list-style-type: none"> Goals are measurable. Action steps are clearly linked to the goal and allow for mid-point progress check. Planned steps reflect good teaching practices. Teacher meets timeline for action steps. Artifacts collected demonstrate progress towards goals. 	<ul style="list-style-type: none"> Goals are measurable. Action steps align with the goal and allow for regular progress checks. Planned steps are strongly based in reliable and valid research-based practices. Teacher meets set timelines, and may set additional steps and timelines as a result of progress checks. Artifacts provide strong and thorough evidence.
EVALUATION/ REFLECTION	<ul style="list-style-type: none"> Goals are not rigorous. Goals are not met. Teacher cannot reflect thoughtfully on the process or convey learning. 	<ul style="list-style-type: none"> Goals are easily obtained; not a stretch for teacher. Teacher demonstrates limited reflection on learning. 	<ul style="list-style-type: none"> Goals are challenging. Goals are met or, if not, teacher communicates learning and next steps. 	<ul style="list-style-type: none"> Goals are rigorous; achievement is demanding. Goals are met or, if not, teacher can communicate learning from goals and next steps based on data.

Pre-Observation Planning and Lesson Reflection Form (page 1)

Teacher Name

Directions to Teachers:

Complete the **left side of this form (as a guide) prior to the lesson** to be observed. Note that the questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may also choose to attach lesson or unit plans. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation. Complete the **right side of this form following the lesson** that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

PLAN	Lesson – 4.a.1	Reflection – 4.a.3
<p>GOALS (Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What are the goals for the lesson? What will students know/do/understand? • Why is this learning important? • What standards are addressed in the planned instruction? 		
<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • What assessment data was examined to inform this lesson planning? • What does pre-assessment data indicate about student learning needs? 		
<p>PRIOR CONTENT KNOWLEDGE/ SEQUENCE (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What prior knowledge do students need for this lesson? • What are the connections to previous and future learning? 		

Pre-Observation Planning and Lesson Reflection Form (page 2)

	Lesson – 4.a.1	Reflection – 4.a.3
PLAN	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <ul style="list-style-type: none"> • What should the evaluator know about the student population? 	
	<p>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • How will the goals for learning be communicated to students? • What instructional strategies and methods will be used to engage students and promote independent learning and problem solving? 	
TEACH	<p>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • How will the instructional strategies address all students' learning needs? • How will the lesson engage and challenge students of all levels? 	

Pre-Observation Planning and Lesson Reflection Form (page 3)

	Lesson – 4.a.1	Reflection – 4.a.3
TEACH	<p>RESOURCES (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What resources/materials will be used in instruction? 	
	<p>CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)</p> <ul style="list-style-type: none"> • How will the environment support all students and student learning? • How will different grouping strategies be used effectively? 	
ASSESS	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • How will you check for understanding during the lesson? • What products or demonstrations will assess student learning / achievement of goals for instruction? 	

Pre-Conference Initials: Teacher _____ Evaluator _____ Date & Time of Pre-Conference: _____

Post-Conference Initials: Teacher _____ Evaluator _____ Date & Time of Pre-Conference: _____

Formal Observation: Guidelines for Evaluators

Evaluators should bring the following to the formal observation:

- The most recent version of the teacher's *Pre-Observation Planning and Lesson Reflection Form* (with any revisions from the conference)
- The *Observation Narrative Form*

The evaluator should use the *Observation Narrative Form* to record observable evidence around each element on the form. These notes should document what is observable in the classroom – what is seen, heard, or observed. These notes should not include an evaluation or analysis of what this evidence suggests about the teacher's practice.

Observation Narrative Form

Observation: 1 _____ 2 _____

Teacher _____

Evaluator _____

School _____

Date & Time of Pre-Conference _____

Subject _____

Date & Time of Observation _____

Grade _____

Date & Time of Post-Conference _____

DIRECTIONS: During the classroom observation, the evaluator records evidence for each of the following.

	Criteria for Observation	Possible Sources of Evidence	Evaluator Observations
TEACH	<p>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • Communication of clear learning goals • Use of activities to promote independence and problem-solving • Use of content-specific instructional strategies to teach concepts and skills • Application of knowledge of how students learn to instructional design and delivery 	<ul style="list-style-type: none"> • Lesson objectives communicated or posted • Explicit reference to objectives • Clear procedures • Clarity of objectives • Student understanding of objectives and of how to participate • Meaningful use of examples to support student learning • Student behaviors and products that indicate engagement 	

	Criteria for Observation	Possible Sources of Evidence	Evaluator Observations
TEACH	<p>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • Identification, instruction and intervention for special populations • Differentiation of instruction to support learning needs of all students 	<ul style="list-style-type: none"> • Evidence of differentiation • Attempt to modify pace, content, products for individuals or groups • All students appear appropriately challenged 	
	<p>RESOURCES (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • Use of varied resources to support learner needs 	<ul style="list-style-type: none"> • Resources appropriate to students • Resources aligned with objectives 	

	Criteria for Observation	Possible Sources of Evidence	Evaluator Observations
TEACH	<p>CLASSROOM ENVIRONMENT (Standard 1; Students / Standard 5; Environment)</p> <ul style="list-style-type: none"> • Use of strategies to motivate students to work productively and assume responsibility. • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students 	<ul style="list-style-type: none"> • Students are engaged • Students are working independently • Students are working in different groups, independently, as a whole class • Involvement of students 	
ASSESS	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3; Assessment)</p> <ul style="list-style-type: none"> • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction 	<ul style="list-style-type: none"> • Assessment strategies align to objectives • Assessments allow for demonstration of learning • Assessments are varied • Assessments are systematic • Assessments are appropriate to lesson/students • Understanding is monitored through: <ul style="list-style-type: none"> ○ Checking work ○ Asking questions ○ Verbal/nonverbal cues ○ Feedback 	

Teacher's Signature _____

Date _____

Evaluator's Signature _____

Date _____

Note: The teacher and evaluator will sign the *Observation Narrative Form* to indicate that the lesson has been reviewed and discussed, not that the teacher necessarily agrees with the observation comments on this form.

Teacher Performance Evaluation Rubric

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

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

Instructional Planning		Ineffective	Developing	Skilled	Accomplished
Instructional Planning	<p><u>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</u> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Source of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects in previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p>
	Evidence				
	<p><u>KNOWLEDGE OF STUDENTS</u> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

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

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
Instruction and Assessment	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/Information Observations</p>	Instructional material and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual student's learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				
Instruction and Assessment	<p>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quickly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

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

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

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement / refinement:				
Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth	
Student Growth Measure of Effectiveness				
Areas of reinforcement / refinement:				
Final Summative (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

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

Data Collection Tool (Ongoing): Collaboration and Communication (Standard 6)

Directions: Keep an ongoing log of evidence of collaboration and communication. Select and attach artifacts that represent a variety of types of communication/ collaboration, which may include but not be limited to the following:

- Notes of collaboration occurring with colleagues
- Log of phone contacts to parents
- Descriptions/samples of work produced from collaboration with colleagues
- Documentation of meetings, committees and school event planning with parents and other community members
- Samples of parent newsletters
- Screen shots of classroom website at various times during the year
- Log of email contact with parents
- Log of parent conferences
- Results of perception survey

Date	Person(s)	Artifact/Type of Communication	Purpose

Submit to and discuss with evaluator at mid-year and end-of-year conference, following the district/school schedule.

Teacher's Signature _____ Mid-Year Date _____ End-of-Year Date _____

Evaluator's Signature _____ Mid-Year Date _____ End-of-Year Date _____

Data Collection Tool (Ongoing): Professionalism—Professional Development (Standard 7)

Use this tool to describe professional activities that contribute to professional development and/or positively impact the classroom, school, and/or students and the capacity of the organization (building or district) to meet its goals. Attach additional pages of the tool and artifacts/evidence as relevant. Relevant evidence may include items such as:

- Materials from workshops and seminars
- Samples of materials from professional organizations, conferences, and networks that demonstrate professional collaborations
- Evidence of service on professional committees
- Examples of sharing with other educators and administrators knowledge and information in areas of expertise

Professional Development			Timeline for Completion	
Type of Activity (circle one)	Focus of Activity (circle one)	Description of Activity and Outcomes	Mid-Year	End-of-Year
Individual	Teaching Quality			
Collaborative (with other teachers/staff)	School Improvement			
Collaborative (with community/other)	Student Achievement			
Individual	Teaching Quality			
Collaborative (with other teachers/staff)	School Improvement			
Collaborative (with community/other)	Student Achievement			
Individual	Teaching Quality			
Collaborative (with other teachers/staff)	School Improvement			
Collaborative (with community/other)	Student Achievement			

Teacher's Signature _____ Mid-Year Date _____ End-of-Year Date _____

Evaluator's Signature _____ Mid-Year Date _____ End-of-Year Date _____

Form B: Communication and Professionalism

Part 1: After completing the *Data Collection Tool: Professionalism Professional Development* and the *Data Collection Tool: Collaboration and Communication*, use the information to complete this summative form and make an assessment of the teacher's skills and abilities in communication and professionalism (Standards 6 and 7).

Teacher Name: _____ **Evaluator Name:** _____

Directions: For each area below, select *Meets* or *Does Not Meet*. Teachers who do not meet the expectations generally do so because they have demonstrated a pattern of failure to communicate, collaborate, or meet the professional responsibilities of the profession.

Communication and Professional Growth	Meets	Does Not Meet
<p>Communication:</p> <ul style="list-style-type: none"> • Communicates to students, parents and school staff using clear and correct spoken and written language • Uses strategies to communicate in a respectful manner to students and parents/caregivers about student learning and to engage student's families as valued partners 		
<p>Collaboration:</p> <ul style="list-style-type: none"> • Collaborates with other teachers, administrators, school and district staff • Collaborates with local community and community resources and agencies 		
<p>Professional Growth:</p> <ul style="list-style-type: none"> • Engages in opportunities to impact teaching quality, school improvement and student achievement • Works collaboratively to determine and design professional development opportunities that increase professional skills and knowledge 		

Comments/Evidence:

Overall Recommended Rating (Part 1): _____ **Meets** _____ **Does Not Meet**

Communication and Professionalism (continued)

Part 2: Effective teachers should (1) have no unexcused absences; (2) have no unexcused late arrivals; (3) follow school and district policies; and (4) meet the standards of ethical behavior of the profession. If a pattern of failure is evidenced here, the teacher should be rated *Does Not Meet*.

Professionalism	Meets	Does Not Meet
<p>District/School Policies & Collective Bargaining Agreement:</p> <ul style="list-style-type: none"> • Understands and follows federal/state regulations, district/school policies and collective bargaining agreements <ul style="list-style-type: none"> • Follows policies for absences • Follows school/district discipline procedures and policies for student referrals • Adheres to scheduled duty assignments (e.g., is on-time for duties, properly supervises students as assigned) 		
<p>Ethical Behavior:* (See Note Below on Ethics)</p> <ul style="list-style-type: none"> • Meets responsibilities with integrity, honesty, fairness and dignity • Upholds and follows professional ethics laws and policies (e.g., serves as a positive role model, maintains confidential information, maintains security of standardized tests, reports suspected abuse). 		

* The section on Ethical Behavior is intended to be used as part of teachers' regular/daily performance of duties as an Ohio educator. It is not intended to be used for conduct infractions as outlined in *Licensure Code of Professional Conduct for Ohio Educators*, ORC 3319.31. The *Licensure Code of Professional Conduct for Ohio Educators* serves as the basis for decisions on issues pertaining to licensure that are consistent with applicable law, and provides a guide for conduct in situations that have professional implications for all individuals licensed by the State Board of Education, such as teachers, principals, superintendents, and other persons serving schools (e.g., school nurses, coaches, substitute teachers). As education is a public trust, the Ohio Department of Education pursues allegations of unprofessional conduct.

Comments/Evidence:

Overall Recommended Rating (Part 2):

Meets

Does Not Meet

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

Teacher Name _____ **Grade(s)/ Subject(s)** _____ **Date:** _____

Evaluator Name: _____ **Time Walk Through Begins** _____ **Time Walk Through Ends** _____

Directions: This form serves as a record of an informal walk through by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed in any one informal observation. This record along with records of additional informal observations will be used to inform the summative evaluation of the teacher.

Evaluator Observations	
Instruction is developmentally appropriate	Lesson content is linked to previous and future learning
Learning targets and goals are clearly communicated to students	Classroom learning environment is safe and conducive to learning
Varied instructional tools and strategies reflect student needs and learning targets	Teacher provides students with timely responsive feedback
Content presented is accurate and grade appropriate	Instructional time is used effectively
Teacher connects lesson to real-life applications	Routines support learning goals and activities
Instructions and lesson activities are accessible and challenging for students	Multiple methods of assessment of student learning are collected, documented and, utilized to guide instruction
Students take ownership of learning	Other

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature _____ **(Print or Digital)**

Appendix B

Bowling Green City Schools EVALUATION PROCEDURES

The following guidelines are to be followed on the evaluation of certificated/licensed staff to whom Section 4.7 and Appendix A do not apply:

A. Forms to be used:

1. Bowling Green City Schools Formative Observation Sheet (Appendix B-2)
2. Bowling Green City Schools Summative Evaluation Sheet (Appendix B-3)
3. Bowling Green City Schools Professional Development Plan (Appendix B-4)

B. Responsibilities

1. Primary observations and evaluations are to be conducted by the principal, assistant principal and/or supervisor. Superintendent and/or assistant Superintendent may serve as secondary evaluators, if appropriate.
2. In the case of special area teachers who service more than one building, the home school principal will serve as the primary evaluator. The summative evaluation is to be prepared by the home school principal with input from other principals.
3. Intradepartmental observations and private critiques may take place without formal reporting, if so desired.

C. Teachers should be observed as follows:

1. Teachers shall be observed at least two (2) times during the school year.
2. All comments and evaluation ratings made by evaluators on the Formative Observation Sheet must relate to observed performances. Evaluation of a teacher is the sum total of observations including classroom performance and other observations relevant to job performance which are summarized in the final annual report and recommendations of the evaluator. These observations shall directly relate to the categories listed on the Formative and Summative Evaluation Sheets. These are: (a) Productive Teaching Techniques; (b) Class Management; (c) Interpersonal Relations; (d) Professional Growth Responsibilities.
3. It is specifically agreed that student state-mandated test scores, including but not limited to the OGT and OAT, shall not be used as the determining factor in any adverse employment action against a teacher, including but not limited to nonrenewal or termination.

- D. Teacher Evaluation Cycle to be followed during the course of the school year:
1. Individual Pre-Observation Conference (teacher and evaluator)
 2. Formal Observation(s)
 3. Feedback Conference(s) within ten (10) days of Formal Observation(s)
 4. Formative Observations Sheet(s)
 5. Summative Evaluation Sheet
 6. Final Conference
 7. Determination of Professional Development Plan
- E. Four (4) copies of the Summative Evaluation Form are provided, one for the staff member, one for the principal/assistant principal, one for the Superintendent, and one for the assistant Superintendent/director of instruction and/or curriculum director.
- F. Teachers may indicate at the bottom of the Formative and Summative sheet(s) if a rebuttal or explanation will be attached on a separate sheet.

Appendix B 2

Bowling Green City Schools FORMATIVE OBSERVATION SHEET

Teacher	School	Period	Grade and/or Subject	Observer	Date
NA - Not Applicable	NS - Not Satisfactory			NI - Needs Improvement	S - Satisfactory

Performance Area 1 (Domain A) Organizing Content Knowledge for Student Learning

	NA	NS	NI	S
1. Is familiar with relevant aspects of student background and experiences	_____	_____	_____	_____
2. Sets goals that reflect performance outcomes	_____	_____	_____	_____
3. Articulates clear learning goals	_____	_____	_____	_____
4. Includes performance outcomes for district course of study in lesson plans	_____	_____	_____	_____
5. Demonstrates an understanding between content previously learned, current content, and content to be learned in the future	_____	_____	_____	_____
6. Creates or selects methods, activities, and materials that are appropriate for the students and aligned with the lesson goals	_____	_____	_____	_____
7. Creates or selects appropriate learning strategies to meet the diverse needs of students	_____	_____	_____	_____
Comments:				

Performance Area 2 (Domain B) Creating an Environment for Student Learning

1. Creates a climate that promotes fairness	_____	_____	_____	_____
2. Establishes and maintains rapport with students	_____	_____	_____	_____
3. Communicates challenging learning expectations to each student	_____	_____	_____	_____
4. Establishes and maintains consistent standards of classroom behavior	_____	_____	_____	_____
5. Makes the physical environment safe and conducive to learning	_____	_____	_____	_____
Comments:				

Performance Area 3 (Domain C) Teaching for Student Learning

1. Makes learning goals and instructional procedures clear to students	_____	_____	_____	_____
2. Makes content comprehensible to students	_____	_____	_____	_____
3. Encourages students to extend their thinking	_____	_____	_____	_____
4. Monitors student understanding of content by a variety of means, provides feedback to students to assist learning, and adjusts learning activities as the situation demands	_____	_____	_____	_____
5. Uses instructional time wisely	_____	_____	_____	_____
Comments:				

Performance Area 4 (Domain D) Teacher Professionalism

1. Reflects on the extent to which the learning goals were met	_____	_____	_____	_____
2. Demonstrates a sense of efficacy	_____	_____	_____	_____
3. Uses self-evaluation, peer input, and supervisory feedback to continuously grow professionally	_____	_____	_____	_____
4. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students	_____	_____	_____	_____
5. Communicates with parents or guardians about student learning	_____	_____	_____	_____
6. Assumes personal and professional responsibility	_____	_____	_____	_____
Comments:				

Additional Comments By Teacher: _____ No Comments _____ Comments Attached on Separate Sheet

Teacher

Signal (indicating knowledge of report)

Administrator

Appendix B 3

Bowling Green City Schools
SUMMATIVE EVALUATION OF CERTIFICATED STAFF

Teacher

Date

Administrator

Performance Area 1 - Organizing Content For Student Learning

Performance Area 2 - Creating An Environment For Student Learning

Performance Area 3 - Teaching For Student Learning

Performance Area 4 - Teacher Professionalism

Teacher Comments:

Date _____

Signed _____
(signature indicates knowledge of report)

Administrator _____

FORMATIVE OBSERVATION SHEET FOR CERTIFICATED/LIBRARY MEDIA SPECIALIST STAFF - Appendix L

Teacher	School	Period	Grade and/or Subject	Observer	Date
NA - Not Applicable		NS - Not Satisfactory	NI - Needs Improvement	S - Satisfactory	

Performance Area I: Learning and Teaching
CRITERIA

1. Designs, implements and evaluates instructional lessons/programs to meet the various information and learning needs of students and staff
2. Promotes, through the collaboration with classroom teachers, the integration of information skills in the instructional program
3. Responds to the immediate information needs of students

Comments:

NA	NS	NI	S

Performance Area II: Information Access and Delivery
CRITERIA

4. Promotes a variety of information resources (electronic/print/media)
5. Organizes and maintains accurate databases for circulation and on-line collections
6. Instructs students and staff in the use of available information resources
7. Evaluates, selects and acquires instructional materials to support the instructional program and pleasure reading

Comments:

NA	NS	NI	S

Performance Area III: Program Administration
CRITERIA

8. Plans for, directs and supervises library budgets to maintain resources and materials
9. Organizes and supervises library personnel
10. Directs and organizes the physical facilities and resources of the library

Comments:

NA	NS	NI	S

Performance Area IV: Professional Leadership and Collaboration
CRITERIA

11. Collaborates with colleagues, students, administrators and parents to support the library program
12. Collaborates with other libraries and media centers to provide services to the learning community
13. Participates in professional organizations

Comments:

NA	NS	NI	S

Performance Area V: Interpersonal Relations
CRITERIA

14. Effective interpersonal relationships with students are demonstrated
15. Student self-concept is promoted
16. Student self-discipline and responsibility is fostered
17. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated
18. Praise, acceptance, and redirection are used to encourage student participation

Comments:

NA	NS	NI	S

Performance Area VI: Professional Growth and Responsibilities
CRITERIA

19. A willingness to keep curriculum and instructional practices current is demonstrated
20. The district designated curriculum is followed
21. Board of Education policies and district rules and regulations are supported and followed
22. Professional responsibilities related to non-classroom attendance are carried out
23. Acceptance and recognition of out-of-class responsibilities are demonstrated
24. The highest standards of professionals are maintained

Comments:

NA	NS	NI	S

ADDITIONAL COMMENTS BY TEACHER: _____ No Comments
 _____ Comments Attached on Separate Sheet

Date
Signed (indicating knowledge of report)

FORMATIVE OBSERVATION SHEET FOR CERTIFICATED/SCHOOL NURSE - Appendix F

School Name	School	Period	Grade and/or Subject	Observer	Date
	NA - Not Applicable	NS - Not Satisfactory	NI - Needs Improvement	S - Satisfactory	

Performance Area V: Health Assessment and Referral
CRITERIA

NA NS NI S

1. Assesses the health status of all students through appropriate assessment, observation, and consultation
2. Plans and implements health counseling, referrals, and follow-up to address identified health concerns
3. Attends to referrals at a reasonable time with appropriate feedback
4. Collaborates with members of the community in the delivery of health and social services
5. Utilizes knowledge of community health system and resources

15. Performs skilled nursing procedures as necessary; follows rules of delegation and supervision as permitted by the Ohio Nurse Practice Act
16. Serves as a liaison between the parents and school staff to help meet the students special health needs

Comments:

Comments:

Performance Area II: Illness and Injury
CRITERIA

NA NS NI S

6. Assists school personnel, parents, and students to understand and comply with communicable disease control requirements and current health practices
7. Participates in the management of illness and injury occurring at school
8. Provides training and guidance to enable school personnel to appropriately care for ill or injured students in the nurse's absence

Performance Area V: Interpersonal Relations
CRITERIA

NA NS NI S

17. Effective interpersonal relationships with students are demonstrated
18. Student self-concept is promoted
19. Student self-discipline and responsibility is fostered
20. Tolerance, respect, understanding and sensitivity to the needs of students are demonstrated
21. Demonstrates active listening, problem solving, and crisis intervention strategies

Comments:

Comments:

Performance Area III: Health Education and School Environment
CRITERIA

NA NS NI S

9. Assists in the development of positive health attitudes and practices through formal and informal instruction
10. Promotes a healthy school environment
11. Confers with the appropriate persons where specific health or safety issues are identified
12. Acts as a resource person to school staff regarding health education, evaluation, activities and materials

Performance Area VI: Professional Growth and Responsibility
CRITERIA

NA NS NI S

22. Supports and follows Board of Education and district policies
23. Professional responsibilities related to non-instruction and attendance are carried out
24. Attendance and recognition of out of class responsibilities are demonstrated
25. Assumes tasks and responsibilities appropriate for a certified school nurse
26. Meets the criteria for school nurse certification as defined by the Ohio Revised Code
27. Maintains the highest standards of nursing ethics and practice

Comments:

Comments:

Performance Area IV: Special Needs
CRITERIA

NA NS NI S

13. Collaborates in the identification and management of health concerns of at-risk children as required
14. Provides health interventions and makes special provisions related to the health problems of the handicapped or chronically ill student

MULTIPLE COMMENTS BY SCHOOL NURSE: No Comments Comments Attached in Separate Sheet

This _____	Signed (indicating knowledge of report) _____
------------	---

Revised/Approved 7/1/80

Bowling Green City Schools
FORMATIVE OBSERVATION SHEET FOR CERTIFICATED STAFF/COUNSELOR - Appendix B

Teacher	School	Period	Grade and/or Subject	Observer	Date
NA - Not Applicable NS- Not Satisfactory NI - Needs Improvement S - Satisfactory					

Performance Area I: Productive Counseling Techniques
CRITERIA

- 1. Relates effectively with others.
- 2. Helps students with personal as well as educational and vocational problems.
- 3. Cooperates with administration regarding the development of the counseling program. Attends to, follows through, and reports back on administration referrals. Is understanding of parental concerns.
- 4. Promotes free and open communication between school and home.
- 5. Follows through with parents in resolving crises and/or responding to their needs for counseling services.
- 6. Encourages students to use other service personnel when appropriate and actively assists in the accomplishment of the objective.
- 7. Is sensitive to the role and problems of the teacher.
- 8. Cooperates willingly with all school personnel.

NA	NS	NI	S

Comments:

Performance Area II: Interpersonal Relations
CRITERIA

- 11. Effective interpersonal relationships with students are demonstrated.
- 12. Student self-concept is promoted.
- 13. Student self-discipline and responsibility is fostered.
- 14. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated.
- 15. Praise, acceptance, and redirection are used to encourage student participation.

NA	NS	NI	S

Comments:

Performance Area III: Professional Growth and Responsibilities
CRITERIA

- 16. A willingness to keep curriculum and instructional practices current is demonstrated.
- 17. The district designated curriculum is followed.
- 18. Board of Education policies and district rules and regulations are supported and followed.
- 19. Professional responsibilities related to non-attendance and attendance are carried out.
- 20. Acceptance and recognition of out-of-class responsibilities are demonstrated.
- 21. The highest standards of professionals are maintained.

NA	NS	NI	S

Comments:

ADDITIONAL COMMENTS BY TEACHER:

- No Comments
- Comments Attached on Separate Sheet

Date	Signed (indicating knowledge of report)
------	---

APPENDIX C

BOWLING GREEN SCHOOL DISTRICT

GRIEVANCE REPORT FORM	NUMBER	<input type="text"/>
Grievant _____ Assignment _____		
Date of Grievance _____		
Specified section, policy, rule or regulation, law or statute violated: _____ _____		
Statement of Grievance: _____ _____ _____ _____		
Suggested Remedy: _____ _____ _____		
Date Filed: _____		Signature: _____
Forwarded Date: _____	by: _____	
Received Date: _____	by: _____	
_____	_____	
_____	_____	
Date _____	Signature _____	Title _____
Forwarded Date: _____	by: _____	
Received Date: _____	by: _____	

- Required number of copies: (1) Grievant
(1) Involved Level of Administration
(1) Professional Rights and Responsibilities Committee

Appendix D-1

Bowling Green City Schools
 CERTIFICATED/LICENSED
 Entry Level Salaries
 Employees New to District in 2014-2015

Employees new to district for 2014-2015:

LEVEL	BS	BS +15	MA	MA +15	MA +30	Spec Degree.	PHD/EDD
0	33500	34135	36680	38290	39900	41500	43100
1	34711	35492	38289	40064	41840	43615	45390
2	36044	36848	39897	41840	43783	45725	47668
3	37317	38205	41505	43615	45725	47836	49946
4	38590	39562	43113	46391	47668	49946	52224
5	39863	40918	44721	47166	49611	52057	54502
6	41136	42275	46328	48941	51554	54167	56780
7	42409	43632	47936	50717	53497	56277	59058
8	43682	44988	49544	52492	55440	58388	61336
9	44955	46345	51152	54268	57383	60498	63614
10	46228	47702	52760	56043	59326	62609	65892

Appendix D-2

Bowling Green City Schools
 CERTIFICATED/LICENSED
 Entry Level Salaries
 Employees New to District in 2015-2016

Employees new to district for 2015-2016:

LEVEL	BS	BS +15	MA	MA +15	MA +30	Spec Degree.	PHD/EDD
0	34086	34732	37323	38959	40595	42231	43867
1	35380	36113	38959	40765	42572	44378	46185
2	36675	37493	40595	42572	44549	46526	48503
3	37970	38874	42231	44378	46526	48673	50820
4	39266	40254	43867	46185	48503	50820	53138
5	40561	41634	45503	47991	50479	52968	55456
6	41856	43015	47139	49798	52456	55115	57774
7	43151	44395	48775	51604	54433	57262	60091
8	44446	45776	50411	53411	56410	59410	62409
9	45742	47156	52047	55217	58387	61557	64727
10	47037	48537	53683	57024	60364	63704	67045

Appendix D-3

**Bowling Green City Schools
CERTIFICATED/LICENSED
Entry Level Salaries
Employees New to District in 2016-2017**

Employees new to the district for 2016-2017:

LEVEL	BS	BS +15	MA	MA +15	MA +30	Spec Degree.	PHD/EDD
0	34681	35340	37976	39641	41305	42970	44635
1	35999	36745	39641	41479	43317	45155	46993
2	37317	38149	41305	43317	45328	47340	49351
3	38635	39554	42970	45155	47340	49525	51710
4	39953	40959	44635	46993	49351	51710	54068
5	41271	42363	46299	48831	51363	53895	56426
6	42589	43768	47964	50669	53374	56080	58785
7	43906	45172	49629	52507	55386	58264	61143
8	45224	46577	51294	54345	57397	60449	63501
9	46542	47981	52958	56184	59409	62634	65860
10	48860	49386	54623	58022	61420	64819	68218

**BOWLING GREEN EDUCATION ASSOCIATION SALARY SCHEDULE
2013-2014**

**(Employees Grandfathered prior to July 1, 2013) Appendix D-4
Base \$33,036**

	Non-Degree	BA	BA+15	150 Hrs	MA	MA+15	MA+30	MA+45 Spec.	MA+60 Spec.+15 PhD/EdD
STEP 0	28576	33036	33664	34291	36174	37760	39346	40932	42517
STEP 1	29732	34291	35002	35712	37760	39511	41262	43013	44764
STEP 2	30889	35547	36340	37132	39346	41262	43178	45094	47010
STEP 3	32045	36802	37678	38553	40932	43013	45094	47175	49257
STEP 4	33201	38057	39016	39974	42517	44764	47010	49257	51503
STEP 5	34357	39313	40353	41394	44103	46515	48926	51338	53750
STEP 6		40568	41691	42815	45689	48266	50842	53419	55996
STEP 7		41824	43029	44235	47275	50017	52758	55500	58242
STEP 8		43079	44367	45656	48860	51767	54675	57582	60489
STEP 9		44334	45705	47076	50446	53518	56591	59663	62735
STEP 10		45590	47043	48497	52032	55269	58507	61744	64982
STEP 11		46845	48381	49917	53617	57020	60423	63826	67228
STEP 12		48100	49719	51338	55203	58771	62339	65907	69475
STEP 13				52758	56789	60522	64255	67988	71721
STEP 14					58375	62273	66171	70069	73968
STEP 15						64024	68087	72151	76214
STEP 18	36437	49356	51057	54179	59960	65775	70003	74232	78461
STEP 20	37623	50611	52395	55600	61546	67526	71919	76313	80707
STEP 23	38810	51867	53733	57020	63132	69276	73835	78394	82953
STEP 27	39996	53122	55071	58441	64718	71027	75752	80476	85200

**BOWLING GREEN EDUCATION ASSOCIATION SALARY SCHEDULE
2013-2014**

(All Non-Grandfathered Employees hired prior to 2014-15 academic year) Appendix D-5
Base \$33,036

	Non-Degree	BA	BA+15	MA	MA+15	MA+30	Spec.Deg	PhD/EdD
STEP 0	28576	33036	33664	36174	37760	39346	40932	42517
STEP 1	29732	34291	35002	37760	39511	41262	43013	44764
STEP 2	30889	35547	36340	39346	41262	43178	45094	47010
STEP 3	32045	36802	37678	40932	43013	45094	47175	49257
STEP 4	33201	38057	39016	42517	44764	47010	49257	51503
STEP 5	34357	39313	40353	44103	46515	48926	51338	53750
STEP 6		40568	41691	45689	48266	50842	53419	55996
STEP 7		41824	43029	47275	50017	52758	55500	58242
STEP 8		43079	44367	48860	51767	54675	57582	60489
STEP 9		44334	45705	50446	53518	56591	59663	62735
STEP 10		45590	47043	52032	55269	58507	61744	64982
STEP 11		46845	48381	53617	57020	60423	63826	67228
STEP 12		48100	49719	55203	58771	62339	65907	69475
STEP 13				56789	60522	64255	67988	71721
STEP 14				58375	62273	66171	70069	73968
STEP 15					64024	68087	72151	76214
STEP 18	36437	49356	51057	59960	65775	70003	74232	78461
STEP 20	37623	50611	52395	61546	67526	71919	76313	80707
STEP 23	38810	51867	53733	63132	69276	73835	78394	82953
STEP 27	39996	53122	55071	64718	71027	75752	80476	85200

CERTIFICATED/LICENSED SALARY SCHEDULE INDEX 2013-14

(All Non-Grandfathered Employees) Appendix D-6

	Non-Degree	BA	BA+15	MA	MA+15	MA+30	Spec.	PhD/EdD
STEP 0	0.8650	1.0000	1.0190	1.0950	1.1430	1.1910	1.2390	1.2870
STEP 1	0.9000	1.0380	1.0595	1.1430	1.1960	1.2490	1.3020	1.3550
STEP 2	0.9350	1.0760	1.1000	1.1910	1.2490	1.3070	1.3650	1.4230
STEP 3	0.9700	1.1140	1.1405	1.2390	1.3020	1.3650	1.4280	1.4910
STEP 4	1.0050	1.1520	1.1810	1.2870	1.3550	1.4230	1.4910	1.5590
STEP 5	1.0400	1.1900	1.2215	1.3350	1.4080	1.4810	1.5540	1.6270
STEP 6		1.2280	1.2620	1.3830	1.4610	1.5390	1.6170	1.6950
STEP 7		1.2660	1.3025	1.4310	1.5140	1.5970	1.6800	1.7630
STEP 8		1.3040	1.3430	1.4790	1.5670	1.6550	1.7430	1.8310
STEP 9		1.3420	1.3835	1.5270	1.6200	1.7130	1.8060	1.8990
STEP 10		1.3800	1.4240	1.5750	1.6730	1.7710	1.8690	1.9670
STEP 11		1.4180	1.4645	1.6230	1.7260	1.8290	1.9320	2.0350
STEP 12		1.4560	1.5050	1.6710	1.7790	1.8870	1.9950	2.1030
STEP 13				1.7190	1.8320	1.9450	2.0580	2.1710
STEP 14				1.7670	1.8850	2.0030	2.1210	2.2390
STEP 15					1.9380	2.0610	2.1840	2.3070
STEP 18	1.0750	1.4940	1.5455	1.8150	1.9910	2.1190	2.2470	2.3750
STEP 20	1.1100	1.5320	1.5860	1.8630	2.0440	2.1770	2.3100	2.4430
STEP 23	1.1450	1.5700	1.6265	1.9110	2.0970	2.2350	2.3730	2.5110
STEP 27	1.1800	1.6080	1.6670	1.9590	2.1500	2.2930	2.4360	2.5790

Level Sport/Activity	Position	Index of Entry Level BS/0 Salary
HIGH SCHOOL:		
Wrestling	Head Coach	0.1650
	Asst. Coach	0.1150
Hockey	9 th Grade Coach	0.1050
	Head Coach	0.1650
	Asst. Coach	0.1150
Track	Head Coach	0.1650
	Asst. Coach	0.1150
Cross Country	Head Coach	0.1300
	Asst. Coach	0.1050
Golf	Head Coach - Boys	0.1150
	Head Coach - Girls	0.1150
Tennis	Head Coach - Boys	0.1150
	Head Coach - Girls	0.1150
Bowling	Head Coach - Boys	0.0425
	Head Coach - Girls	0.0425
Swimming	Head Coach	0.1650
	Asst. Coach	0.1150
Cheerleading	Head Coach – All Seasons	0.1300
	9 th Grade Coach – All Seasons	0.1050
Dance Team	Head Coach	0.0675
Weight Room Supervisor	Fall (Aug, Sept., Oct.)	0.0425
	Winter (Nov., Dec., Jan.)	0.0425
	Spring (Feb., Mar., Apr.)	0.0425
	Summer (May, June, July)	0.0425
Orchestra	Director	0.0825

Level Sport/Activity	Position	Index of Entry Level BS/0 Salary
Marching Band	Director	0.2000
	Asst. Director	0.1250
Instrumental Music	Director	0.0825
Drama	Director	0.0975
Musical	Director	0.0550
	Producer	0.0550
	Director of Acting	0.0550
	Director of Vocal Music	0.0550
	Director of Instr. Music	0.0550
Choral Music	Director	0.0825
Yearbook	Advisor	0.0375
Quiz Bowl	Advisor	0.0375
SAB	Advisor	0.0375
Key Club	Advisor	0.0375
Model United Nations	Advisor	0.0825
Prom	Advisor	0.0225
National Honor Society	Advisor	0.0225
MIDDLE SCHOOL:		
All Sports	Athletic Director	0.200
Football	8 th Grade Coach	0.0875
	7 th Grade Coach	0.0875
Volleyball	8 th Grade Coach	0.0875
	7 th Grade Coach	0.0875
Cross Country	Coach	0.0875
	Coach	0.0875

Level Sport/Activity	Position	Index of Entry Level BS/0 Salary
Wrestling	Coach	0.0875
	Coach	0.0875
Basketball	8 th Grade Coach – Boys	0.0875
	8 th Grade Coach - Girls	0.0875
	7 th Grade Coach – Boys	0.0875
	8 th Grade Coach - Girls	0.0875
Track	Coach	0.0875
	Coach	0.0875
	Coach	0.0875
	Coach	0.0875
Cheerleading	Coach – All Seasons	0.0875
Yearbook	Advisor	0.0300
Quiz Bowl	Advisor	0.0325
Instrumental Music	Advisor	0.0675
Orchestra	Advisor	0.0675
Choral Music	Advisor	0.0675
ELEMENTARY:		
Camp	Counselor	0.0275
Safety Patrol	Advisor	0.0375
DISTRICT:		
Technology	Representatives	0.1350
LPDC	Chair	0.0475

Supplemental Contracts Grandfather Clause:

Those individuals hired under a supplemental for the 2013-2014 school year and returning in the following years who were paid a higher supplemental salary than indicated in this chart will maintain their 2013-2014 supplemental pay rate until such a time as the above schedule pay rate reaches their existing pay rate. At that time any pertinent pay increases will be granted.

Appendix F

CERTIFICATED / LICENSED STAFF COURSE APPROVAL FOR SALARY ADVANCEMENT (Please complete this form before enrolling in course)

Employee Name _____ School _____

Employee # _____ SS# _____ Subject/Grade Level _____

Today's Date _____

Summer Fall or Spring	Date Course Begins	Course Number	Course Title	Hours of Academic Credit** in Semester Hours	Name of Accredited College or University

Describe how these courses are pertinent to your position: _____

**** Academic credit is defined as course work taken from an accredited university designated as academic credit by the university and applicable toward a graduate degree. Enrollment in a degree program is not required. Applicant must provide documentation that these requirements are being met.**

Superintendent Signature: _____ Date: _____

Office Use Only

(See Master Agreement for further details.)

Letter of Understanding

April 25, 2006

Mr. Jeff Nichols
Bowling Green Education Association
c/o Bowling Green City Schools
140 South Grove Street
Bowling Green, Ohio 43402

Re: Professional Standards

Dear Jeff:

In the course of our recent negotiations concerning a new labor agreement, there was discussion concerning Section 4.8, Professionalism, of the agreement. As discussion proceeded, the Board of Education agreed to withdraw its proposal on this Section, subject to the understanding set forth in this letter.

It is understood that the Association will redouble its efforts to encourage its members to observe the professionalism standards set forth in Section 4.8. More particularly, with respect to the issues of dress, manner and conduct, the Association and the Board will jointly commit to high standards and a recognition that teachers serve as important role models for their students. This message will be incorporated into the orientation program for the new teachers and the opening day program for all teachers. Following the opening of school, both the Board and the Association will continue through the Communications Committee and other available forums to emphasize the importance of having teachers observe high standards of dress, manner and conduct and to serve as positive role models for their students.

If this letter accurately reflects our understandings on this issue, please signify your assent by affixing your signature on the line provided below.

For the Bowling Green
City School District

Hugh Caumartin, Superintendent

For the Bowling Green Education
Association

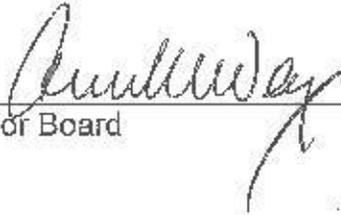
Jeff Nichols, President

Letter of Concurrence

The Board and the BGEA agree that they will evaluate the effectiveness of the late arrival in-service training days, as set forth in Section 4.14(A)(2)(e), following their implementation in the 2014-2015 school year to determine whether the practice should continue in subsequent school years.



For BGEA, PRESIDENT



For Board

