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## **MASTER AGREEMENT**

**BERNE UNION LOCAL BOARD OF EDUCATION  
AND  
BERNE UNION EDUCATION ASSOCIATION**

**JULY 1, 2014 THROUGH JUNE 30, 2017**



## TABLE OF CONTENTS

### BERNE UNION LOCAL SCHOOLS

|   |    |
|---|----|
| Article 1 - Recognition.....  | 1  |
| Article 2 - Bargaining Unit.....                                    | 1  |
| Article 3 - Grievance procedure.....                                | 1  |
| Article 4 - Negotiations Procedure for a Successor Agreement.....   | 5  |
| Article 5 - Internal Complaint Procedure.....                       | 6  |
| Article 6 - Parental Complaint Procedure.....                       | 6  |
| Article 7 - Prohibition Against Public Criticism.....               | 7  |
| Article 8 - Association Rights.....                                 | 7  |
| Article 9 - Management Rights.....                                  | 9  |
| Article 10 - Professional Evaluation/Staff Development Program..... | 9  |
| Article 11 - Individual Contracts.....                              | 16 |
| Article 12 - Class Size.....  | 17 |
| Article 13 - Academic Freedom.....                                  | 18 |
| Article 14 - Reduction in Force.....                                | 18 |
| Article 15 - Notification and Postage of Vacancies.....             | 21 |
| Article 16 - Personnel File.....                                    | 22 |
| Article 17 - Chronic Communicable Diseases.....                     | 23 |
| Article 18 - Teaching Conditions.....                               | 23 |
| Article 19 – Mentor Facilitator.....                                | 24 |
| Article 20 - Pay Practices.....                                     | 26 |
| Article 21 - Regular Salaries.....                                  | 30 |
| Article 22 - Leaves of Absence.....                                 | 31 |
| Article 23 - Sick Leave Bank.....                                   | 38 |
| Article 24 - Tuition Reimbursement.....                             | 39 |
| Article 25 - STRS Pick-up; Salary Reduction Method.....             | 40 |
| Article 26 - Supplemental Salary.....                               | 42 |
| Article 27 - Attendance Incentive Plan.....                         | 43 |
| Article 28 - Insurance.....   | 44 |
| Article 29 - Retirement Pay.....                                    | 46 |
| Article 30 - Drug Free Workplace Act Compliance.....                | 47 |

|  |                                     |
|--|-------------------------------------|
| Article 31 – Legislative Action.....           | 48                                  |
| Article 32 – Rehiring of Retired Teachers..... | 48                                  |
| Article 33 – Dual Enrollment.....              | 49                                  |
| Article 34 - General Provisions.....           | <b>Error! Bookmark not defined.</b> |
| Appendix A – Salary Schedule 2014 - 2015.....  | 52                                  |
| Appendix B – Salary Schedule 2015 - 2016.....  | 53                                  |
| Appendix C – Supplemental Salary.....          | 54                                  |
| Appendix D – Grievance Form.....               | 59                                  |
| Appendix E – Evaluation Forms.....             | 61                                  |
| Appendix F – Schedule of Benefits.....         | 91                                  |

## **ARTICLE 1**

### **RECOGNITION**

The Berne Union Board of Education, hereinafter referred to as the "Board", recognizes the Berne Union Education Association (BUEA), Central Ohio Education Association (COEA), Ohio Education Association (OEA), and National Education Association (NEA), hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of certificated employees of the Board defined in Article 2 of this Agreement.

## **ARTICLE 2**

### **BARGAINING UNIT**

For the purposes of recognition and negotiations, the bargaining unit shall be defined as certificated regular, full-time and part-time employees, including classroom teachers, pre-school teachers, speech pathologists, technology coordinator, guidance counselors, librarians, and tutors contracted to work more than five (5) hours per day for at least one hundred twenty (120) days per year and substitutes who work at least one hundred twenty (120) consecutive days. Tutors and substitutes shall be exempt from the evaluation and nonrenewal requirements of this agreement. Bargaining unit members shall hereinafter be referred to as teacher(s) or certificated employee(s).

Excluded from the unit are substitutes and hourly paid tutors who do not qualify for inclusion per paragraph 1, Superintendent, Principals, Assistant Principals, and other supervisory, administrative and confidential certificated employees as defined in ORC 4117.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **A. GENERAL**

A grievance is an alleged violation, misinterpretation, or misapplication of a provision in this Agreement.

1. A grievant may be a teacher or the Association alleging the grievance.
2. A day shall mean a scheduled work day for teachers.
3. No reprisal or recrimination shall be taken against any teacher for using this grievance procedure.

4. The Association has the right to have a representative present at all hearings provided for in this procedure.
5. A teacher has the right to have an Association representative present at all hearings provided for in this procedure.
6. Time limits stated are maximum and can only be extended by written mutual agreement of the parties.
7. A grievance may be withdrawn at any time without prejudice.
8. The grievant may be present at all hearings provided for in this procedure, except for a grievance filed by the Association.
9. Failure of the grievant to comply with timelines may be cause for the grievance to be dismissed.
10. Failure of an administrator to comply with timelines will be cause for the grievance to advance to the next level of the procedure.

**B. PROCEDURAL STEPS**

**1. Initial Filing**

Within twenty-one (21) working days of the time the grievant knew or should have known of the event or action giving rise to the grievance, a grievance may be filed on an official grievance form. Said form shall provide for a statement of the grievance, relief sought, and signature of the grievant. See Appendix D for the Grievance Form. A grievance filed by the Association must be signed by the Association President.

If the grievant is an individual, the grievance shall be filed with his/her principal. All other grievances shall be filed with the Superintendent.

**2. Principal's Level**

If the subject of the grievance is not within the authority of the principal to resolve, he/she shall so note and sign on the grievance form and provide copies to the grievant, Association President, and Superintendent within five (5) days of the filing. Such shall be cause for the grievance to be processed at the Superintendent's level as hereinafter provided.

If the subject of the grievance is within the authority of the principal to resolve, the principal shall arrange a hearing within ten (10) days of the filing of the grievance. The hearing shall be at a time that is mutually agreed to by the

principal and the Association President or his/her designee. The purpose of the hearing is to discuss the grievance and attempt to resolve the matter, if possible.

Within fifteen (15) days of the filing, the principal shall attach his/her response to the grievance and provide copies of said response to the Superintendent, Association President, and grievant.

If the grievant is not satisfied with the principal's response, the grievant may request the grievance to be moved to the Superintendent's level within twenty (20) days of the initial filing.

**3. Superintendent's Level**

Within five (5) days of receipt of the grievance and in no case more than twenty-five (25) days after the initial filing of the grievance, the Superintendent shall arrange and conduct a hearing in the same manner and for the same purpose as set forth for the principal's level.

Within five (5) days after the hearing, and in no case more than thirty (30) days after the initial filing of the grievance, the Superintendent shall provide his/her written response to the grievance to the grievant, with a copy to the Association President.

**4. Board's Level**

If the Superintendent's response does not satisfactorily resolve the grievance, the Association may appeal the grievance to the Board within five (5) working days of the Superintendent's response. The written notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board in executive session. The purpose of the hearing is to present the grievance and attempt to resolve the matter, if possible.

Within ten (10) days of the hearing, the Board shall send its written decision regarding the grievance to the Association President.

**5. Mediation**

If the grievance is not resolved at the Board level, the Association may request mediation. Such mediation shall be conducted under the auspices of the Federal Mediation and Conciliation Services with a mutually agreed upon mediator.

**6. Arbitration**

If the mediation does not satisfactorily resolve the grievance, the Association may submit the grievance to arbitration in keeping with the following provisions. Said notice shall be within ten (10) days of receipt of the Board's response.

- a. The Association may submit a demand for arbitration to the American Arbitration Association (AAA) to obtain an arbitrator in keeping with its voluntary rules and regulations.
- b. The arbitrator shall hold hearings to obtain facts and information necessary to make his/her findings. The arbitrator's authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to by both parties. The arbitrator shall be without authority to add to, amend, modify, delete, or abridge any term of this agreement
- c. Appeals of nonrenewals
  - 1) Bargaining unit members may appeal the Board's affirmation of its intent to nonrenew to arbitration within thirty (30) days of the issuance of the notice.
  - 2) The arbitrator shall be limited to the determination of procedural errors and to ordering the correction of procedural errors up to the issuance of an additional limited contract of one (1) year.
  - 3) The arbitrator may order the Board to reemploy a bargaining unit member only if he/she determines that:
    - a) The required evaluation procedures have not been complied with, or:
    - b) The Board has not given the teacher written notice of nonrenewal on or before April 30.
  - 4) The determination to employ or not reemploy a teacher is solely the Board's determination and not a proper subject of arbitral review.
  - 5) Except for procedural matters, no decision of the Board to not reemploy a teacher shall be invalidated by the arbitrator on any basis, including that the decision was not warranted by any statement regarding the circumstances that led to the Board's intention not to reemploy.
- d. The decision of the arbitrator shall be final and binding upon the parties.

The costs of the arbitrator and hearing shall be borne equally by the parties.

#### **ARTICLE 4**

##### **NEGOTIATIONS PROCEDURE FOR A SUCCESSOR AGREEMENT**

###### **A. SCOPE OF NEGOTIATIONS**

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

###### **B. ALTERNATE DISPUTE RESOLUTION PROCEDURE**

The following alternate dispute resolution procedure shall supersede and take the place of the dispute resolution procedure contained in Ohio Revised Code Section 4117.14 (C) (2) through (D) (1).

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a Tentative Agreement and submitted to the Association and Board for approval. Following approval by the Association and Board, a contract shall be entered into by both parties. The Association and the Board agree to abide by the terms of the Agreement. The final Agreement, as adopted by the Board and ratified by the Association, will be duplicated and presented to each unit member. The cost of such duplications, including labor and materials, shall be borne equally by the Board and the Association.

In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. In the event that the services of a mediator are called upon, the mediation process will last twenty-one (21) calendar days from assignment of a mediator and the expiration date of the contract, whichever is less.

Within forty-five (45) days prior to the expiration of the contract, the parties by mutual agreement may agree to another alternate dispute resolution procedure. Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board.

## **ARTICLE 5**

### **INTERNAL COMPLAINT PROCEDURE**

If a unit member has a complaint or concern regarding a Board policy, administrative procedure or practice, and such is not subject to the grievance procedure in this Agreement, said unit member shall have the right to the following:

- A. The matter should be first discussed with the Principal or immediate administrative supervisor.
- B. If the concern is not resolved in discussion with the Principal, the concerned unit member may arrange a meeting with the Superintendent in an effort to resolve the matter. The Superintendent may arrange to have the unit member's principal or immediate supervisor at the meeting. If this is the case, the Superintendent shall notify the unit member of such an arrangement at least twenty-four (24) hours in advance of the scheduled meeting.
- C. If, after meeting with the Superintendent, the matter is not resolved, the unit member may request a meeting with the Board to discuss the matter.

A unit member may have an Association representative at any meetings provided under this Article.

## **ARTICLE 6**

### **PARENTAL COMPLAINT PROCEDURE**

If a parent or any other member of the public has a complaint or concern regarding a unit member, the complainant shall be directed to use the following procedure:

- A. Discuss the concerns with the unit member(s) directly involved.
- B. If after contacting the unit member the concern is not resolved, the complainant shall be directed by the unit member to the immediate supervisor.
- C. If appropriate, the administrator and unit member shall attempt to resolve the complainant's concern.
- D. If a satisfactory solution is not agreed upon, the complainant shall obtain and complete the adopted citizen participation form which will be forwarded to the Superintendent.
- E. The Superintendent will consult with all parties involved and schedule a meeting to address the concern.

- F. If necessary, the Superintendent will then schedule a meeting with a Board committee to discuss the concern and if necessary, recommend a solution to the Board of Education.
- G. If, after meeting with the Board committee, the complainant desires to be placed on the agenda for the regular Board meeting, the complainant must contact the Superintendent or Treasurer. This may be done by calling 746-8341 between 8:00 a.m. and 4:30 p.m. Monday through Friday.
- H. Except in situations of serious misconduct that may warrant the unit member's immediate removal from duty, in no case shall such complaint be grounds for action or reprimands or discipline against a unit member without the unit member having prior notice that would allow a minimum of seven (7) calendar days for the unit member to attempt to resolve the concern or provide information on the issue to the administration.

Reprimands and/or disciplinary action shall not be arbitrary or capricious. A unit member may have an Association representative at all meetings provided under this Article. There shall be no retaliation against the complainant or his/her family.

## **ARTICLE 7**

### **PROHIBITION AGAINST PUBLIC CRITICISM**

- A. Any criticism of a teacher by members of the Board or administration shall be made in confidence. Any criticism of member(s) of the Board, administration, or other school employees by members of the bargaining unit shall be made in confidence.
- B. Teachers shall have the right to have a representative present at any disciplinary conference.

## **ARTICLE 8**

### **ASSOCIATION RIGHTS**

The Association shall be granted the following exclusive teacher organization rights as the bargaining agent for teachers:

- A. Use of school bulletin boards in the teacher's lounge or preparation area, school mail and teachers' mail boxes.
- B. Use of school buildings in accordance with regulations established by the Board.
- C. Making brief announcements up to a maximum of five (5) minutes at the conclusion of any faculty meeting of the school year. The Association may request the administrators to leave during these announcements.

- D. The Association President shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement and adopted budget.
- E. The Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.
- F. The Board shall make payroll deduction of the Association dues and assessments in accordance with Article 20 of this Agreement
- G. Representatives of the Association shall, as a group, be granted a total of five (5) days release time per year to attend the annual OEA convention, meetings, conferences or SERB hearings. The Board agrees to provide substitutes in their absence and continue the salary and benefits for those days. Requests for said leave shall be made on the prescribed form and submitted to the Superintendent at least ten (10) days in advance, except in cases of emergency.
- H. The Board shall provide the Association with the names of newly hired teachers and shall send the Association a copy of each notice of recall from layoff.
- I. Board minutes shall be sent to the Association president via interschool mail.
- J. The Superintendent shall send an advance copy of the agenda for each Board meeting to the Association president including material received by the Board that is intended for public discussion and review deemed appropriate by the Superintendent. Such material shall be sent at the same time said material is sent to the Board.
- K. The Association shall have the right to address the Board during public discussion at any regular Board meeting. The Association will be granted a reasonable amount of time as determined by the Board President to address the Board.
- L. Inclusion of Board Policy JECB #7: In compliance with State Law, a student is exempt from paying tuition in grades K-12 when his or her parent is a full-time employee of the district. Any such policy shall take effect on the first day of the school year and the effective date of any amendment or repeal may not be prior to the first day of the subsequent school year. The policy shall be uniformly applied to all such children and shall provide for the admission of any such student upon request of the parent(s). No student may be admitted under this policy after the first day of classes of any school year.

## ARTICLE 9

### MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States.

The Board recognized and agrees to abide by the express terms of this Contract.

## ARTICLE 10

### EVALUATION

#### PART A

The purpose of this procedure is to assist a unit member in improving his/her effectiveness and the Board in evaluating the unit member's effectiveness. This Article shall be consistent with statutory provisions regarding evaluations and the Ohio Teacher Evaluation System (OTES) Framework.

#### A. Definitions

##### 1. Evaluation

A written summary of the unit member's performance based upon formal and information observations and other means of gathering evidence regarding the components on the Evaluation Rubric, that are evidenced by the Ohio Educators Standards. Each evaluation shall be preceded by at least two (2) formal observations and at least two (2) walkthroughs, but not to exceed five (5) annual walkthroughs, with no more than four (4) per semester.

##### 2. Formal Observation

The worksite observations consisting of not less than thirty (30) consecutive minutes that leads to a written evaluation.

##### 3. Informal Observation/Walkthroughs

All other observations pertaining to the unit member's assigned responsibilities and duties. Walkthroughs shall be no more than ten (10) Minutes. Walkthroughs should not disrupt the class and will not be used for harassment. Unit members may request additional walkthroughs.

##### 4. Summative Evaluation Conference

The conference between the evaluator and the unit member which occurs after all formal observations and walkthroughs have been completed for the year. At this conference, which shall take place not later than May 10<sup>th</sup>, the evaluator will share the written evaluation summary with the unit member.

5. Pre-Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the Unit Member. At this meeting, the Unit Member shall provide evidence for the work to be observed by submitting Pre-Observation form C in Appendix E of this Negotiated Agreement.

6. Post Observation Conference

A conference between the evaluator and the unit member following each observation at which the evaluator shares with the unit member the information obtained through the observation.

7. Student Growth Measures

Student Growth Measure (SGM) is defined as tools for assessment that are 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).

B. Guidelines

1. Except as provided below, each unit member will be evaluated one (1) time per year. Each evaluation shall consist of not less than two (2) formal observations of not less than thirty (30) consecutive minutes each and at least two (2) walkthroughs. The formal observations shall be scheduled.
2. Each unit member whose contract is due to expire at the end of that school year and who is under consideration for nonrenewal shall be formally observed not less than three (3) times. All of the formal observations shall be scheduled.
3. Unit members who have been rated "Accomplished" on their most recent evaluation shall be evaluated once every third year, as long as the teacher's student academic growth measure for the most recent school year for which date is available is average or higher as determined by the Ohio Department of Education.

4. Unit members who have been rated “Skilled” shall be evaluated every two years as long as the teacher’s academic growth measure for the most recent school year for which data is available is average or higher, as determined by the ODE.
5. In any year in which a teacher who has not been formally evaluated as a result of attaining a rating of Accomplished or Skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
6. Unit members who have been on leave for fifty percent (50%) or more of the school year, or who has submitted notice of retirement on or before Dec. 1 of the school year need not be evaluated in that school year.
7. Formal observations shall not be conducted on the day before or after a scheduled holiday or school break, on the day after an absence, on the first day of a semester class, or on the last day of a marking period.
8.
  - a. At the evaluation conference, the evaluator shall suggest resources available, if possible within the District, so as to enable the unit member to develop and implement any skills noted as “Ineffective”.
  - b. A follow-up conference, if either the unit member or the evaluator requests one, shall be scheduled at a mutually agreeable time.
  - c. The timeframe for assessing the progress of the unit member and the method of determination of the member’s improvement shall be noted on the Improvement Plan and initialed by the evaluator and the unit member.
  - d. The purpose of the conference shall be to discuss the unit member’s progress and/or to provide additional resources if warranted. Either party may request this conference.
9. If any areas of improvement (i.e., “ineffective”) are noted on the observation form, those weaknesses shall be supported by specific written comments, and specific written suggestions for bringing about improvement in the areas noted.
10. The unit member shall be evaluated by his/her designated credentialed administrator, unless another District administrator or credentialed evaluator is selected by the Superintendent or the unit member being evaluated if the unit member has been shown to have above expected student growth. In a “high-stakes” year, the credentialed building administrator shall perform the evaluation unless extenuating circumstances make it impossible. In such an instance, the Superintendent or designee will assign a credentialed evaluator with input from the unit member.

11. The unit member may request an additional observation to be conducted by another credentialed District administrator or other credentialed evaluator selected by the mutual agreement of the Superintendent and the unit member being evaluated.
12. A unit member may provide additional commentaries or evidence on their performance by non-employer observers, which the evaluator may consider in its decisions regarding the unit member's employment status.
13. The results of any student/parent/community assessment or survey shall not be used in any manner to evaluate bargaining unit members.

C. Procedure

1. Pre-observation conferences between the unit member and the credentialed evaluator shall be scheduled within three (3) working days of the observation and held within the teacher workday unless an alternate time is agreed to by the member.
2. Any scheduled formal observations shall be arranged at least three (3) workdays in advance, unless the evaluator and the unit member mutually agree otherwise.
3. All formal observations shall be a minimum of thirty (30) minutes in duration.
4. All formal observations of a unit member's work performance shall be in full open view of the unit member.
5. There shall be an evaluation conference held within five (5) workdays of any formal observation, unless an extension of the timeline is necessitated by extenuating circumstances and agreed to by the member. This meeting shall be held within the teacher workday unless an alternate time is agreed to by the member.
6. All observations shall be completed by May 1st. All written evaluations shall be completed and presented to the unit member by May 10<sup>th</sup>.
7. All evaluation forms shall be dated and signed by the unit member. Such signature shall not necessarily indicate agreement with the evaluation.
8. A unit member shall be given a copy of any written evaluation before it is placed in the unit member's file.

9. Unit members shall be permitted to affix comments to any evaluation form within fifteen (15) workdays of the evaluation conference.
10. There shall be three (3) copies of the evaluation summary: one (1) for the unit member, one (1) for the Employer, and one (1) for the file.
11. The current evaluation instrument is attached hereto as Appendix E.
12. The contents of an evaluation shall not be subject to the grievance procedure.
13. All procedures in Sections B and C of this article must be followed by the Employer prior to non-renewal of any limited contract.

The failure of the employer to evaluate a unit member in a given year shall mean that said unit member's work performance has been satisfactory for that particular year.

D. Timelines for Formal Observations

1. If only two (2) observations are required:

1<sup>st</sup> formal observation by December 10<sup>th</sup>  
2<sup>nd</sup> formal observation by April 15<sup>th</sup>

If three (3) observations are required:

1<sup>ST</sup> formal observation by December 10<sup>th</sup>  
2<sup>nd</sup> formal observation by March 1st  
3<sup>rd</sup> formal observation by May 1<sup>st</sup>

While these observation dates are directory rather than mandatory in nature, in no event shall there be less than four (4) weeks between observations.

2. These timelines and prescribed time between observations may be modified in the event that absence of the evaluator or the unit member precludes the timelines from being met, or in the event of mutual agreement between the evaluator and the unit member.
3. If the evaluation conference takes place more than ten (10) workdays after the formal observation, the unit member may request that a new observation take place.

Committee For Teacher Evaluation

The Association and the Board agree to establish a joint evaluation committee for the purpose of assessing and making recommendations concerning the evaluation policy, procedures, and the

instrument used for the evaluation of unit members. This committee will also be charged with assessing and making recommendations concerning the many aspects of the student growth measure (SGMs) and assisting in providing professional development on SGMs for the unit members.

A sub-group of the Committee comprised of the Association members and advised by the Curriculum Director will review and approve SLOs for unit member use.

The committee shall be comprised of six (6) Association members appointed by the Association President (or Co-Presidents) and two (2) members appointed by the Board or its designee.

The committee shall be chaired jointly by an Association committee member and a committee member appointed by the administration. All decisions of the committee shall be achieved by Consensus (meaning a majority of members are in agreement and the other members agree to be bound by the majority's decision).

Members of the committee may receive release time for committee work and for training, provided that such release time is pre-approved by the Superintendent or designee. All training shall follow the practice development procedure. Members of the committee shall receive compensation for work performed outside of the contractual work day, provided that any such work is pre-approved by the Superintendent or designee.

The committee may utilize consultants (2) as it deems necessary, provided that any cost associated with the use of a consultant must be pre-approved by the Superintendent or designee.

The parameters for the use of student growth measures shall be consistent with law. Any changes in the weighted percentages regarding the use of various student growth measures will not be undertaken by the Board without input from the committee.

To the extent any changes recommended by the committee are subjects about which the parties are required to bargain, such changes must be ratified by the membership and the Board.

## **PART B**

Any Bargaining Unit Member whose job requirements fall outside the OTES framework shall be evaluated using the following evaluation procedure.

### **A. PERFORMANCE REVIEW**

The Performance Review cycle step provides for a systematic assessment of the unit member's professional performance. The evaluator will be the Principal or the Assistant Principal.

The Performance Review cycle will provide for a description of strengths and/or deficiencies and allow ample time for remediation. If the work of the unit member has been observed as deficient, the evaluator must identify the area(s) of weakness and develop a written Plan of Assistance and assist the unit member to improve. The evaluator must communicate such

written deficiencies in a conference with the unit member no later than five (5) working days after such deficiencies were observed. Within five (5) working days of the deficiency conference, the unit member will be given a written plan of assistance indicating a reasonable and specified amount of time to show improvement. The unit member will be observed again at the end of the specified time period. The implementation of Plan of Assistance shall not require out-of-pocket expense for the unit member unless otherwise mutually agreed.

The time line for the Performance Review is as follows:

1. Distribution of the Performance Review instrument – at the building-level beginning of the year staff meeting.
2. Pre-Performance Review Form and Conference – This is a conference between the unit member and evaluator to discuss expectations for the comprehensive evaluation. This will be done by October 15.
3. First observation and conference – The evaluator will be in to observe the unit member followed by a conference within five (5) working days. At the conference a written observation form will be shared with the unit member. This is to be accomplished between the dates of October 16 and November 30. This observation will be scheduled with advance notice to the teacher as agreed to between the unit member and the observer.
4. Second observation and conference – The evaluator will be in to observe the unit member followed by a conference within five (5) working days. At the conference a written observation form will be shared with the unit member. This is to be accomplished between the dates of January 16 and April 1.
5. Either the unit member or the evaluator shall have the right to cause additional observations, upon request, as described in (3) and (4) above with a maximum of five (5) total such observations and conferences.
6. The Evaluation Performance Review form will be completed and shared with the unit member within five (5) days of the last observation conference as described in (4) above, yet no later than April 30. The evaluator will check the appropriate contract recommendation on the cover sheet before turning in the evaluation packet to the Superintendent.
7. All observations and evaluations are the responsibility of the Administration and are to be conducted in an open, fair and uniform manner. Observations are to last from at least twenty-five (25) to a maximum of forty-five (45) consecutive minutes or for a scheduled period.

B. FORMS

All forms referred to herein are in Appendix E

## ARTICLE 11

### INDIVIDUAL CONTRACTS

#### **A. CONTRACT STATUS: LIMITED**

The contractual procedures for the employment and reemployment of limited contract status shall be as follows:

1. All teachers new to the district shall be initially granted a one (1) year limited contract and, if renewed, another one (1) year limited contract.
2. All teachers who have successfully completed two (2) years (two one [1] year limited contracts) of teaching in the district shall, upon the recommendation of the Superintendent, be considered for reemployment under the following contract options:
  - a. A one (1) year limited contract;
  - b. A three (3) year limited contract.

Upon successful completion of the third one (1) year contract under option a. above, the teacher shall be granted a three (3) year limited contract unless he/she elects to receive a one (1) year limited contract.

3. All teachers who have successfully completed a three (3) year limited contract and who have been recommended by the Superintendent, if reemployed by the Board, shall be granted a three (3) year limited contract unless he/she elects to receive a one (1) year limited contract. The five (5) year limited contract is grandfathered.

Upon successful completion of the third one (1) year contract requested by the teacher under this paragraph (3), the teacher shall be granted a three (3) year limited contract.

4. Teachers currently issued five (5) year limited contracts, recommended for additional limited contract, shall be issued a five (5) year limited contract.

#### **B. Continuing contracts shall be issued in keeping with the provisions of the Ohio Revised Code.**

**C. NONRENEWAL OF LIMITED CONTRACTS**

1. Where specifically stated, the procedures contained within this master contract form the entire agreement between the parties regarding the renewal/nonrenewal of bargaining unit members on limited contracts. It is the intent of the parties that these provisions supersede any and all conflicting sections of the Ohio Revised Code.
2. Written notice of resignations given to the local Superintendent prior to July 10 will automatically be effective without the approval of the Board. Written resignations received after July 10 must be approved by the local Superintendent and acted upon by the Board before it becomes effective.

**ARTICLE 12**

**CLASS SIZE**

- A. A Bargaining Unit Member receives one hundred sixty dollars (\$160.00) per student if a class exceeds the following limits:

Grades 5-12 - 160 students per day  
Grades K-4 - 25 students per day

1. Should the average daily membership ("ADM") of a bargaining unit member exceed twenty-five (25) pupils per day in the elementary grades K-4, one hundred sixty (160) pupils per day in grades 5-12 for a school year, the bargaining unit member shall receive a onetime bonus of one hundred sixty dollars (\$160.00) per pupil over the limits above.
  - a. Class sizes are based on average daily enrollment calculations and shall be determined from year-end attendance forms.
2. **Elementary school (grades 1-4)** Pupils who are assigned to the bargaining unit member for less than fifty percent (50%) of each day shall not be included in average daily enrollment calculations.
3. Activity classes such as art, music, physical education, keyboarding and other similar courses shall be exempt from the provisions of this article.
4. Compensation for teachers in grades 1-8 with Board employed certified/licensed Intervention Specialist will be calculated based upon unaided instructional time for students over the specified limits. Whenever a certified/licensed Intervention Specialist is available to work in a class, compensation under this article will not be due. When a certified/license Intervention Specialist is assigned to work with

a particular student in the class (Grades 1-4), that student will not be counted for purposes of this article.

5. Intervention specialists would be compensated for the number of students over state guidelines

## **ARTICLE 13**

### **ACADEMIC FREEDOM**

It is recognized that a teacher in the Berne Union Local School District has the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage a broad and complete understanding by students of the educational subject matter. Such rights shall be exercised within the bounds of professional responsibility and Board adopted policy and curriculum. Student grades are to be determined by the teacher of record. Any change of a student's grade by the Administration shall be appealable utilizing the Grievance Procedure up through the Board's level.

## **ARTICLE 14**

### **REDUCTION IN FORCE**

When the Board determines that it is necessary to reduce the number of teacher positions, reduction may be made by suspension of contract. A RIF may occur for the following reasons: (a) decrease in pupil enrollment, (b) suspension of school or territorial changes, (c) return to duty of a teacher from a leave of absence, (d) when financial conditions will not support state mandated programs or expenditures.

#### **A. PROCEDURES FOR REDUCTION**

1. If the Board effects a reduction in force, staff reduction shall be by suspension of teachers' contracts. Such contract suspension shall comply with Section 3319.17, Ohio Revised Code. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts in all cases.
2. The Association will be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to what teacher(s) shall be suspended.
3. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.
4. Non-tenured teachers holding temporary certification will be the first suspended.

5. Fully certificated teachers who hold limited contracts will be the next suspended.
6. Unit members to be RIFed are those with the least District seniority in the certificate and job assignment affected, except as restricted by the evaluation rating outlined below.
7. The unit member so identified shall then replace the lowest senior person on the seniority list in that area of certification for which the unit member is qualified, provided the evaluation requirements outlined below are met.
8. In case the unit member so identified has more than one area of certification, the unit member may replace the lowest senior person in another area of his/her certification, provided the evaluation requirements outlined below are met.
9. Reductions shall be made by the Superintendent in those areas of certification/licensure commended for reduction shall be as follows:
  - a.) Those limited contract teachers with an evaluation rating of “ineffective” shall be suspended first.
  - b.) Teachers with a limited contract and an evaluation rating of “developing” and who have an improvement plan shall be suspended next.
  - c.) Teachers with a limited contract and an evaluation rating of “developing” without an improvement plan shall be suspended next.
  - d.) Teachers with a limited contract and an evaluation rating of “skilled” with an improvement plan or “developing” without an improvement plan shall be considered “comparable” for the purposes of RIF, such that those teachers with these evaluation ratings and having the least seniority will be the next to be suspended.
  - e.) For the school years 2014-15, 2015-16, and 2016-17, evaluation ratings for the purposes of RIF and recall shall only include the principal’s evaluation rating and shall not include the student growth calculations (including value-added data)
10. If additional reductions are necessary, it shall be done through seniority as herein defined.
11. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force and who meets evaluation requirements as defined above, shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days

of notification of the layoff. A member displaced according to this section has the same displacement rights vis-à-vis any less senior member.

**B. SENIORITY**

1. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:
  - a. Total years of continuous service with the school district.
  - b. Total years of teaching experience in Ohio.
  - c. Amount of training in subject area of field. Amount of training shall mean number of college credit hours beyond the Bachelor's Degree.
2. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave, and all time during suspension of contract due to reduction in force. An unpaid leave of absence shall not constitute a break in continuous service; however, time on such leave shall not count as service time for seniority.
3. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to nonrenewal or termination of contract.

**C. RECALL RIGHTS**

Teachers whose contracts have been suspended in accordance with this Article because of reduction in force, shall have rights to recall as follows:

1. All rights provided in this provision for teachers on recall status shall be limited to thirty-six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the employee being laid off. However, a teacher suspended with an evaluation rating of “ineffective” shall not be placed on the RIF list and shall not be recalled.
2. Teachers whose contracts were suspended pursuant to this Article shall be recalled in reverse order of layoff to positions for which they hold a proper certificate however, a bargaining unit member on recall shall not have the right to bump or otherwise replace a bargaining unit member based upon a certificate/license obtained after the effective date of his/her layoff.
3. Teachers on recall status shall have the Superintendent informed of their current address, name change and telephone number. Notification on recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days from the date on which such notice is postmarked shall remove the teacher from recall status.

**D. NOTICE OF CONTRACT SUSPENSION**

When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he/she shall give notice of such intent to the Association President fifteen (15) calendar days prior to Board action. A seniority list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment, followed by all nontenured teachers in the District in a like manner. The Association President shall be supplied a copy of this list and each update upon request.

**E. MISCELLANEOUS**

A teacher on layoff due to a reduction in staff shall be eligible to participate in group insurance programs provided to teachers for a period of eighteen (18) months following his or her last actual work day, by the teacher making payment of the total monthly premium for such coverage. Such payments must be submitted as per schedule set by the Treasurer.

**ARTICLE 15**

**NOTIFICATION AND POSTING OF VACANCIES**

1. For any bargaining unit positions that are to be filled, an announcement of that position shall be posted by e-mail to all employees and posted on the district website as soon as possible after the Board's decision to fill the position. Said position shall not be filled until the notice has been posted for at least five (5) working days. All teachers who have notified the Superintendent per Section B. below shall be notified by mail.

The Board reserves the right to fill or not fill any vacant position. When the Board decides to fill a vacancy, it shall have the sole right to determine the best qualified individual. Factors to be considered in filling positions shall include, but are not limited to the following:

1. Certification;
  2. Individual qualifications as determined by the Superintendent;
  3. Building staffing needs;
  4. Seniority.
- B. A unit member desiring a transfer to another position, whether or not a vacancy exists, should submit a written request to the Superintendent and to the Principal by March 31. Such written requests shall be reviewed annually and kept on file for one (1) year. Except as limited by this article, the right of assignment of all personnel shall rest with the Superintendent.

## ARTICLE 16

### PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the Central Administration Office and should be locked when not in use.
- B. If the Board receives a request to view a teacher's personnel file, the Board shall attempt to contact the teacher about the request and shall attempt to secure the name, address and phone number of the person making the request and of his/her attorney. The teacher shall be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Board shall not be precluded from following applicable law regarding the release of "public information."
- C. Any change in employee-related status shall be made part of this record. (Change of residence, marital status, degrees, hours of credit, etc.) Each teacher may submit letter(s) of merit which may be placed in his/her personnel file.
- D. The teacher concerned will receive a copy of all material before it is placed in his/her file.
- E. All materials or correspondence placed in the file must be signed by the teacher. This indicates only that the teacher has seen the material and does not indicate agreement or disagreement with the content. In the event the teacher refuses to initial the materials, the administrator shall note the refusal on the document and place the item in the file. Such material shall be part of the official file.
- F. The teacher may write a statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file."
- G. Each teacher may request, in writing, to review the contents of his/her personnel file. Viewings shall be arranged at a time mutually agreeable to the teacher and the Superintendent/designee. The review shall be made in the presence of the Superintendent/designee. The teacher shall have the right to be accompanied by a representative when reviewing his/her file.

If and when a teacher and the Superintendent or his/her designee agree that certain material in the teacher's official file is irrelevant, inappropriate or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.

- H. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.

- I. A unit member may ask for a meeting with the Superintendent to discuss removal of any written record of disciplinary action which has been included in the unit member's personnel file for two years or more. Upon mutual agreement, the document(s) will be removed. Any documents related to or arising out of any incident involving inappropriate conduct with a student or any act of harassment or discrimination or any other conduct that may give rise to legal liability for the school district will be placed in an ancillary file.

## **ARTICLE 17**

### **CHRONIC COMMUNICABLE DISEASES**

No unit member shall be deprived of any legal right or rights under this contract as a result of a chronic communicable disease.

## **ARTICLE 18**

### **TEACHING CONDITIONS**

Unit members employed under regular contract to perform regular duties shall be governed by the following work conditions:

#### **A. REGULAR SCHOOL YEAR**

The regular school year shall consist of one hundred eighty-four (184) days. The regular consecutive duty work day shall not exceed seven (7) hours and fifteen (15) minutes inclusive of the lunch period. Travel time during the school day shall not be considered lunch or conference time. Except in emergencies, the work day may only be extended twice per month by the administration to conduct faculty meetings up to a maximum of one (1) hour each. Attendance at faculty meetings is mandatory provided twenty-four (24) hours' notice is given to the bargaining unit members. Faculty meetings within the work day shall be limited to one (1) per week and shall not deprive bargaining unit members of their two hundred (200) minutes of planning/preparation time. Shared teachers (e.g., Art, Music, Physical Education, etc.) will be assigned to a building administrator who will be responsible for resolving conflicts in scheduling of shared teachers' attendance at mandatory faculty meetings.

- B. Intermediate, middle and senior high unit members employed for a full day shall be assigned one (1) period for nonpupil contact, which shall be devoted to conferences, professional study, lesson preparation, or other such purposes necessary for carrying out the duties of the position. Such time shall be included with the two hundred (200) minutes per week per state minimum standards.

- C. Elementary unit members shall be granted release time from teaching duties during the time special unit members, such as physical education and vocal music, are holding the respective classes. Released time shall be devoted to the conferences, professional study, lesson preparation, or other such purposes necessary for carrying out the duties of the position. Such time shall be included within the two hundred (200) minutes per week per state minimum standards.
- D. Teachers may request keys to their teaching station and shall be allowed to check out keys to the lounge, work areas, interior hallway gates, and outside doors.
- E. The Association shall have the right to make recommendations for the school calendar prior to January 15 of each school year.
- F. All unit members shall have at least a thirty (30) minute, duty free lunch period and a minimum of two hundred (200) minutes per week for planning and preparation as per state minimum standards.
- G. Where possible, unit members shall be provided release time for curriculum committees, student diagnostic conferences, the grading of locally developed or standardized tests, and the analysis of student assessments. Release time shall be provided once each grading period by utilizing a two hour late arrival for students.
- H. Unit members shall not be required to complete reports related to a suspected handicapped child that extends the work day beyond seven (7) hours and fifteen (15) minutes.
- I. Unit members shall not be required to use their planning period or scheduled planning time for substituting for a unit member who is absent.
- J. Calamity Days - unit members will not be required to report to school and they will be paid their regular per diem rate for days school is canceled due to calamity conditions. Unit members will not be paid additionally for made up days required by law.
- K. COEA Day will not be a contract duty day.
- L. Intervention Specialists shall be given release time for the completion of alternative assessments.

## **ARTICLE 19**

### **MENTOR/FACILITATOR**

- A. The district shall provide new teachers with a trained mentor/facilitator who is not the credentialed evaluator. The mentor/facilitator shall be provided release time to allow for consultations and/or observations with the resident educator.

## B. Role of the Mentor/Facilitator

1. The mentor/facilitator shall have a minimum of five (5) consecutive years of teaching experience in the district.
  - a. The mentor/facilitator shall not have a formal evaluation role. The mentor/facilitator's role is to support the growth of the educator through formative tools and practices.
  - b. The mentor/facilitator must be trained to practice as a mentor/facilitator through the Ohio Department of Education Instructional Mentoring Program.
  - c. The mentor/facilitator shall hold a valid teaching certificate/license and shall be assigned to resident educators with the same area of certification/license, or in the same grade band, if possible.
  - d. The mentor/facilitator shall have extensive knowledge of a variety of classroom management and instructional techniques.
  - e. The mentor/facilitator shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.
2. Release Time/Compensation
  - a. Each mentor/facilitator shall be granted release time for direct mentoring and facilitating activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.
  - b. In addition to the mutually agreed upon released time, each mentor shall receive a stipend of \$600 dollars for each resident educator assigned. Each facilitator shall receive a stipend of \$300 for each resident educator assigned. All stipends are to be paid in the first pay in June of that school year.
  - c. The district will pay all training fees required for mentors/facilitators to be trained through the Ohio Department of Education Instructional Mentoring Program.
3. Protections

- a. Other than a notation to the effect that a teacher provided additional service as a mentor/facilitator, the teacher's activities as a mentor/facilitator shall not be part of that staff member's evaluation.
- b. A mentor/facilitator shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor/facilitator shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor/facilitator and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor/facilitator shall constitute grounds for immediate removal from the role as mentor/facilitator.
- e. At any time, the mentor/facilitator or the resident educator may exercise the option to have a new mentor/facilitator assigned to the resident educator. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor/facilitator or the RE. This option may be exercised one (1) times by the mentor/facilitator or the RE.
- f. No data collected through the resident educator/mentor program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.
- g. Should no bargaining unit member submit interest for the position of mentor/facilitator, the superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor/facilitator. Each involuntary assignment by the superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

## **ARTICLE 20**

### **PAY PRACTICES**

- A. Regular teachers' salaries shall be paid in twenty-six (26) consecutive installments on alternate Fridays. Beginning with the first payday in January 2004, all payroll checks shall be directly deposited to the financial institution selected by the teacher.

- B. The Board shall provide payroll deductions as required by federal, state and local laws pertaining to income tax withholding. The Treasurer shall make deductions upon individual written authorization for credit union, tax sheltered annuities, United Appeal, Fund for Children and Public Education, Ohio Tuition Trust, and group insurance premiums. No teacher deduction shall be made for any insurance program or dues determined by the Association to be associated with a competing organization in the representation of teachers. Companies offering tax sheltered annuities, whose payment are payroll deducted, must participate in the Plan with Ease Program, a third party administrator.
- C. The Treasurer shall make payroll deductions for Association dues in accordance with this section.
1. The Association will provide the Treasurer signed, payroll deduction, authorization forms, including the annual amount of Association dues and/or assessments to be made on or before February 1 annually.  
  
Such authorization will continue annually, thereafter, unless a member revokes such authorization, using an Association provided form, during a 30-day withdrawal period ending August 31.
  2. Dues deductions shall be made in equal amounts from each pay, beginning with the first pay in October through the last pay in June.
    - a. If a payroll authorization form is rescinded after the first pay in October, deductions shall be made in equal amounts in each remaining pay through the last pay in June.
    - b. No authorization forms will be honored for the remainder of the year, submitted after February 1, except in the case of newly-hired unit members.
  3. When a teacher resigns, takes an approved unpaid leave of absence, or otherwise is separated from active Board employment, the balance of the Association dues to be deducted for that year shall be withheld from the last teacher paycheck if funds are available in that check.
- D. When a teacher is absent without using approved paid leave, the teacher's salary shall be docked on a per diem basis. A teacher that has been advanced paid sick leave and who separates from the employment of the Board before earning those sick leave days shall have the value of those days deducted, on a per diem basis, from the last paycheck of the year, to the extent there are earnings in that paycheck.
- E. Credit Union and Tax Sheltered Annuities will be deducted equally, the first and second pay periods of each month, as authorized. Authorization for annuities is contingent upon the annuity providing company to sign an agreement with the Board ensuring proper and

accurate calculation of allowable deductions and annuities and to indemnify and hold the Board harmless.

- F. Supplemental pay will be paid according to provisions in Article 26.
- G. Any other elected and authorized deduction will be made in equal amounts from the first two (2) pay periods of each month.
- H. The first paycheck stub of each month will include accumulated and unused sick leave through the previous month.
- K. A Section 125 Plan to allow payment of insurance premiums with pre-tax dollars shall be implemented. Effective with the first paycheck in February 2009, the Section 125 Plan will also provide for a Health Flexible Spending Account.

**L. FAIR SHARE FEE PROCEDURES:**

**1. Payroll Deduction for Fair Share Fee**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. The fee shall represent that portion of Association dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the Association.

**2. Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee and the names of those bargaining unit members who are not members of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about November 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Berne Union Education Association.

**3. Schedule of Fair Share Fee Deductions**

**a. All Fair Share Fee Payors**

Payroll deduction of such fair share fees shall be made in substantially equal amounts from each pay. The first deduction of the fee will not occur prior to January 15 and will continue through the last payroll period in June.

- b. If a staff member's employment ends, if he/she goes on an unpaid status before all deductions have been made, or if there are not sufficient

payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Berne Union Education Association.

**4. Procedure for Rebate**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

**5. Entitlement to Advance Reduction**

Upon timely demand, nonmembers may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

**6. Indemnification of employer**

The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a nonmember for which defense and indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

- d. The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

## **ARTICLE 21**

### **REGULAR SALARIES**

#### **A. REGULAR TEACHERS**

1. Teachers shall be paid on the indexed regular salary Schedule (Appendix A) in keeping with the provisions of this Article. The base salary, BA Column, 0 years' experience, will be \$32,042 effective July 1, 2014.
2. Newly employed teachers by the Board shall be granted "years of service" credit for placement on the salary schedule based upon their experience as follows:
  - a. One (1) year's service credit, not to exceed five (5) years for each twelve (12) months of active military service by the teacher since he/she first obtained a teaching certificate or license from the Ohio Department of Education.
  - b. One (1) year's service credit for each school year in which the teacher was employed full-time by a public school district, or a nonpublic district chartered by the State of Ohio. "Full-time" employment means actually working at least one hundred twenty (120) days during a school year for the full regular work day.
  - c. No newly hired teacher by the Board, or a teacher reemployed by the Board after an absence of more than three (3) years shall receive credit for more than ten (10) years' total prior service credit for salary placement purposes.
3. A teacher shall be advanced a step on the salary schedule, when increments so provide, upon being under contract and working for one hundred twenty (120) six (6) hour days or more in the prior school year.
4. In order for placement on the five (5) year column, a teacher must have one hundred fifty (150) semester hours inclusive of an earned Bachelor's Degree from an accredited teacher education college or university recognized by the Ohio Department of Education.

5. In order for placement on the Master plus columns, a teacher must have earned the hours after receipt of a Master's degree from an accredited teacher education college or university recognized by the Ohio Department of Education.
6. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

**B. ADDITIONAL HOURS**

1. Consideration for new contract status for pay purposes, shall follow this procedure: Each teacher who has completed training which would qualify him/her for a higher salary bracket shall submit a transcript to verify this fact by October 15 (effective the first work day of the school year) and March 15 (effective January 1) of any school year.
2. A bargaining unit member who submits satisfactory evidence of completed training after October 15 but prior to March 15 shall have his/her salary calculated on the appropriate higher salary level effective January 1 or on the date the course was completed if the training was completed between January 2 and 31.

**C. TUTORS**

1. Tutors shall be paid on an hourly basis according to the following schedule:
  - a. 7/1/14 \$20.00

**D. TRAVEL EXPENSES**

Mileage reimbursement for all Board-authorized travel shall be paid at the I.R.S. approved rate.

**ARTICLE 22**

**LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. There shall be fifteen (15) days of sick leave per school year for each full-time employee of a Board of Education. Teachers who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. A teacher employed as a substitute with an assignment to one specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave

shall be one and one-fourth ( $1\frac{1}{4}$ ) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of two hundred fifty (250) days.

2. At the beginning of each year a full-time teacher with a cumulative total of less than five (5) days sick leave will be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of a teacher's cumulated days of sick leave at any time is below accumulation, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to a maximum at the end of the school year. No unused portion of the annual fifteen (15) days sick leave allowance per year shall be carried from one year to the next in excess of the maximum.
3. If a person is employed during the school year he/she shall be credited with days of sick leave in proportion to the fractional part of his/her term which remains, at the rate of one and one-fourth ( $1\frac{1}{4}$ ) days per month each month of the year.
4. Proof of illness or of absence for other reasons must be established with the local Superintendent.
5. Teachers may be required to provide the Board with a doctor's certificate in order to return to work following illnesses of three (3) or more days.
6. Teachers absent more than five (5) consecutive days, may be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he/she was consulted to justify the use of sick leave. This is to be interpreted to also include absence as a result of personal illness or injury in the immediate family. The signing and filing of such absence report by a teacher shall be a certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for suspension or termination under Section 3319.081 and 3319.16 of the Revised Code.
7. A teacher may use a part or all of the cumulated leave to the maximum accumulated. After any period of acceptable absence, as described in this sick leave article, the leave can again be built up to the maximum. Teachers, upon approval of the responsible administrative officer of the district, may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family. Immediate family shall be interpreted to include parents, brother, sister, children, grandchildren, grandparents, spouse, father-in-law, mother-in-law, sister-in-law, brother-in-law, step relatives, or anyone living in the same household.
8. A teacher planning to request a leave of absence and/or use of sick leave because of disability resulting from pregnancy shall make her request in writing, accompanied with a statement from her doctor indicating the expected delivery

date. This request should be made at least ninety (90) days prior to her expected delivery date. For the purpose of this provision, disability resulting from pregnancy is the period during which the teacher is not physically and/or emotionally capable of performing all the duties and functions of her position. This beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor. Verification of continuing disability after delivery may be required by the Superintendent, upon written notice to the teacher.

9. A teacher who transfers from a public agency to a school district shall be credited with the unused balance of his/her accumulation permitted in the school district to which the teacher transfers provided that such reemployment takes place within ten (10) years of the date of the last termination from public service.
10. Teachers coming into the school system from other Ohio systems can transfer their sick leave from previous place of employment by securing a statement from the Treasurer of the Board where employed. The burden of proof of previously accumulated sick leave is on the teacher.
11. Any teacher who uses all his/her accumulated sick leave may substitute unused personal leave.

**B. BEREAVEMENT LEAVE**

1. A teacher shall be entitled to a collective annual total of three (3) days for death in the immediate family as described in (A) (7) of this article.
2. This leave shall not be cumulative from one contract year to the next.
3. Any days beyond the three (3) permitted in this section shall be chargeable against appropriate other leave (first against sick leave if available; secondarily to personal leave).

**C. PERSONAL LEAVE**

1. All full-time teachers shall be entitled to four (4) full days of paid personal leave each year.
2. Personal leave shall not be used during the first and last fifteen (15) days of the school year nor on the day before or the day following a holiday or recess unless reasons are given and the leave is approved by the Superintendent. The Superintendent has final authority in approval of personal days during these restricted periods.
3. No more than three (3) of the bargaining unit members will be granted personal leave on any one (1) day except in case of emergencies. Request for use of

personal leave should be submitted to the local Superintendent as far in advance as possible, and must be submitted at least seventy-two (72) hours in advance in the District's electronic attendance system. In the case of emergencies, the request must be made by telephone. The Superintendent has final authority in approval of personal leave days when more than three unit members request personal leave on any one day, based on time of submission.

4. Personal leave may be taken in increments of one-half (½) day.
5. Unused personal days shall be converted to sick leave at the end of the fiscal year, June 30.

**D. PROFESSIONAL LEAVE**

1. The Board recognizes the value of teachers attending professional meetings and encourages attendance within the limits of practicability. The salary of substitute teachers during attendance of such meetings is paid by the Board and the expenses of attending will be paid as approved by the Board.

The Board authorizes the attendance and reimbursement of expenses to professional meetings for teachers approved by the Principal and the Superintendent when the meetings do not exceed one (1) day in duration and the total cost of all meetings approved during the year does not exceed a total of four thousand dollars (\$4,000). Teacher meetings of more than one (1) day duration must have Board approval prior to attendance.

2. Expenses for approved professional meetings will be limited to one hundred dollars (\$100.00) per day for room and forty dollars (\$40.00) per day for meals. Meals will not be paid when the meeting is for one (1) day only. Lodging will be paid only if the meeting is of two (2) or more days duration and attendance is more than sixty (60) miles from Berne Union or the teacher's residence, whichever is nearer. Exceptions for lodging may be approved by the Board if students are attending the meeting and will be expected to remain overnight. Other exceptions may be approved by a majority vote of the Board. Original receipts must be presented for reimbursement of expenses incurred.
3. If the information obtained at the meeting is pertinent to others as determined by the principal and teacher, the teacher will share it with other staff. Sharing may be done by large or small group presentation at mutually convenient times for presenters and presentees and/or written, audio and video tape presentation.

**E. COURT LEAVE**

1. A teacher absent from school due to jury duty, either reporting or serving, shall be compensated as usual, but upon completion of the jury duty, shall certify to the Treasurer, on a form provided by the Board, the amount received for such

reporting and/or service, and said amount shall be deducted from the next pay. This does not include any monies received from the court for expenses.

2. In all cases where teachers are subpoenaed or summoned to appear for Grand Jury hearing or to appear in any court in cases in which they are not parties, they shall be paid full pay in keeping with provisions of Paragraph 1 above.
3. If a teacher is requested or directed by the Board or an administrator, in writing, to appear in court on behalf of the Board on a day when the teacher would be working for the Board, the Board shall pay the teacher.

**F. MATERNITY LEAVE**

A pregnant bargaining unit member may use accumulated sick leave for up to six (6) weeks prior to and six (6) weeks after the birth of the child.

**G. ADOPTION LEAVE**

A bargaining unit member may use up to six (6) weeks of accumulated sick leave in connection with the adoption of a child. This leave shall not be available for the adoption of a child that has previously resided with the parent(s) as a foster child or the child of one of the parents.

**H. UNPAID LEAVE**

Unpaid leaves of absence for up to two (2) consecutive school years are governed by the provisions of this Article. The Board may grant such leave for personal illness or other disability; professional study and travel; childbirth; infant child care, including adoption of a child; service in elected public or Association office; or for other reasons as approved by the Board.

**1. Parental Leave**

- a. Applications for parental leave shall state in writing the expected date of birth or receipt of custody, the date requested leave is to begin, the date the unit member hopes to return to service and the name of the attending physician or adoption official. If possible, applications should be made at least thirty (30) days in advance of the requested beginning date of the leave or requested extension except in case of an emergency.
- b. Sick leave shall not accrue during parental leave. Unit members on parental leave shall be eligible to continue Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.
- c. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to the leave if it is vacant. Should

the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

**2. Other Medical Leaves**

To the extent that a teacher does not have sufficient accumulated sick leave, he or she shall be granted an unpaid leave of absence where illness or other physical or mental disability is the reason for the request. A request for such leave must be in writing and supported by a doctor's statement as to the disability and the likely duration of the disability or the need for continued absence on account of disability. A teacher returning from an unpaid disability leave shall be assigned to a position for which he or she is certificated.

**3. Other Unpaid Leaves**

Upon written request of a teacher, the Board may grant unpaid leaves of absence for other reasons.

**4. General**

- a. Requests for unpaid leave shall be on a Board-provided form.
- b. Such request should be submitted, when possible, at least thirty (30) days before the end of the semester preceding the semester said leave is requested.
- c. The requested time of the leave should, when possible, correspond to the starting and ending dates of semesters.
- d. A teacher shall not accrue sick leave while on unpaid leave.
- e. A teacher on unpaid leave shall not be entitled to benefits or compensation provided to regular members of the bargaining unit except as specifically provided herein.
- f. A teacher may continue to participate in group insurance by paying the total monthly premiums to the Treasurer while on unpaid leave. Such payment shall be made as per a schedule set by the Treasurer.
- g. A teacher shall not accrue service time for salary placement purposes while on unpaid leave, nor shall he/she be given seniority credit for the period of an unpaid leave.

- h. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher is able to perform regular duties.
- i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately) and impose appropriate discipline.

## **I. ASSAULT LEAVE**

1. The Board will grant assault leave to employees due to physical disability resulting from assault under the following conditions:
  - a. Any teacher who must be absent due to physical disability resulting from an assault while teaching or in school-related activities on or off school premises, before, during or after school hours, will be paid full scheduled compensation for the period of such absence up to one (1) full school year.
  - b. Assault shall be defined as intentional physical touching.
  - c. Before assault leave will be granted, the teacher shall have furnished to the Superintendent, a written, and if possible, a signed statement describing the circumstances and events surrounding the assault. A teacher on assault leave must cooperate with the Board in a prosecution or civil suit filed as a result of the incident which led to the use of such leave. Such cooperation may include the Board requiring the teacher to file a criminal complaint.
  - d. The statement of the assault shall include:
    - 1) Time and location of the incident.
    - 2) Names and addresses, if known, of witnesses, if any.
    - 3) Description of injuries sustained.
  - e. If the teacher obtains personal medical attention, a doctor's statement shall be provided to the Superintendent as to the nature of the disability and the likely duration such disability will require the teacher's absence.
  - f. The Board may require the teacher to be examined by a Board appointed doctor, at Board expense, to determine the extent of disability, duration of same, or continuation of the disability.
  - g. If the teacher's personal doctor and the Board appointed doctor disagree on the disability, duration of disability, or continuation of disability, the Board will obtain and pay for another doctor to examine the teacher. The

decision of the third doctor will be final as the issues in dispute at that time concerning the nature of the disability, expected duration of the disability, or continuation of the disability.

- h. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher is able to perform regular duties.
  - i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately) and impose appropriate discipline.
2. A teacher on assault leave shall not have such time off charged to sick leave.

**J. MISCELLANEOUS LEAVE**

- 1. In keeping with Section 3313.202 of the Ohio Revised Code, the Board shall continue to carry on payroll records, all teachers whose sick leave has been exhausted, or who are on a disability leave of absence, or who is on an approved leave of absence, for the purpose of group term life, hospitalization, surgical and major medical insurance coverage. The cost of such coverage is to be paid by the teacher and such payments shall be submitted as per a schedule set by the Treasurer.
- 2. A teacher absent from work in excess of the number of sick leave or other authorized leave days accumulated by the teacher shall receive a salary deduction calculated by dividing the number of days in the teacher's duty year into the gross annual salary, thus arriving at a per day deduction.

**K. FAMILY AND MEDICAL LEAVE ACT**

Notwithstanding any provision in this Agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act and the regulations adopted thereunder will supersede and take the place of all related leave provisions contained in this Agreement except that benefits under the contract which exceed benefits under the Act will prevail.

**ARTICLE 23**

**SICK LEAVE BANK**

- A. A sick leave bank shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all of his/her accumulated sick leave due to a catastrophic personal injury or illness or a catastrophic injury or illness in the immediate family. For

purposes of this article, "catastrophic" shall mean a seriously debilitating or life threatening illness or injury and shall not include a normal pregnancy. Donation to the sick leave bank will not disqualify bargaining unit members from receiving the attendance incentive.

1. The bargaining unit member must have had at least forty-five (45) days of sick leave accumulated at the time of the catastrophic event or have been absent from work due to a catastrophic event at least forty-five (45) days before he/she shall be eligible to receive sick leave bank days.
  2. Eligible bargaining unit members may draw upon the sick leave bank to a maximum of sixty (60) days per occurrence or to the end of the school year, whichever is less.
- B. The BUEA shall establish an internal policy to administer the request, donation and transfer of sick leave days from bargaining unit member's sick leave accumulations. Such policy shall be administered in a fair and equitable manner and shall not discriminate on the basis of association membership. Once established, the BUEA shall provide a copy of the policy and any subsequent amendments to the Treasurer.
- C. Prior to the transfer of any sick leave days, the BUEA shall send a notice to the Treasurer in writing that details the number of sick leave days to be deducted from each bargaining unit member and to whom these days have been donated. The notice shall also include a signed statement from each bargaining unit member involved authorizing the Treasurer to transfer the days.
- D. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.

## **ARTICLE 24**

### **TUITION REIMBURSEMENT**

- A. Teachers completing additional college training will receive a maximum amount of three hundred twenty five dollars (\$325.00) per hour.
- B. Each bargaining unit member may receive up to two thousand dollars (\$2000.00) in any fiscal year. Each fiscal year of this Agreement, the Board shall budget a total of thirty thousand dollars (\$30,000.00) for tuition reimbursement under this Article. If and when the thirty thousand dollars (\$30,000.00) budgeted has been exhausted through disbursement in a given school year, bargaining unit members who have requested and are qualified for reimbursement under the terms of this Article will have first priority for reimbursement the following school year. Holdovers (those who have to wait until the following year to be reimbursed) will be reimbursed regardless of employment status if

they worked at Berne Union the year following the completion of coursework. A course will be eligible for reimbursement based upon the date of completion of the course.

- C. Courses must be approved by the Superintendent in advance of the first class meeting and reimbursement cannot exceed actual tuition or workshop expenses as shown by receipt from the university or employee expense forms.
- D. Reimbursement will be received following successful completion of the course(s) or workshop(s) and submission of a grade, sheet, transcript, or certificate of completion to the Treasurer's office for verification. Reimbursement will be in the next budgetary payment cycle following the treasurer's receipt of all paperwork necessary for reimbursement. Paperwork must be submitted no later than six months following the completion of the course. The date the Treasurer's office receives the paperwork necessary for reimbursement will determine when payment is made.
- E. Included in the **\$2,000.00** as mentioned in B above, fees, mileage, and meals up to a total of \$200 for workshop expenses will be allowable.

## **ARTICLE 25**

### **STRS PICK-UP; SALARY REDUCTION METHOD**

- A. The Board agrees to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.
  - 1. The amount to be "picked-up" on behalf of each employee shall be the percentage of the employee's gross annual compensation established by statute or STRS regulation as the employee's retirement contribution. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
  - 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
  - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  - 4. Payment of all paid leaves, sick leave, personal leave and severance including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (ex: gross pay divided by the number of days worked).

- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of Agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary.

### **STRS PICK-UP AS A FRINGE BENEFIT/EXTRA COMPENSATION**

- A. The Board agrees to STRS pick-up utilizing the pick-up as a fringe benefit/extra compensation method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees under the following terms and conditions:
  - 1. All contracts which take effect after July 1, 1997, will have contributions of two percent (2%) picked up by the employer and will be included in compensation for retirement purposes. Employee contributions will be seven and three-tenths percent (7.3%) under Article 25 - STRS PICK-UP: SALARY REDUCTION METHOD and the Board contribution will be two percent (2%) with a pick-up on the pick-up of .186%.
  - 2. The pick-up percentage shall apply uniformly to all members of the teaching faculty as a condition of employment. Each employee who is a member of STRS is considered a part of the group.
  - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  - 4. Payment of all paid leaves, sick leave, personal leave and severance pay due to retirement, plus unemployment and worker's compensation shall be based on the employee's daily gross pay prior to STRS pick-up as basis (ex: gross pay divided by the number of days worked).
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the pick-up in combination with other tax-deferred compensation plans.
- C. If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary. In addition, no harm shall come to the

employee, if such action is necessary. The Board shall increase employee salaries to the extent necessary to make the employees whole.

## **ARTICLE 26**

### **SUPPLEMENTAL SALARY**

- A. Teachers issued supplemental contracts shall be paid on the supplemental salary schedule (Appendix C of this Agreement) with a base for said salary schedule to ten percent (10%) of the base (BA-0) salary.
- B. Supplemental salaries shall be paid according to the following schedule:
  - 1. Year long supplemental duties shall be paid one-half ( $\frac{1}{2}$ ) of the total due at the conclusion of the first school semester and the remaining one-half ( $\frac{1}{2}$ ) at the conclusion of the second school semester.
  - 2. Supplemental duties other than athletic duties performed for a limited period within the school year shall be paid in the following manner: one-half ( $\frac{1}{2}$ ) the amount of the pay on the payday nearest the middle of said duty. The middle shall be determined by the Principal. The remaining one-half ( $\frac{1}{2}$ ) will be paid at the conclusion of the duty as determined by the Principal.
  - 3. All athletic supplemental contracts shall be paid in the following manner: one-half ( $\frac{1}{2}$ ) the total amount of pay on the payday nearest the middle of said duty as authorized by the Athletic Director; one-half ( $\frac{1}{2}$ ) the total amount at the conclusion of said duty following certification by the Athletic Director that all responsibilities have been concluded. Such responsibilities shall include an inventory, evaluation of coaching staff, or other reports that may be required by the job description.
- C. No unit member will be required to accept a supplemental contract nor will a unit member's regular teaching abilities be evaluated based upon his/her performance on a supplemental contract.
- D. Supplemental positions will be filled in accordance with Article 15 - Notification and Posting of Vacancies.
- E. The Board may institute new supplemental positions at any time during the life of this Agreement, and shall notify and offer to negotiate the salary with the Association. The compensation for any newly created supplemental position will be negotiated before it is offered to a bargaining unit member.

## ARTICLE 27

### ATTENDANCE INCENTIVE PLAN

A. A monetary incentive program will be in effect to reward employees with two (2) or fewer than two (2) days absences during the year. Employees will be paid according to the following schedule when all regulations are met:

1. Employees with no absences for any reason, including personal days, three hundred seventy-five dollars (\$375) per year.
2. Employees with a total of up to and including one (1) day absence including sick and personal days - two hundred fifty dollars (\$250) per year.
3. Employees with a total of more than one (1) but not more than two (2) days absence including sick and personal days - one hundred fifty dollars (\$150) per year.

### **B. SPECIAL PROVISIONS**

1. The Treasurer of the Board will issue the bonuses to eligible employees the next pay period following the last day students are in attendance in the regular school year. Exception: unit members with extended contracts will be paid two (2) weeks after the contract ends.
2. The Board will consider any absence from work with the exception of jury duty, approved professional meetings, curriculum development meetings, approved field trips and professional visitations as violations of this attendance incentive program whether or not applicable to sick leave or personal leave provisions.

Unit members shall not lose their perfect attendance for up to three (3) days' absence due to death in the immediate family.

When an employee is subpoenaed into court because of a student or a problem directly related to the operation of the district, and said employee presents evidence of such to the Superintendent, that day may be counted for professional purposes and not considered as an absence for the purpose of this calculation.

3. Compensatory time may not be used for sick leave purposes to avoid being absent on the attendance incentive plan. Use of compensatory time must be arranged at least forty-eight (48) hours in advance.
4. The incentive plan shall be applicable to all extended service days in a given contract.

5. All employees working less than full time will have their incentive award prorated, based upon the actual hours worked. Full-time for hourly employees will be forty (40) hours per week or the weekly schedule determined by the Board and administration.
6. Payment for the incentive plan is subject to all deductions as required by law.

**ARTICLE 28**

**INSURANCE**

**A. HOSPITAL/MEDICAL/MAJOR MEDICAL**

1. The Board will continue to provide group Hospital/Medical/Major Medical insurance for teachers that equals or exceeds coverage provisions currently in effect. Said plan may include the following provision:

- a. Pre-admission testing
- b. No weekend admission except for emergencies (Friday p.m. - Sunday noon).
- c. Pre-certification for hospital stays for elective surgery.
- d. Effective July 1, 2000, the maximum allowable deductible shall be two hundred dollars (\$200) individual plan and four hundred dollars (\$400) family plan.
- e. Maximum co-insurance shall be 80:20 of expenses up to two thousand dollars (\$2,000) per individual and up to four thousand dollars (\$4,000) per family. The policy shall assume one hundred percent (100%) of expenses greater than two thousand dollars (\$2,000) per individual and four thousand dollars (\$4,000) per family.
- f. Prescription Drug Insurance –  
Coplay amount for:

|                             |  |
|-----------------------------|--|
| Retail Pharmacy – generic   | \$5 per prescription or refill   |
| Retail Pharmacy – formulary | 25% of the cost up to a maximum<br>copay of \$100 per prescription or refill |
| Retail Pharmacy – brand     | 50% of the cost up to a maximum<br>copay of \$150 per prescription or refill |
| Mail service – generic      | \$10 per prescription or refill  |
| Mail service – formulary    | \$30 per prescription or refill  |
| Mail service – brand        | \$60 per prescription or refill  |

|                                    |                            |
|------------------------------------|----------------------------|
| Maximum benefit per calendar year: |                            |
| Retail Pharmacy                    | \$2,000 per covered person |
| Mail service                       | \$5,000 per covered person |

|                   |         |
|-------------------|---------|
| Dispensing limit: |         |
| Retail Pharmacy   | 30 days |
| Mail service      | 90 days |

2. Effective July 1, 1997, the Board shall pay eighty percent (80%) and each employee twenty percent (20%) of the monthly premiums for this coverage.

Teachers shall have the option of selecting either individual or family coverage. In cases where husband and wife are employed in the school district, they are entitled to two (2) single policies or one (1) family policy.

There shall be a premium holiday in December 2009.

**B. DENTAL**

1. The Board will continue to provide group dental insurance for teachers that equals or exceeds coverage provisions currently in effect.
2. The Board will pay one hundred percent (100%) of the monthly premiums for this coverage up to thirty-five dollars (\$35). Teachers shall have the option of selecting either individual or family coverage.

**C. OPTICAL**

1. The Board will continue to provide group optical insurance for teachers that equals or exceeds coverage provisions currently in effect including an annual examination, lenses, and frames, without a deduction.
2. The Board will pay one hundred percent (100%) of the monthly premiums for this coverage up to twenty-five dollars (\$25). Teachers shall have the option of selecting either individual or family coverage.

**D. LIFE**

The Board will provide and pay twenty-five thousand dollars (\$25,000) one hundred percent (100%) of cost, face value, life insurance for each teacher. Such coverage will be the same as in effect in the 1999-2000 school year.

- E. Teachers who are employed to work less than full-time shall have the Board's share of the full-time employees' premium cost prorated on the following basis:

CONTRACTED HOURS

BOARD'S % OF FT PREMIUM COST

|             |     |
|-------------|-----|
| 0-3.9       | 0   |
| 4-4.9       | 50  |
| 5 - 5.9     | 75  |
| 6 and Above | 100 |

- F. The Board has the right to change carrier(s), provided:
  - a. Benefits equal or exceed current benefit levels.
  - b. The Board provides a copy of any provided insurance plan to the Association, for its review, within a reasonable time prior to the proposed implementation date of the proposed new carrier.

**ARTICLE 29**

**RETIREMENT PAY**

Retirement pay shall be in two (2) payments to eligible teachers according to the following provisions:

- A. **ELIGIBILITY** - A teacher's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are:
  - 1. The individual retires from the school system.
  - 2. Retirement - disability or service retirement under any state or municipal retirement system of Ohio.
  - 3. The individual must be eligible for disability or service retirement as of the last date of employment.
  - 4. The teacher must apply in writing to the Berne Union Local Board of Education no later than sixty (60) days after the last paid date of service.
  - 5. The individual must, within one hundred twenty (120) days of last day of employment, prove acceptance into the retirement system. Extension must be approved by the Board.
  - 6. Must have not less than ten (10) years of service with this school district, the district, the state, or its political subdivisions.
  - 7. Must sign for first retirement check certifying all eligibility criteria have been met.

**B. BENEFIT CALCULATION** - The amount of the benefit due a teacher shall be calculated by:

1. Multiplying the teacher accrued, but unused, sick leave by one-fourth ( $\frac{1}{4}$ ).
2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule that is in effect on the last day of accrued earnings by the teacher.
3. The amount of the benefit calculated in steps one (1) and two (2) shall not exceed the value of sixty two and one-half days ( $62 \frac{1}{2}$ ) days of accrued but unused sick leave.

Retirement pay shall be paid in one (1) lump sum. Receipt of payment for accrued, but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

Retirement pay shall be made only once to any teacher. Such payment will be made at the first pay after the request and verification of retirement.

Contributions to the teacher's retirement system based upon monies paid for accrued, but unused, sick leave will not be made by either the Board or the teacher.

**C. RETIREMENT INCENTIVE**

1. A unit member shall receive a retirement incentive of two hundred dollars (\$200.00) per each year of service with the Berne Union Local Schools if he/she retires during or at the conclusion of a school year in which he/she first attains retirement eligibility during the term of this agreement as regulated by the State Teachers Retirement System (STRS).
2. The Retirement Incentive shall be paid in one lump sum. The payment will be paid after the request and verification of retirement.

## **ARTICLE 30**

### **DRUG FREE WORKPLACE ACT COMPLIANCE**

The Board of Education will implement such policies, notices, programs, and actions as may be required to comply with the Drug Free Workplace Act, including the taking of appropriate personnel action against any employee convicted of any criminal drug statute. Such action may include termination of contract. Convicted employees for whom termination of contract is not appropriate will be required to satisfactorily participate in a drug abuse, assistance or rehabilitation program approved by a Federal, State, or local health, law enforcement, or other

appropriate agency. All policies and notices developed in compliance with the Act will be posted in the same fashion as other bargaining unit information is posted.

## **ARTICLE 31**

### **LEGISLATIVE ACTION**

- A. In the event that the Board is required to implement changes in the wages, hours or other terms and conditions of employment for bargaining unit members as a result of the passage of mandatory Legislative action or Administrative regulations adopted pursuant to the action, the Board will give notice of such implementation to the Association. Within twenty (20) calendar days the Association may submit a written demand to bargain the effects of the implementation on the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made the parties will engage in good faith bargaining for a period not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively. If the parties have not reached agreement by the end of the thirty (30) day period, the Board's obligation to bargain shall end and the Board may implement its last position of changes in the wages, hours or other terms and conditions of employment required as a result of the Act or administrative regulations adopted pursuant to the act.
- B. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be mutually selected by the parties. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.

Following mediation, the Board may implement its last position of changes in wages, hours, or other terms and conditions of employment required as a result of the Act or administrative regulations adopted pursuant to the Act, and, the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in Revised Code Chapter 4117.

## **ARTICLE 32**

### **REHIRING OF RETIRED TEACHERS**

1. In the event a vacancy arises, the Board will comply with the requirements of Article 15, Notification and Posting of Vacancies.
2. Notwithstanding any other provision of this contract or any contrary provision of law, if the Board hires an individual who has retired pursuant to the requirements of STRS, during his/her employment with the Board that individual will be employed under one year contracts and will receive service credit for no more than ten (10) years of previous service. Once employed, the retiree shall be

placed on the appropriate education column of the salary schedule and shall not advance beyond step 10 in experience regardless of years of service in Berne Union Local Schools or elsewhere. This teacher shall receive increases in pay resulting from an increase in the base salary.

3. These individuals shall be eligible to participate in vision, dental and life insurance plans offered by the Board at the employee's expense.
4. A retiree's contract is a one-year agreement only. Such contract contains a resignation clause effective at the end of the one-year period.
5. A retiree's contract expires at the end of the contract period without action by the Board or notice of expiration to the individual employee.
6. A retired employee must execute a written waiver of any evaluation procedures and potential automatic reemployment pursuant to applicable provisions of law.
7. A retired employee must waive eligibility for continuing contract status as a teacher in the District, no matter his/her length of post-retirement service or the number of administrative contracts issued.
8. No retired employee has any expectation of or right to future employment.
9. No retired employee is eligible to participate in any retirement incentive program offered by the Board, which includes severance allowance
10. A retired employee must hold a valid license issued by the Ohio Department of Education pursuant to state law, and may be employed in the District under a temporary license.
11. In the event a reduction in force is necessary, retired employees are released before any limited contract employee and are not eligible for recall. Retired employees affected by a reduction in force may be subsequently rehired at the Board's discretion.
12. Retired employees return to employment with no sick leave balance, but may accumulate sick leave once re-employed.

### **ARTICLE 33**

#### **DUAL ENROLLMENT**

Teachers participating in the Dual Enrollment Program shall be paid for an additional three days of pay for each class that is taught. The salary shall be included in the regular base salary and will be paid over the twenty six (26) pay periods.

Ten years of experience in another school may be allowed.

Employee will advance not more than one experience stem annually.

The Board of Education reserves the right whether or not to fill the position.

ARTICLE 34

ARTICLE 34

GENERAL PROVISIONS

**A. TOTAL AGREEMENT**

This Agreement constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

The Board shall make any necessary changes in policy, procedure or practice necessary to be consistent with the terms and conditions of this Agreement.

**B. WAIVER OF NEGOTIATIONS**

The parties waive their right to initiate negotiations with respect to any negotiable matter during the terms of this Agreement except as provided in ORC 4117 on mandatory subjects of bargaining.

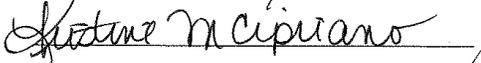
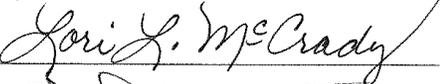
**C. COMPENSATION AND DURATION**

This Agreement shall become effective on July 1, 2014, and shall remain in full force and effect through June 30, 2017. Compensation reflected in the salary schedules contained herein reflect an increase of 3% for the year 2014 – 2015, 2% for the year 2015 – 2016 and a reopener for the year 2016 – 2017.

**D.** By affixing my signature, I affirm that necessary action has been taken by my respective party to enter into this Agreement.

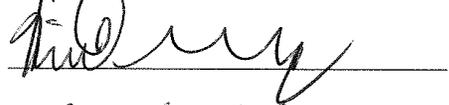
**FOR THE**

**BERNE UNION EDUCATION  
ASSOCIATION/OEA/NEA**

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**BERNE UNION BOARD  
OF EDUCATION**

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**BERNE UNION LOCAL SCHOOL DISTRICT  
TEACHER INDEX**

**Effective July 1, 2014 – June 30, 2015**

BERNE UNION LOCAL SCHOOL DISTRICT  
TEACHER INDEX  
2014-15  
BASE SALARY           \$ 32,042

| <u>STEP</u> | <u>B.A.</u>  |               |              | <u>150 SEMESTER<br/>HOURS</u> |              |               | <u>M.A.</u>  |               |              | <u>M.A.+15</u> |              |               | <u>M.A.+30</u> |               |  |
|-------------|--------------|---------------|--------------|-------------------------------|--------------|---------------|--------------|---------------|--------------|----------------|--------------|---------------|----------------|---------------|--|
|             | <u>INDEX</u> | <u>AMOUNT</u> | <u>INDEX</u> | <u>AMOUNT</u>                 | <u>INDEX</u> | <u>AMOUNT</u> | <u>INDEX</u> | <u>AMOUNT</u> | <u>INDEX</u> | <u>AMOUNT</u>  | <u>INDEX</u> | <u>AMOUNT</u> | <u>INDEX</u>   | <u>AMOUNT</u> |  |
| 0           | 1.00000      | \$ 32,042     | 1.04000      | \$ 33,324                     | 1.10000      | \$ 35,246     | 1.15000      | \$ 36,848     | 1.20000      | \$ 38,450      | 1.25000      | \$ 40,053     | 1.30000        | \$ 41,655     |  |
| 1           | 1.04000      | \$ 33,324     | 1.08500      | \$ 34,766                     | 1.15000      | \$ 36,848     | 1.20000      | \$ 38,450     | 1.25000      | \$ 40,053      | 1.30000      | \$ 41,655     | 1.35000        | \$ 43,257     |  |
| 2           | 1.08000      | \$ 34,605     | 1.13000      | \$ 36,207                     | 1.20000      | \$ 38,450     | 1.25000      | \$ 40,053     | 1.30000      | \$ 41,655      | 1.35000      | \$ 43,257     | 1.40000        | \$ 44,859     |  |
| 3           | 1.12000      | \$ 35,887     | 1.17500      | \$ 37,649                     | 1.25000      | \$ 40,053     | 1.30000      | \$ 41,655     | 1.35000      | \$ 43,257      | 1.40000      | \$ 44,859     | 1.45000        | \$ 46,461     |  |
| 4           | 1.16000      | \$ 37,169     | 1.22000      | \$ 39,091                     | 1.30000      | \$ 41,655     | 1.35000      | \$ 43,257     | 1.40000      | \$ 44,859      | 1.45000      | \$ 46,461     | 1.50000        | \$ 48,063     |  |
| 5           | 1.20000      | \$ 38,450     | 1.26500      | \$ 40,533                     | 1.35000      | \$ 43,257     | 1.40000      | \$ 44,859     | 1.45000      | \$ 46,461      | 1.50000      | \$ 48,063     | 1.55000        | \$ 49,665     |  |
| 6           | 1.24000      | \$ 39,732     | 1.31000      | \$ 41,975                     | 1.40000      | \$ 44,859     | 1.45000      | \$ 46,461     | 1.50000      | \$ 48,063      | 1.55000      | \$ 49,665     | 1.60000        | \$ 51,267     |  |
| 7           | 1.28000      | \$ 41,014     | 1.35500      | \$ 43,417                     | 1.45000      | \$ 46,461     | 1.50000      | \$ 48,063     | 1.55000      | \$ 49,665      | 1.60000      | \$ 51,267     | 1.65000        | \$ 52,869     |  |
| 8           | 1.32000      | \$ 42,295     | 1.40000      | \$ 44,859                     | 1.50000      | \$ 48,063     | 1.55000      | \$ 49,665     | 1.60000      | \$ 51,267      | 1.65000      | \$ 52,869     | 1.70000        | \$ 54,471     |  |
| 9           | 1.36000      | \$ 43,577     | 1.44500      | \$ 46,301                     | 1.55000      | \$ 49,665     | 1.60000      | \$ 51,267     | 1.65000      | \$ 52,869      | 1.70000      | \$ 54,471     | 1.75000        | \$ 56,074     |  |
| 10          | 1.40000      | \$ 44,859     | 1.49000      | \$ 47,743                     | 1.60000      | \$ 51,267     | 1.65000      | \$ 52,869     | 1.70000      | \$ 54,471      | 1.75000      | \$ 56,074     | 1.80000        | \$ 57,676     |  |
| 11          | 1.44000      | \$ 46,140     | 1.53500      | \$ 49,184                     | 1.65000      | \$ 52,869     | 1.70000      | \$ 54,471     | 1.75000      | \$ 56,074      | 1.80000      | \$ 57,676     | 1.85000        | \$ 59,278     |  |
| 12          | 1.48000      | \$ 47,422     | 1.58000      | \$ 50,626                     | 1.70000      | \$ 54,471     | 1.75000      | \$ 56,074     | 1.80000      | \$ 57,676      | 1.85000      | \$ 59,278     | 1.90000        | \$ 60,880     |  |
| 13          | 1.52000      | \$ 48,704     | 1.62500      | \$ 52,068                     | 1.75000      | \$ 56,074     | 1.80000      | \$ 57,676     | 1.85000      | \$ 59,278      | 1.90000      | \$ 60,880     | 1.95000        | \$ 62,482     |  |
| 14          | 1.56000      | \$ 49,986     | 1.67000      | \$ 53,510                     | 1.80000      | \$ 57,676     | 1.85000      | \$ 59,278     | 1.90000      | \$ 60,880      | 1.95000      | \$ 62,482     | 1.98802        | \$ 63,700     |  |
| 15          | 1.60000      | \$ 51,267     | 1.71500      | \$ 54,952                     | 1.85000      | \$ 59,278     | 1.90000      | \$ 60,880     | 2.00000      | \$ 64,084      | 2.05000      | \$ 65,686     | 2.08999        | \$ 66,967     |  |
| 18          | 1.63200      | \$ 52,293     | 1.74932      | \$ 56,052                     | 1.88697      | \$ 60,462     | 1.93802      | \$ 62,098     | 2.03999      | \$ 65,365      | 2.09997      | \$ 67,287     | 2.14997        | \$ 68,889     |  |
| 20          | 1.68000      | \$ 53,831     | 1.80500      | \$ 57,836                     | 1.95000      | \$ 62,482     | 2.00000      | \$ 64,084     | 2.14195      | \$ 68,632      | 2.19195      | \$ 70,234     | 2.23393        | \$ 71,580     |  |
| 23          | 1.71359      | \$ 54,907     | 1.84110      | \$ 58,993                     | 1.98903      | \$ 63,732     | 2.03999      | \$ 65,365     | 2.18393      | \$ 69,977      | 2.23393      | \$ 71,580     |                |               |  |
| 25          | 1.76002      | \$ 56,395     | 1.89497      | \$ 60,719                     | 2.04998      | \$ 65,685     | 2.09997      | \$ 67,287     |              |                |              |               |                |               |  |
| 28          | 1.79523      | \$ 57,523     | 1.93287      | \$ 61,933                     | 2.09100      | \$ 67,000     | 2.14195      | \$ 68,632     |              |                |              |               |                |               |  |
| 30          | 1.83044      | \$ 58,651     | 1.97077      | \$ 63,147                     | 2.13202      | \$ 68,314     | 2.18393      | \$ 69,977     |              |                |              |               |                |               |  |

**BERNE UNION LOCAL SCHOOL DISTRICT  
TEACHER INDEX**

**Effective July 1, 2015 – June 30, 2016**

BERNE UNION LOCAL SCHOOL DISTRICT  
TEACHER INDEX  
2015-16

BASE SALARY \$ 32,683

| STEP | B.A.    |           | 150 SEMESTER HOURS |           | M.A.    |           | M.A.+15 |           | M.A.+30 |           |
|------|---------|-----------|--------------------|-----------|---------|-----------|---------|-----------|---------|-----------|
|      | INDEX   | AMOUNT    | INDEX              | AMOUNT    | INDEX   | AMOUNT    | INDEX   | AMOUNT    | INDEX   | AMOUNT    |
| 0    | 1.00000 | \$ 32,683 | 1.04000            | \$ 33,990 | 1.10000 | \$ 35,951 | 1.15000 | \$ 37,585 | 1.20000 | \$ 39,220 |
| 1    | 1.04000 | \$ 33,990 | 1.08500            | \$ 35,461 | 1.15000 | \$ 37,585 | 1.20000 | \$ 39,220 | 1.25000 | \$ 40,854 |
| 2    | 1.08000 | \$ 35,298 | 1.13000            | \$ 36,932 | 1.20000 | \$ 39,220 | 1.25000 | \$ 40,854 | 1.30000 | \$ 42,488 |
| 3    | 1.12000 | \$ 36,605 | 1.17500            | \$ 38,403 | 1.25000 | \$ 40,854 | 1.30000 | \$ 42,488 | 1.35000 | \$ 44,122 |
| 4    | 1.16000 | \$ 37,912 | 1.22000            | \$ 39,873 | 1.30000 | \$ 42,488 | 1.35000 | \$ 44,122 | 1.40000 | \$ 45,756 |
| 5    | 1.20000 | \$ 39,220 | 1.26500            | \$ 41,344 | 1.35000 | \$ 44,122 | 1.40000 | \$ 45,756 | 1.45000 | \$ 47,390 |
| 6    | 1.24000 | \$ 40,527 | 1.31000            | \$ 42,815 | 1.40000 | \$ 45,756 | 1.45000 | \$ 47,390 | 1.50000 | \$ 49,025 |
| 7    | 1.28000 | \$ 41,834 | 1.35500            | \$ 44,285 | 1.45000 | \$ 47,390 | 1.50000 | \$ 49,025 | 1.55000 | \$ 50,659 |
| 8    | 1.32000 | \$ 43,142 | 1.40000            | \$ 45,756 | 1.50000 | \$ 49,025 | 1.55000 | \$ 50,659 | 1.60000 | \$ 52,293 |
| 9    | 1.36000 | \$ 44,449 | 1.44500            | \$ 47,227 | 1.55000 | \$ 50,659 | 1.60000 | \$ 52,293 | 1.65000 | \$ 53,927 |
| 10   | 1.40000 | \$ 45,756 | 1.49000            | \$ 48,698 | 1.60000 | \$ 52,293 | 1.65000 | \$ 53,927 | 1.70000 | \$ 55,561 |
| 11   | 1.44000 | \$ 47,064 | 1.53500            | \$ 50,168 | 1.65000 | \$ 53,927 | 1.70000 | \$ 55,561 | 1.75000 | \$ 57,195 |
| 12   | 1.48000 | \$ 48,371 | 1.58000            | \$ 51,639 | 1.70000 | \$ 55,561 | 1.75000 | \$ 57,195 | 1.80000 | \$ 58,829 |
| 13   | 1.52000 | \$ 49,678 | 1.62500            | \$ 53,110 | 1.75000 | \$ 57,195 | 1.80000 | \$ 58,829 | 1.85000 | \$ 60,464 |
| 14   | 1.56000 | \$ 50,985 | 1.67000            | \$ 54,581 | 1.80000 | \$ 58,829 | 1.85000 | \$ 60,464 | 1.90000 | \$ 62,098 |
| 15   | 1.60000 | \$ 52,293 | 1.71500            | \$ 56,051 | 1.85000 | \$ 60,464 | 1.90000 | \$ 62,098 | 1.95000 | \$ 63,732 |
| 18   | 1.63200 | \$ 53,339 | 1.74932            | \$ 57,173 | 1.88697 | \$ 61,672 | 1.93802 | \$ 63,340 | 1.98802 | \$ 64,974 |
| 20   | 1.68000 | \$ 54,907 | 1.80500            | \$ 58,993 | 1.95000 | \$ 63,732 | 2.00000 | \$ 65,366 | 2.05000 | \$ 67,000 |
| 23   | 1.71359 | \$ 56,005 | 1.84110            | \$ 60,173 | 1.98903 | \$ 65,007 | 2.03999 | \$ 66,673 | 2.08999 | \$ 68,307 |
| 25   | 1.76002 | \$ 57,523 | 1.89497            | \$ 61,933 | 2.04998 | \$ 66,999 | 2.09997 | \$ 68,633 | 2.14997 | \$ 70,267 |
| 28   | 1.79523 | \$ 58,674 | 1.93287            | \$ 63,172 | 2.09100 | \$ 68,340 | 2.14195 | \$ 70,005 | 2.19195 | \$ 71,640 |
| 30   | 1.83044 | \$ 59,824 | 1.97077            | \$ 64,411 | 2.13202 | \$ 69,681 | 2.18393 | \$ 71,377 | 2.23393 | \$ 73,012 |

**APPENDIX C**

BERNE UNION LOCAL SCHOOL DISTRICT  
 SUPPLEMENTALS  
 2014-15  
 SUPPLEMENTAL BASE SALARY:           \$3,211

| <b>POSITION</b>                | <b>0 YRS</b> | <b>1 YRS</b> | <b>2 YRS</b> | <b>3 YRS</b> | <b>4 YRS</b> | <b>5 YRS</b> | <b>6 YRS</b> | <b>7 YRS</b> | <b>8 YRS</b> | <b>9 YRS</b> | <b>10 YRS</b> |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| HEAD FOOTBALL                  | \$3,211      | \$3,404      | \$3,596      | \$3,789      | \$3,982      | \$4,174      | \$4,367      | \$4,560      | \$4,752      | \$4,945      | \$5,138       |
| HEAD BOYS BASKETBALL           | \$3,211      | \$3,404      | \$3,596      | \$3,789      | \$3,982      | \$4,174      | \$4,367      | \$4,560      | \$4,752      | \$4,945      | \$5,138       |
| HEAD GIRLS BASKETBALL          | \$3,211      | \$3,404      | \$3,596      | \$3,789      | \$3,982      | \$4,174      | \$4,367      | \$4,560      | \$4,752      | \$4,945      | \$5,138       |
| BAND DIRECTOR                  | \$3,211      | \$3,404      | \$3,596      | \$3,789      | \$3,982      | \$4,174      | \$4,367      | \$4,560      | \$4,752      | \$4,945      | \$5,138       |
| HEAD VOLLEYBALL                | \$1,927      | \$2,119      | \$2,312      | \$2,505      | \$2,697      | \$2,890      | \$3,083      | \$3,275      | \$3,468      | \$3,661      | \$3,853       |
| HEAD BASEBALL                  | \$1,927      | \$2,119      | \$2,312      | \$2,505      | \$2,697      | \$2,890      | \$3,083      | \$3,275      | \$3,468      | \$3,661      | \$3,853       |
| HEAD BOYS TRACK                | \$1,927      | \$2,119      | \$2,312      | \$2,505      | \$2,697      | \$2,890      | \$3,083      | \$3,275      | \$3,468      | \$3,661      | \$3,853       |
| HEAD GIRLS TRACK               | \$1,927      | \$2,119      | \$2,312      | \$2,505      | \$2,697      | \$2,890      | \$3,083      | \$3,275      | \$3,468      | \$3,661      | \$3,853       |
| HEAD SOFTBALL                  | \$1,927      | \$2,119      | \$2,312      | \$2,505      | \$2,697      | \$2,890      | \$3,083      | \$3,275      | \$3,468      | \$3,661      | \$3,853       |
| HEAD GOLF                      | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| HEAD CROSS COUNTRY             | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT FOOTBALL ***         | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT BOYS BASKETBALL ***  | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT GIRLS BASKETBALL *** | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT VOLLEYBALL           | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT BOYS TRACK           | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT GIRLS TRACK          | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT BASEBALL             | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| ASSISTANT SOFTBALL             | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| BAND ASSISTANT I               | \$1,284      | \$1,477      | \$1,670      | \$1,862      | \$2,055      | \$2,248      | \$2,440      | \$2,633      | \$2,826      | \$3,018      | \$3,211       |
| JR HIGH FOOTBALL               | \$1,284      | \$1,381      | \$1,477      | \$1,573      | \$1,670      | \$1,766      | \$1,862      | \$1,959      | \$2,055      | \$2,151      | \$2,248       |
| JR HIGH VOLLEYBALL             | \$1,284      | \$1,381      | \$1,477      | \$1,573      | \$1,670      | \$1,766      | \$1,862      | \$1,959      | \$2,055      | \$2,151      | \$2,248       |
| JR HIGH BOYS BASKETBALL        | \$1,284      | \$1,381      | \$1,477      | \$1,573      | \$1,670      | \$1,766      | \$1,862      | \$1,959      | \$2,055      | \$2,151      | \$2,248       |
| JR HIGH GIRLS BASKETBALL       | \$1,284      | \$1,381      | \$1,477      | \$1,573      | \$1,670      | \$1,766      | \$1,862      | \$1,959      | \$2,055      | \$2,151      | \$2,248       |
| JR HIGH BOYS TRACK             | \$1,284      | \$1,381      | \$1,477      | \$1,573      | \$1,670      | \$1,766      | \$1,862      | \$1,959      | \$2,055      | \$2,151      | \$2,248       |

|                                 |         |         |         |         |         |         |         |         |         |         |         |
|---------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| JR HIGH GIRLS TRACK             | \$1,284 | \$1,381 | \$1,477 | \$1,573 | \$1,670 | \$1,766 | \$1,862 | \$1,959 | \$2,055 | \$2,151 | \$2,248 |
| YEARBOOK ADVISOR                | \$1,284 | \$1,381 | \$1,477 | \$1,573 | \$1,670 | \$1,766 | \$1,862 | \$1,959 | \$2,055 | \$2,151 | \$2,248 |
| BAND ASSISTANT II               | \$1,284 | \$1,381 | \$1,477 | \$1,573 | \$1,670 | \$1,766 | \$1,862 | \$1,959 | \$2,055 | \$2,151 | \$2,248 |
| BAND ASSISTANT III              | \$1,284 | \$1,381 | \$1,477 | \$1,573 | \$1,670 | \$1,766 | \$1,862 | \$1,959 | \$2,055 | \$2,151 | \$2,248 |
| FALL CHEERLEADING(VAR & JV)     | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| WINTER CHEERLEADING(VAR & JV)   | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| JR HIGH FOOTBALL ASSISTANT      | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| JR HIGH BOYS BASKETBALL ASSIST  | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| JR HIGH GIRLS BASKETBALL ASSIST | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| JR HIGH VOLLEYBALL ASSIST       | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| JR HIGH CROSS COUNTRY           | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| HIGH SCHOOL STUDENT COUNCIL     | \$1,124 | \$1,220 | \$1,317 | \$1,413 | \$1,509 | \$1,606 | \$1,702 | \$1,798 | \$1,894 | \$1,991 | \$2,087 |
| WINTER CONDITIONING             | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| SPRING CONDITIONING             | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| SUMMER CONDITIONING             | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| QUIZ BOWL                       | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| HONOR SOCIETY                   | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| SPANISH CLUB                    | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| FALL JR HIGH CHEERLEADING       | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
| WINTER JR HIGH CHEERLEADING     | \$546   | \$578   | \$610   | \$642   | \$674   | \$706   | \$739   | \$771   | \$803   | \$835   | \$867   |
|                                 |         |         |         |         |         |         |         |         |         |         |         |

Ten years of experience in another school may be allowed.

Employee will advance not more than one experience step annually.

The Board of Education reserves the right whether or not to fill the position.

BERNE UNION LOCAL SCHOOL DISTRICT

SUPPLEMENTALS

2015-16

SUPPLEMENTAL BASE SALARY: \$3,275

| POSITION                      | 0 YRS   | 1 YRS   | 2 YRS   | 3 YRS   | 4 YRS   | 5 YRS   | 6 YRS   | 7 YRS   | 8 YRS   | 9 YRS   | 10 YRS  |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| HEAD FOOTBALL                 | \$3,275 | \$3,472 | \$3,668 | \$3,865 | \$4,061 | \$4,258 | \$4,454 | \$4,651 | \$4,847 | \$5,044 | \$5,240 |
| HEAD BOYS BASKETBALL          | \$3,275 | \$3,472 | \$3,668 | \$3,865 | \$4,061 | \$4,258 | \$4,454 | \$4,651 | \$4,847 | \$5,044 | \$5,240 |
| HEAD GIRLS BASKETBALL         | \$3,275 | \$3,472 | \$3,668 | \$3,865 | \$4,061 | \$4,258 | \$4,454 | \$4,651 | \$4,847 | \$5,044 | \$5,240 |
| BAND DIRECTOR                 | \$3,275 | \$3,472 | \$3,668 | \$3,865 | \$4,061 | \$4,258 | \$4,454 | \$4,651 | \$4,847 | \$5,044 | \$5,240 |
| HEAD VOLLEYBALL               | \$1,965 | \$2,162 | \$2,358 | \$2,555 | \$2,751 | \$2,948 | \$3,144 | \$3,341 | \$3,537 | \$3,734 | \$3,930 |
| HEAD BASEBALL                 | \$1,965 | \$2,162 | \$2,358 | \$2,555 | \$2,751 | \$2,948 | \$3,144 | \$3,341 | \$3,537 | \$3,734 | \$3,930 |
| HEAD BOYS TRACK               | \$1,965 | \$2,162 | \$2,358 | \$2,555 | \$2,751 | \$2,948 | \$3,144 | \$3,341 | \$3,537 | \$3,734 | \$3,930 |
| HEAD GIRLS TRACK              | \$1,965 | \$2,162 | \$2,358 | \$2,555 | \$2,751 | \$2,948 | \$3,144 | \$3,341 | \$3,537 | \$3,734 | \$3,930 |
| HEAD SOFTBALL                 | \$1,965 | \$2,162 | \$2,358 | \$2,555 | \$2,751 | \$2,948 | \$3,144 | \$3,341 | \$3,537 | \$3,734 | \$3,930 |
| HEAD GOLF                     | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| HEAD CROSS COUNTRY            | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT FOOTBALL***         | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT BOYS BASKETBALL***  | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT GIRLS BASKETBALL*** | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT VOLLEYBALL          | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT BOYS TRACK          | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT GIRLS TRACK         | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT BASEBALL            | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| ASSISTANT SOFTBALL            | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| BAND ASSISTANT I              | \$1,310 | \$1,507 | \$1,703 | \$1,900 | \$2,096 | \$2,293 | \$2,489 | \$2,686 | \$2,882 | \$3,079 | \$3,275 |
| JR HIGH FOOTBALL              | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| JR HIGH VOLLEYBALL            | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| JR HIGH BOYS BASKETBALL       | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| JR HIGH GIRLS BASKETBALL      | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| JR HIGH BOYS TRACK            | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |

|                                 |         |         |         |         |         |         |         |         |         |         |         |
|---------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| JR HIGH GIRLS TRACK             | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| YEARBOOK ADVISOR                | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| BAND ASSISTANT II               | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| BAND ASSISTANT III              | \$1,310 | \$1,408 | \$1,507 | \$1,605 | \$1,703 | \$1,801 | \$1,900 | \$1,998 | \$2,096 | \$2,194 | \$2,293 |
| FALL CHEERLEADING(VAR & JV)     | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| WINTER CHEERLEADING(VAR & JV)   | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| JR HIGH FOOTBALL ASSISTANT      | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| JR HIGH BOYS BASKETBALL ASSIST  | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| JR HIGH GIRLS BASKETBALL ASSIST | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| JR HIGH VOLLEYBALL ASSIST       | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| JR HIGH CROSS COUNTRY           | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| HIGH SCHOOL STUDENT COUNCIL     | \$1,146 | \$1,245 | \$1,343 | \$1,441 | \$1,539 | \$1,638 | \$1,736 | \$1,834 | \$1,932 | \$2,031 | \$2,129 |
| WINTER CONDITIONING             | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| SPRING CONDITIONING             | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| SUMMER CONDITIONING             | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| QUIZ BOWL                       | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| HONOR SOCIETY                   | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| SPANISH CLUB                    | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| FALL JR HIGH CHEERLEADING       | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |
| WINTER JR HIGH CHEERLEADING     | \$ 557  | \$ 590  | \$ 622  | \$ 655  | \$ 688  | \$ 721  | \$ 753  | \$ 786  | \$ 819  | \$ 852  | \$ 884  |

Ten years of experience in another school may be allowed.

Employee will advance not more than one experience step annually.

The Board of Education reserves the right whether or not to fill the position.

## SUPPLEMENTAL SALARY CATEGORIES

### **CATEGORY - I**

Head Football  
Head Boys Basketball  
Head Girls Basketball  
Band Director

### **CATEGORY - II**

Head Volleyball  
Head Baseball  
Head Boys Track  
Head Girls Track  
Head Softball

### **CATEGORY - V**

Fall Cheerleading (Varsity and Reserve)  
Winter Cheerleading (Varsity and Reserve)  
MS/Jr. High Football Assistant  
MS/Jr. High Volleyball Assistant  
MS/ Jr. High Boys Basketball Assistant  
MS/Jr. High Girls Basketball Assistant  
MS/Jr. High Cross Country – Coed  
High School Student Council Advisor

### **CATEGORY - III**

Head Golf – Coed  
Head Cross Country – Coed  
Assistant Football (up to 3 positions)  
Assistant Boys Basketball up to 3 positions)  
Assistant Volleyball  
Assistant Girls Basketball (up to 3 positions)  
Assistant Girls Track  
Assistant Boys Track  
Assistant Baseball  
Assistant Softball  
Band Assistant I

### **CATEGORY-IV**

MS/Jr. High Football  
MS/Jr. High Volleyball  
MS/Jr. High Boys Basketball  
MS/Jr. High Girls Basketball  
MS/Jr. High Boys Track  
MS/Jr. High Girls Track  
Yearbook Advisor  
Band Assistant II  
Band Assistant III

### **CATEGORY-VI**

Winter Conditioning  
Spring Conditioning  
Summer Conditioning  
Quiz Bowl  
Honor Society  
Spanish Club Advisor  
Fall MS/Jr. High Cheerleading  
Winter MS/Jr. High Cheerleading

The Board of Education reserves the right whether or not to fill the position.

**GRIEVANCE FORM  
BERNE UNION EDUCATION ASSOCIATION**

**GRIEVANCE NO.**

**DATE FILED**

\_\_\_\_\_

Grievant's Name \_\_\_\_\_ Position \_\_\_\_\_ Building \_\_\_\_\_

Grievance Defined \_\_\_\_\_

\_\_\_\_\_

Date of Action on which is the basis of this grievance: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

*NOTE: Attach additional relevant documents or statements.*

Signature of grievant: \_\_\_\_\_

\_\_\_\_\_

**STEP 1 - DATE FILED:**

**Administrative Response:** \_\_\_\_\_

*(Add attachment if additional space is needed)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Administrator's Signature \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

*(cc: Superintendent, Berne Union EA, and Grievant)*

**Grievant's Response to Step 1, Administrative Response:**

\_\_\_\_\_ The above response resolves this grievance and the matter is hereby resolved.

\_\_\_\_\_ The above response does not resolve this grievance and it is hereby requested the matter be carried to Step 2 of the Grievance Procedure.

Grievant's Signature

*cc: Superintendent, Berne Union EA*

Date

**STEP 2 - DATE FILED:**

**DATE OF HEARING:** \_\_\_\_\_

Administrative Response: \_\_\_\_\_

\_\_\_\_\_  
Administrator's Signature \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

*(cc: Berne Union EA, and Grievant)*

**Grievant's Response to Step 2, Administrative Response:**

\_\_\_\_\_ The above response resolves this grievance.

\_\_\_\_\_ The above response does not resolve this grievance and it is hereby submitted to Step 3.

\_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date

*cc: Superintendent, Berne Union EA*

**STEP 3 - DATE FILED:**

**DATE OF HEARING:** \_\_\_\_\_

Board Response: \_\_\_\_\_

*(Add attachment if additional space is needed)*

\_\_\_\_\_  
Signatory for the Board \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

*(cc: Superintendent, Berne Union EA, and Grievant)*

**Grievant's Response to Step 3, Board Response:**

\_\_\_\_\_ The above response resolves this grievance.

\_\_\_\_\_ The above response does not resolve this grievance and it is hereby submitted to arbitration.

\_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date

*cc: Superintendent, Berne Union EA*

**APPENDIX E**

**BERNE UNION LOCAL SCHOOL DISTRICT**

**OTES Teacher Notification**  
**Non-OTES Bargaining Unit Member Notification**

This document is to inform \_\_\_\_\_ that he/she will complete the following step of our evaluation cycle during the 20\_\_/20\_\_ school year.

- |       |    |                    |
|-------|----|--------------------|
| _____ | 1. | Value Added        |
| _____ | 2. | SLO                |
| _____ | 3. | Combination VA/SLA |
| _____ | 4. | Performance Review |

Signature of teacher/member \_\_\_\_\_ Date \_\_\_\_\_

Signature of administrator \_\_\_\_\_ Date \_\_\_\_\_

One (1) copy of this form is to be retained by the teacher, and one (1) copy will be placed in the personnel file when the cycle step is completed.

**Berne Union Local School District  
Teacher Evaluation Instrument  
Board Adoption Date: May 14, 2013**

**Index of Materials Contained in Teacher Evaluation Instrument**

Process Diagram

- Form A: Self-Assessment Summary Tool (To be used initially by all teachers to establish goals)
- Form B: Professional Growth Plan
- Form C: Pre-Observation Form for Teachers
- Form D: Class Visitation Report
- Form E: Post-Observation Reflection Form for Teachers
- Form F: Teacher Performance Evaluation Rubric
- Form G: Improvement Plan/Evaluation Plan (To be used by teachers identified for improvement)
- Form H: Student Learning Objective (SLO) Template
- Form I: Student Learning Objective (SLO) Template Checklist
- Form J: SLO Approval Status and Accompanying Rationale
- Form K: Final Summative Rating of Teacher Effectiveness

**Instrument Developed by Berne Union Local OTES Transition Team:** Jessica Wright, Gina Petros, Amanda James, Elizabeth Teeter, Melissa Sheets, Tirso Valenzuela, Steve House, Jon Parker, Steve Templin and Dale Dickson. Approval by the OTES Transition Team: May 2, 2013

Berne Union Local School District  
Teacher Evaluation Instrument

- I. Goal Setting
  - a. Based on Self-Assessment and Student Data Analysis
  - b. Goal setting process to be completed by first Pre-conference
  - c. Final review of goals to be completed by the Summative Evaluation
  
- II Teacher Performance & Professionalism Rubric
  - a. Based on walkthroughs and formal observations with pre- and post-conferences
  - b. First observation to be conducted by December 10
  - c. Second observation to be conducted by April 15
  - d. Third observation (when necessary) to be conducted by May 1
  
- III Student Growth
  - a. Based on Student Growth Measures (Value Added scores, SLOs)
  - b. SLOs to be submitted by September 30
  - c. SLO results to be submitted to principals by April 15
  - d. Summative evaluation to be completed by May 10

## Self-Assessment Summary Tool

Name \_\_\_\_\_

**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.

Date \_\_\_\_\_

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

**Professional Growth Plan**

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

**Self-Directed**

**Collaborative**

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

**Form C  
Berne Union  
Pre-Observation  
Optional Lesson Plan Format**

Teacher \_\_\_\_\_ Subject \_\_\_\_\_ Grade \_\_\_\_\_

**I. Learning Goals**

Ohio Academic Content Standard (s)/Common Core Standards:

What will your students know and be able to do at the end of this lesson?

How does this lesson fit into the sequence of learning in your classroom? What are connections to previous and future learning?

**II. Students**

Briefly describe the students in this class (gender, race/ethnicity, English language proficiency, economic status, exceptionalities, skill level, learning styles, etc.)?

What prior knowledge and skills do students need in order to be successful in reaching the goals of this lesson?

Explain rationale for grouping (if applicable).

### **III. Instructional Activities**

Lesson sequence

Estimated Time

Provide a thorough description of each and attach any materials.

Opening:

Main Activities:

Closing:

### **IV. Differentiation and Accommodations**

How will you differentiate instruction and/or provide accommodations for different individuals or groups of students in the class?

### **V. Assessment/Evaluation**

Attach assessments and assessment criteria.

How will the assessments reflect the learning goals and lesson purpose?

How will you determine student progress in meeting the goals for this lesson?

Teacher Initials \_\_\_\_\_ Evaluator Initials \_\_\_\_\_ Date of Conference \_\_\_\_\_

Form D

**TO BE USED FOR ALL CLASSROOM TEACHERS ANNUALLY**

**CLASS VISITATION REPORT**  
**(OBSERVATIONS TO HELP IMPROVE INSTRUCTION)**

Name \_\_\_\_\_ Date \_\_\_\_\_  
School Assigned \_\_\_\_\_ Years in Building \_\_\_\_\_  
Years in Assignment \_\_\_\_\_ Period \_\_\_\_\_  
School Influences \_\_\_\_\_  
Class \_\_\_\_\_ Level \_\_\_\_\_ Grade \_\_\_\_\_  
Time \_\_\_\_\_ Weather Condition \_\_\_\_\_  
Class Activity \_\_\_\_\_

**GENERAL:**

**COMMENDATIONS:**

**RECOMMENDATIONS:** (Any deficiencies will be reported on Form D)

Educator may comment or respond on reverse side of this form.

**SIGNATURES:** Signatures do not necessarily mean concurrence; rather that the process was carried out.

Educator \_\_\_\_\_ Date \_\_\_\_\_

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

Form E

**POST-OBSERVATION REFLECTION FORM  
FOR TEACHERS**

Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_  
School \_\_\_\_\_ Date of Conference \_\_\_\_\_  
Grade(s) \_\_\_\_\_ Subject Area (s) \_\_\_\_\_

---

*These questions MAY be asked during the post conference.*

1. In general, how successful was the lesson? Did the students learn what you intended them to learn? How do you know? (**Lesson Delivery**, Standard 2: Content; Standard 4: Instruction)
2. What misconceptions (if any) were discovered? How were they addressed? (**Lesson Delivery**, Standard 2: Content; Standard 4: Instruction)
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning? (**Classroom Environment**, Standard 1: Students; Standard 5: Learning Environment)
4. Comment on different aspects of your instructional delivery (3.g. activities, grouping of students, materials and resources). To what extent were they effective? (**Resources**, Standard 2: Content; Standard 4: Instruction)
5. To what extent did the activities engage and challenge all students? (**Differentiation**, Standard 1: Students; Standard 4: Instruction)
6. If you had a chance to teach this lesson again to the same group of students, what would you do differently from planning to execution?

## FORM F

### Ohio Teacher Evaluation System

### Assessment of Teacher Performance

## Teacher Performance Evaluation Rubric

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

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

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

| INSTRUCTIONAL PLANNING |   |  |  |  |  |
|------------------------|---|--|--|--|--|
| INSTRUCTIONAL PLANNING | <p><b>KNOWLEDGE OF STUDENTS<br/>(Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i><br/>Analysis of Student Data<br/>Pre-Conference</p> | <p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher'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><b>LESSON DELIVERY</b><br/>(Standard 2: Content;<br/>Standard 4: Instruction;<br/>Standard 6: Collaboration<br/>and Communication)</p> <p><i>Sources of Evidence:</i><br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p> | <p>A teacher’s explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p> | <p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students’ questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p> | <p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p> | <p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p> |
|                            | Evidence  |   |   |  |   |
|                            | <p><b>DIFFERENTIATION</b><br/>(Standard 1: Students;<br/>Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p>                                  | <p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>   | <p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>   | <p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>   | <p>The teacher matches strategies, materials, and/or pacing to students’ individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>  |
| Evidence                   |   |   |   |  |   |

| Instruction and Assessment |  |  |  |  |   |
|----------------------------|--|--|--|--|---|
|                            |  | Ineffective  | Developing   | Skilled  | Accomplished  |
|                            | <p><b>RESOURCES</b><br/><b>(Standard 2: Content;<br/>Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p> | Instructional materials 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 students' 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. |
| <b>Evidence</b>            |  |  |  |  |   |

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

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

| Professionalism        |  |   |  |  |  |
|------------------------|--|---|--|--|--|
|                        |  | Ineffective   | Developing   | Skilled  | Accomplished   |
| <b>PROFESSIONALISM</b> | <p><b>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b></p> <p><i>Sources of Evidence:</i><br/>Professional Development Plan or Improvement Plan;<br/>Pre-conference;<br/>Post-conference;<br/>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> |
|                        | <b>Evidence</b>  |   |  |  |  |

### Improvement Plan: Evaluation of Plan

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

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

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

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

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

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

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

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

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

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

## Improvement Plan

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

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

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

| Beginning Date | Ending Date | Level of Performance<br>Specifically Describe Successful Improvement Target(s) |
|----------------|-------------|--|
|                |             |  |

## Improvement Plan (continued)

### Section 3: Specific Plan of Action

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

| Actions to be Taken | Sources of Evidence that Will Be Examined |
|---------------------|---|
|                     |   |

### Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

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

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

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

FORM H

1 of 2

## Student Learning Objective (SLO) Template

*This template should be completed while referring to the SLO Template Checklist.*

Teacher Name: \_\_\_\_\_ Content Area and Course(s): \_\_\_\_\_ Grade Level(s): \_\_\_\_\_ Academic Year: \_\_\_\_\_

Please use the guidance provided in addition to this template to develop components of the student learning objective and populate each component in the space below.

### Baseline and Trend Data

*What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?*

### Student Population

*Which students will be included in this SLO? Include course, grade level, and number of students.*

### Interval of Instruction

*What is the duration of the course that the SLO will cover? Include beginning and end dates.*

### Standards and Content

*To what related standards is the SLO aligned?*

**FORM H**  
**2 of 2**

**Assessment(s)**

*What assessment(s) will be used to measure student growth for this SLO?*

**Growth Target(s)**

*Considering all available data and content requirements, what growth target(s) can students be expected to reach?*

**Rationale for Growth Target(s)**

*What is your rationale for setting the above target(s) for student growth within the interval of instruction?*

**Form I**  
**1 of 2**

**STUDENT LEARNING OBJECTIVE (SLO) TEMPLATE CHECKLIST**

*This checklist should be used for both writing and approving SLOs. It should be made available to both teachers and evaluators for these purposes. For an SLO to be formally approved, ALL criteria must be met, and every box below will need a check mark completed by an SLO evaluator.*

| <b>Baseline and Trend Data</b>   | <b>Student Population</b>  | <b>Interval of Instruction</b>  | <b>Standards and Content</b>  | <b>Assessment(s)</b>  | <b>Growth Target(s)</b>  | <b>Rationale for Growth Target(s)</b>  |
|--|--|---|---|---|--|--|
| <i>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</i>  | <i>Which students will be included in this SLO? Include course, grade level, and number of students.</i>   | <i>What is the duration of the course that the SLO will cover? Include beginning and end dates.</i> | <i>What content will the SLO target? To what related standards is the SLO aligned?</i>  | <i>What assessment(s) will be used to measure student growth for this SLO?</i>  | <i>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</i>   | <i>What is your rationale for setting the target(s) for student growth within the interval of instruction?</i>   |
| <input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments)<br><input type="checkbox"/> Draws upon trend data, if available<br><input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses | <input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO<br><input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth<br><input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO | <input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)           | <input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations<br><input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction<br><input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted) | <input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended<br><input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course<br><input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used<br><input type="checkbox"/> Follows the guidelines for appropriate assessments | <input type="checkbox"/> All students in the class have a growth target in at least one SLO<br><input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth<br><input type="checkbox"/> Sets developmentally appropriate targets<br><input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth<br><input type="checkbox"/> Sets ambitious yet attainable targets | <input type="checkbox"/> Demonstrates teacher knowledge of students and content<br><input type="checkbox"/> Explains why target is appropriate for the population<br><input type="checkbox"/> Addresses observed student needs<br><input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets<br><input type="checkbox"/> Explains how targets align with broader school and district goals<br><input type="checkbox"/> Sets rigorous expectations for students and teacher(s) |

**Form I**  
**2 of 2**

| <b>% of students that exceeded/ met growth target</b> | <b>Descriptive Rating</b> | <b>Numerical Rating</b> |
|---|---------------------------|-------------------------|
| 90 - 100  | <b>Most Effective</b>     | <b>5</b>                |
| 80 - 89   | <b>Above Average</b>      | <b>4</b>                |
| 70 - 79   | <b>Average</b>            | <b>3</b>                |
| 60 - 69   | <b>Approaching Avg.</b>   | <b>2</b>                |
| 59 or less  | <b>Least Effective</b>    | <b>1</b>                |

**Final SLO Percentage**

% Exceeding/Meeting Target:    %

% Below Target:    %

**NUMERICAL RATING  
OF SLO:**

**FORM J**

**SLO Approval Status and Accompanying Rationale**

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

Subject: \_\_\_\_\_

Grade: \_\_\_\_\_

SLO Focus Area: \_\_\_\_\_

**Based on the SLO team’s review, the SLO approval status is:**

○ **Approved**

The SLO has met the criteria and expectation outlined in the SLO guidance checklist. As a result:

- The teacher has focused on the “right” goals.
- The SLO covers the course content and identifies the students who truly need to improve.
- The SLO is logically related to improved student learning.
- The SLO is leading to more equality of educational opportunities for all students.
- The SLO does not lead to unintended consequences, such as the curriculum becoming unacceptably narrowed.

○ **Not Approved**

The SLO does not meet the criteria and expectations outlined in the SLO guidance checklist. The SLO requires further development in the areas listed below. Once the outstanding areas are sufficiently addressed, the SLO will be approved. Areas requiring further development:

\_\_\_\_\_ Baseline and Trend Date

\_\_\_\_\_ Assessments

\_\_\_\_\_ Student Population

\_\_\_\_\_ Growth Target(s)

\_\_\_\_\_ Interval of Instruction

\_\_\_\_\_ Rationale for Growth Target(s)

\_\_\_\_\_ Standards and Content

\_\_\_\_\_ Score Chart

\_\_\_\_\_  
SLO Team’s Signature and Date

**FORM K**  
 Berne Union Local School District  
 Teacher Evaluation Instrument

**Final Summative Rating of Teacher Effectiveness**

|   |                          |                    |                          |              |
|---|--------------------------|--------------------|--------------------------|--------------|
| Teacher Performance/<br>Communications/Professionalism<br>50% | Ineffective              | Developing         | Proficient               | Accomplished |
|   |                          |                    |                          |              |
| Cumulative Performance Rating                                 |                          |                    |                          |              |
|   |                          |                    |                          |              |
| Areas of reinforcement/Refinement                             |                          |                    |                          |              |
|   |                          |                    |                          |              |
| Student Growth Data 50%                                       | Below Expected<br>Growth | Expected<br>Growth | Above Expected<br>Growth |              |
|   |                          |                    |                          |              |

Check here if Improvement Plan has been recommended

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

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

**Recommendation for Contract Renewal**

\_\_ Not contract renewal year      \_\_ 1 yr limited contract      \_\_ 3 yr limited contract

\_\_ 5 yr limited contract      \_\_ Continuing contract

The signatures above indicated 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.

|                |          | Teacher Performance |              |             |             |
|----------------|----------|---------------------|--------------|-------------|-------------|
|                |          | 4                   | 3            | 2           | 1           |
| Student Growth | Above    | Accomplished        | Accomplished | Skilled     | Developing  |
|                | Expected | Skilled             | Skilled      | Developing  | Developing  |
|                | Below    | Developing          | Developing   | Ineffective | Ineffective |









**APPENDIX F**

**SCHEDULE OF BENEFITS**

**Prescription Drug Expense Benefits**  
For Employees and Dependents

|  |   |
|--|---|
| <b>Copay amount for:</b> <ul style="list-style-type: none"><li>• Retail Pharmacy – generic</li><li>• Retail Pharmacy – formulary</li><li>• Retail Pharmacy – brand</li><li>• Mail Service – generic</li><li>• Mail Service – formulary</li><li>• Mail Service - brand</li></ul>  | \$5 per prescription or refill<br>25% of the cost up to a maximum copay of \$100 per prescription or refill<br>50% of the cost up to a maximum copay of \$150 per prescription or refill<br>\$10 per prescription or refill<br>\$30 per prescription or refill<br>\$60 per prescription or refill |
| <b>Maximum benefit per calendar year</b> <ul style="list-style-type: none"><li>• Retail Pharmacy</li><li>• Mail Service</li></ul>  | \$2,000 per Covered Person<br>\$5,000 per Covered Person  |
| <b>Dispensing limit</b> <ul style="list-style-type: none"><li>• Retail Pharmacy</li><li>• Mail Service</li></ul>   | 30 days<br>90 days  |
| <p>Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. No benefits are payable for prescription drugs purchased at non-Member Pharmacies.</p> <p>Effective with newly prescribed medications, after July 1, 2006, the most cost effective drug (step-one or first-line), rather than more costly drug (step-two or second-line) will be dispensed first.</p> <p>The purpose of this provision is to use drugs in a sequential therapy program. Drugs that qualify for this step-therapy are often costly and highly advertised. Drugs for a given condition will be dispensed beginning with first-line, and then progress to more costly drugs as medical conditions warrant</p> |   |

## Specialty Pharmacy

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|---|---|
| Copay amount for: <ul style="list-style-type: none"><li>• Mail Order Services (offered on a Mail Order basis only)</li></ul>  | \$250 per prescription or refill<br><br>Out of Pocket maximum of \$3,000 per calendar year<br><br>30 day supply |
| <b>Maximum Benefit</b>  | Combined with the lifetime medical maximum of \$3,000,000   |
| <p>Specialty drugs are newer, high cost drugs. When there is a medical need for these drugs, dispensation is placed in a specialty pharmacy management program.</p> <p>Specialty drugs are not subject to the retail and mail order annual maximum.</p> <p>Please contact the pharmacy benefit manager for additional detail.</p> |   |