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06/18/2014

NEGOTIATED AGREEMENT

between the

**BATH LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

BATH EDUCATION ASSOCIATION

July 1, 2014 – June 30, 2017

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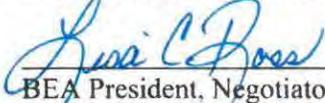
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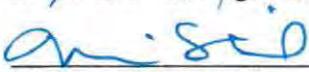
ARTICLE I

1.1 TERMS OF AGREEMENT

- 1.11 The Board of Education of the Bath Local School District and the Bath Education Association hereby agree that the items in this document be adopted upon ratification by the Association and adoption by the Board to be in effect from July 1, 2014, and continuing in effect through June 30, 2017.
- 1.12 The Board of Education and the Bath Education Association agree that this document shall be the base from which future negotiations shall proceed.
- 1.13 As soon as practicable, but not later than sixty (60) days after ratification, this Agreement will be sent to SERB.
- 1.14 In witness thereof, we, the undersigned representatives of the Board of Education and the Bath Education Association, its officers and members, have hereunto set our hands this 17th day of June, 2014.

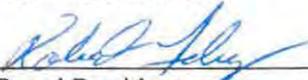
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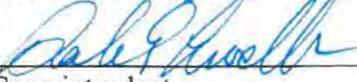
By: 
BEA President, Negotiator

By: 
BEA Head Negotiator

By: _____
BEA Secretary

BATH LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Board President

By: 
Superintendent

By: 
Treasurer

ARTICLE II

2.1 RECOGNITION

- 2.11 The Bath Local School District Board of Education recognizes the Bath Education Association, affiliate of the Ohio Education Association, and the National Education Association, as the sole and exclusive representative, for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all licensed and/or certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, tutors, guidance counselors, librarians, media and program specialists, nurses. No substitutes can be used to fill a regular teacher vacancy except on a temporary basis. A vacancy is not created because a teacher is on approved leave, paid or unpaid.
- 2.12 Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic Director, non-certified employees and all non-certificated/non-licensed employment, other substitutes, and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall also include any newly created non-supervisory certificated/licensed position having a community of interest in wages, hours, and terms and conditions of employment with teachers in the unit as described above.

2.2 DEFINITIONS

- 2.21 The following definitions apply to this Agreement unless expressly provided otherwise:
- 2.211 The “Association” means the Bath Education Association and members acting on behalf of the Association.
- 2.212 The “Board” means the Bath Local School District Board of Education and its administrators and others authorized to act on its behalf.
- 2.213 “Days” means work days.
- 2.214 “District” means Bath Local School District.
- 2.215 “Teacher” means an employee of the Board in the bargaining unit described in paragraph 2.11 above.
- 2.216 “Full Time” teacher means a member of the bargaining unit who is employed to work a day as defined in Article XIX, Section 19.21 for a minimum of one hundred twenty (120) days or more in one (1) school year.

- 2.217 “Part Time” teacher means a member of the bargaining unit who works less than a full day as defined in Article XIX, Section 19.21 and/or for less than one hundred twenty (120) days in one (1) school year.
- 2.218 “Home Instruction Tutor” means an hourly employee excluded from bargaining unit who works less than one (1) full day as defined in Article XXIX, Section 19.21 and/or for less than one hundred twenty (120) days in one (1) school year.
- 2.219 “Athletic Director” means a teacher or administrator who has been assigned the responsibility for daily supervision of Bath’s athletic and co-curricular activities.
- 2.220 “Comparable Evaluations” means certificated/licensed personnel receiving the same summative rating on the OTEs evaluation.

ARTICLE III

3.1 ENTIRE AGREEMENT

- 3.11 The specific provisions of the Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit.
- 3.12 The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior Agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

ARTICLE IV

4.1 WAIVER OF NEGOTIATIONS

- 4.11 The Association acknowledges that during the negotiations leading to the execution of this agreement, it had the full opportunity to submit all items appropriate to collective bargaining and that it expressly waives the right, except as spoken to in this agreement, to submit any additional item for negotiation during the term of this agreement, whether or not the item was discussed during the course of negotiations leading to the execution of this agreement.
- 4.12 The specific provisions of this agreement are the sole source of any rights that the Association or any member of the bargaining unit may allege the Board has violated in filing a grievance.

ARTICLE V

5.1 SEVERABILITY

5.11 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary.

5.111 If any specific provision(s) of this Agreement is (are) invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

5.112 If any specific provisions) of this Agreement is (are) found unlawful after court Appeals have been exhausted or withdrawn, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE VI

6.1 NON-DISCRIMINATION PROVISION

6.11 Teachers shall be employed by the Bath Local Schools without regard to race, color, creed, national origin, age, sex, religion, ancestry, marital status, sexual orientation, or handicap.

ARTICLE VII

7.1 **BOARD POLICIES**

- 7.11 The Board shall make copies of school district Policies available on the District website.
- 7.12 Willful violation of school policy may subject a teacher to the due process/discipline procedures in Article XIII.

ARTICLE VIII

8.1 MANAGEMENT RIGHTS

8.11 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including but not limited to management's right to:

8.111 determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure.

8.112 hire, assign, direct, schedule, supervise, and evaluate teachers.

8.1121 Per Article 34.51, evaluation guidelines concerning student growth measures will be located in Appendix C during the contract period. The Board of Education will comply with O.R.C. 3319.111, 3319.112, and Board of Education Policy in evaluating bargaining unit members.

8.1122 The June 1 deadline for a notice of non-renewal contained in ORC 3319.11 shall remain in effect.

8.1123 Any grievance pertaining to a bargaining unit member's evaluation shall be limited to procedural issues. No grievance may be filed relative to the substantive issues contained within the evaluation.

8.113 maintain and improve the efficiency and effectiveness of school operations.

8.114 determine the methods, processes, means, and personnel by which school operations are to be conducted.

8.115 suspend, discipline, demote, or terminate teachers for just cause.

8.116 lay off, transfer, promote, or retain teachers.

8.117 determine the adequacy of the work force.

8.118 determine the overall mission of the school district as an educational unit; effectively manage the work force.

8.119 take actions to carry out the mission of the school district.

- 8.120 determine the work hours of teachers and the instructional hours for pupils.
- 8.121 direct, assign and schedule pupils.
- 8.122 establish a competency based education program for all subjects to include, but limited to pupil performance objectives, Bath testing instruments and use of associated record keeping systems.
 - 8.1221 The competency based education program in grades K-12 shall be reading, writing/language arts, mathematics, science and social studies as prescribed by the State of Ohio.
- 8.123 establish a Mentor Program utilizing department heads and/or grade level chairperson and/or county supervisors.
 - 8.1231 Any state funds for support of this Mentor Program shall be used to supplement salaries of department heads and grade level chairperson when established.

ARTICLE IX

9.1 ASSOCIATION RIGHTS

9.11 Use of Facilities

- 9.111 The Association shall have the right to post notices, except items related to a potential strike, of activities and matters of Association concern on Association bulletin boards.
 - 9.1111 The Board shall provide at least one (1) bulletin board in each school building in areas frequented by teachers.
 - 9.1112 The Association may use the District mail service and teacher mailboxes for all communications except items related to a real or potential Bath strike, without interference, censorship or examination of such communication by the Board.
 - 9.1113 The Association shall have the right to use school facilities and equipment at no charge provided such does not relate to a real or potential Bath strike.
- 9.12 Authorized representatives of the Association shall be permitted to transact Association business on school property.
- 9.13 The Association shall be the exclusive representative of teachers in the bargaining unit.
- 9.14 The Association shall have the right to receive a list of names, assignments, seniority list, work locations, and telephone numbers and home addresses of teachers (except for those who request the withholding of telephone numbers and addresses), contract status, and placement on the salary schedule for all members of the bargaining units.
 - 9.141 This list shall be provided to the Association President at no cost by November 1st of each year.
- 9.15 The Superintendent shall make available to the Association President, on the second day before each Board of Education meeting, a copy of the agenda for that meeting.
 - 9.151 The minutes up for Board action shall be made available to the Association with the agenda for that meeting.
- 9.16 Provided the Association's designated representative shall be given sufficient time on the agenda at faculty meetings and workshops to present reports and announcements.

- 9.17 The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.
- 9.18 The Board and Association shall, upon written request, furnish the other available non-confidential information in its existing form which is relevant to proper subjects of bargaining or which is directly related to and necessary for administration of the terms of this Agreement. Such information shall be furnished within ten (10) calendar days of receipt of request.
- 9.19 The right of payroll deduction shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. The Board shall make payroll deduction of Association dues, Bath Education Association Scholarship Fund, Political Action Contribution, and/or annuity on the following basis:
- 9.191 Payroll deduction of Association dues shall be made upon the written authorization of the teacher. Teachers who select Continuing Payroll Deduction shall remain continuous from school year to school year until revoked in writing by the teacher. The association representative shall provide a copy of the authorization and/or revocation to the Association treasurer as well as to the Treasurer of the Board.
- 9.192 The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount of dues to be deducted may be increased or decreased from school year to school year upon receipt by the Treasurer of written notice of such change on or before the first Friday after instruction begins. Dues shall be deducted in approximately twenty-four (24) equal installments from teacher paychecks, beginning in late September. The dues of a teacher who does not work a full work year shall be prorated by the amount determined by the Association treasurer and any balance of dues owed shall be deducted from the teacher's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.
- 9.193 With respect to all sums deducted by the Board pursuant to authorization of the teacher for membership dues, the Board agrees promptly to remit such monies to the Bath Education Association Treasurer along with an alphabetical list of teachers for whom such deductions have been made and any changes that may have occurred since the previous list.
- 9.20 The rights granted herein to the Association shall not be granted or extended to any competing organization with respect to teachers.

- 9.21 Any certificated/licensed employee of the Bath Local School District, who resides outside the Bath Local School District, may bring his/her child/children to Bath Local Schools without paying tuition. Transportation of this child is the responsibility of the employee. The Superintendent must be given written notice to activate this enrollment.

ARTICLE X

10.1 NEGOTIATION PROCEDURE

10.11 Directing Requests

- 10.111 Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiation meetings shall be submitted between fifty (50) and one hundred (100) days prior to the expiration of the contract term.

10.12 Negotiation Meetings

- 10.121 The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties.
- 10.122 Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. As used in this Article, the terms "Board" and "Association" shall be construed to include their respective representatives. Times and dates as used in this Article may be changed by mutual agreement.

10.13 Representation

- 10.131 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board and of the Association shall meet at mutually agreed times to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 10.132 There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association. The Board shall make copies of the final agreement available in each building office and/or library within thirty (30) days after the agreement is signed.
- 10.133 The Board shall make copies of adopted school district policies available in each building office and/or library within the district. Any policy changes and/or additions shall be made available in the same locations within thirty (30) days of adoption.

10.14 Information

- 10.141 The Association and Board agree to furnish each other upon written request and in reasonable time all factual information pertinent to the items being negotiated. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

10.15 While Negotiations are in Progress

- 10.151 “Caucus” – The Chairman of either group may recess his group for independent caucus of reasonable duration at any time.
- 10.152 “Protocol” – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
- 10.153 “Item Agreement” – As negotiation items receive tentative agreement they shall be reduced to writing, dated and initialed by each party.
- 10.154 “Schedule of Meetings” – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

10.16 Agreement

- 10.161 When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval.

10.17 Disagreement

- 10.171 When the parties are unable to reach agreement within thirty (30) days of the expiration date of this Agreement, either party may call for mediation. A mediator may be selected by agreement.
- 10.172 If agreement on selection of a mediator is not reached within five (5) calendar days after the call for mediation, a joint letter shall be written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.
- 10.173 Any costs, should they occur for Federal Mediation and Conciliation Service shall be shared equally between the Association and the Board of Education.

10.174 The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

10.1741 In the event an agreement cannot be achieved within thirty (30) days of the first mediation session the Association may invoke Article XI, Section 11.175.

10.175 In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code which states:

10.1751 “No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.”

10.18 Rights of Individuals

10.181 Nothing in this Document shall prohibit any certificated teaching employee from presenting views, proposals, or grievances in accordance with established procedure, and any cost shall be borne by the individual. Negotiations, however, shall be conducted according to this contract.

10.19 Good Faith Bargaining

10.191 The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement.

10.192 The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession or counter proposal.

10.20 The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed by the parties.

ARTICLE XI

11.1 **GRIEVANCE PROCEDURE**

11.11 Definitions Concerning Grievances

- 11.111 A “grievance” is a claim by the Association or by one (1) or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement, or a violation, misapplication or misinterpretation of Board policy.
- 11.112 “Grievant” shall mean a person(s) in the bargaining unit making the complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance and the complaint shall be considered as one grievance.
 - 11.1121 Such person(s) or the Association may be represented or accompanied by a representative of the Association’s choosing at any formal level of this procedure.
- 11.113 “Bargaining Unit” shall mean as defined in the recognition language of this contract.
- 11.114 The “time limits” contained in this Section shall serve as a maximum.
 - 11.1141 Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance.
 - 11.1142 Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure.
 - 11.1143 If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the district due to vacation, professional leave or emergency business, the appeal period shall be extended to accommodate such absence.
- 11.115 “Day” means school day during the regular school year and Monday-Friday (other than holidays) during summer.
- 11.116 “Immediate Supervisor” shall mean the administrator(s) to whom the member(s) of the bargaining unit report and/or who evaluate his/her performance.

11.12 Purpose of Grievance Procedure

- 11.121 The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to the grievances of all members in the bargaining unit.
- 11.122 Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

11.13 Procedure

11.131 Level One

- 11.1311 A person with a grievance shall first discuss it with his immediate supervisor, within five (5) days of the date of the incident giving rise to the grievance, for the purpose of resolving the matter informally.

11.14 Formal Grievance Procedure

11.141 Level Two

- 11.1411 If the grievant is not satisfied with the outcome of informal procedures, he may present his/her claim within ten (10) days of the date of the incident giving rise to the grievance as a formal grievance in writing to his/her immediate supervisor(s) and to his/her BEA – PR&R Committee chairman (see form in Appendix D).
- 11.1412 The immediate supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Chairman of the BEA – PR&R Committee and to the Superintendent.

11.142 Level Three

- 11.1421 If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the BEA – PR&R Committee and the Superintendent or his/her authorize representative (hereafter “Superintendent”) with a copy to the principal within five (5) days.
- 11.1422 The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, representatives of the BEA – PR&R Committee, and all parties involved, for the purpose of resolving the grievance.

- 11.1423 The Superintendent shall within five (5) days after this hearing, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the BEA – PR&R Committee chairperson and the principal.
- 11.1424 If the grievant is not satisfied with the disposition of the Superintendent on a grievance concerning Board policy, he or she may appeal to the Board by filing a written appeal with the Treasurer within five (5) days of receipt of the Superintendent’s disposition.
- 11.14241 If such an appeal is timely filed, the grievant may appeal before the Board in executive session with Association representation to present the grievance, at the next regular Board meeting or at a special meeting called by the Board for that purpose within thirty (30) days of the filing of the appeal.
- 12.14242 The Board shall send the grievant, the Association President and the Superintendent a copy of its disposition of the grievance within ten (10) days of the meeting.
- 11.14243 The Board’s disposition of a policy grievance may not be appealed to arbitration.
- 11.143 Level Four
- 11.1431 If the grievant is not satisfied with the disposition of his/her grievance at Level Three on a grievance alleging a violation, misinterpretation or misapplication of this Agreement, he/she may, within five (5) days, request in writing that the chairperson of the BEA – PR&R Committee submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.
- 11.1432 The BEA – PR&R Committee shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.
- 11.14321 Within five (5) days after receipt of the request for arbitration by the Superintendent, representatives of the Board and the Association shall meet to select an arbitrator.
- 11.14322 If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method.
- 11.14323 Either party shall be entitled to request a second list.

- 11.1433 Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.
- 11.1434 The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
- 11.1435 The arbitrator shall hold the necessary hearings promptly, issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, and the Association and the grievant(s).
- 11.1436 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language therein arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential reaching the determination.
- 11.1437 The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
- 11.1438 Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne by the loser of the grievance. If the arbitrator does not grant total relief to one party over the other, the expenses shall be borne equally.

11.15 Scope of Grievance Application

- 11.151 This grievance procedure governs all members of the bargaining unit of the school district.

11.16 Professional Rights Provision

- 11.161 No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the BEA – PR&R Committee, or any participant in the grievance procedure by reason of such participation.

11.17 Miscellaneous Grievance Procedure

- 11.171 So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.
- 11.172 In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 11.173 If the BEA – PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time.
- 11.174 Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

11.18 Exclusivity of the Grievance Procedure

- 11.181 The procedures contained in this article constitute the sole and exclusive method of considering the redressing grievances arising during the life of this Contract and any extensions thereof.
- 11.182 It is expressly understood and agreed that neither the Association nor any member of the bargaining unit shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or changes with a state or federal agency in connection with any dispute, which is or could have been a matter presented as a grievance within this grievance procedure.
- 11.183 It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.
- 11.184 It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

ARTICLE XII

12.1 DUE PROCESS/DISCIPLINE PROCEDURES

12.11 Application

12.111 This Article does not extend to normal administrative conferences conducted with a member of the bargaining unit for purposes such as seeking information, clarifying Administrative/Board positions or evaluating personnel.

12.112 During such conferences, if held during time when the teacher is responsible for a class, supervision shall be provided for the class(es) of the teacher.

12.21 Discipline

12.211 The Superintendent or his/her designated representative shall inform the teacher of any corrective action taken and shall place in the teacher's personnel file copies of any written action or memoranda of non-written action taken. A copy shall be made available to the teacher.

12.31 Procedures: Teacher Discipline Conference

12.311 Before imposing a written reprimand or suspension without pay, the Superintendent or his/her designated representative shall hold a conference with the teacher to give the teacher an opportunity to learn the reasons for the intended action or otherwise to explain his behavior.

12.312 The teacher has the right to be accompanied at the conference by one association representative along with one advisor of his/her own choosing.

12.313 The conference will be scheduled as promptly as possible by the Superintendent or his/her designated representative, taking into consideration availability of selected representation.

12.314 The Superintendent or his/her designated representative may tape record the conference, as may the teacher or his/her representative.

12.41 Progressive Discipline

12.411 Ordinarily, the first instance of misconduct by a teacher shall result in an oral reprimand from his/her immediate supervisor, or the Superintendent or his/her designated representative.

- 12.4111 Further misconduct shall result in a written reprimand by the immediate supervisor or Superintendent of his/her designated representative.
- 12.4112 Further misconduct may result in suspension without pay.
- 12.4113 The Superintendent may suspend an employee without pay for up to three (3) work days for insubordination, neglect of duty, violation of reasonable rules and regulations of the Board of Education, for violation of reasonable administrative policies or directives adopted by the Board, or for other just cause.
- 12.4114 Before any such suspension is imposed, the employee will be furnished with written notification of the suspension, including the dates and reasons therefore.
- 12.41141 If requested in writing within three (3) working days of the receipt of notification, the employee will be granted a hearing before the Superintendent or his designee. At such hearing, the employee will have the opportunity to present evidence or explain the basis for the suspension.
- 12.41142 The employee may be represented by any person of his choosing at the hearing.
- 12.41143 Such hearing will be scheduled within ten (10) working days from the receipt of request from the employee.
- 12.4115 Within five (5) working days following the hearing, the Superintendent will provide the employee with a written review of the hearing and the determination and judgment thereon. If the suspension is upheld, the reason will be provided.
- 12.4116 If any grievance is filed because of action taken under this section, the grievance will go directly to arbitration and the decision of the arbitrator shall be binding on all parties.
- 12.4117 Fringe benefits shall stay in effect during the time of any suspension.
- 12.4118 No provision of this Article substitutes any right or procedure provided by O.R.C. 3319.16 and 3319.161 of the Ohio Revised Code, with respect to termination.
- 12.4119 This Article does not apply to non-renewal of a limited teaching contract or the failure to rehire an employee for a supplemental duty.

12.51 Immediate Removal

12.511 Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

12.5111 theft or damage to property of the district;

12.5112 theft of or damage to the property of a fellow employee;

12.5113 insubordination, or the uttering of threatening or abusive language toward management personnel, other teachers or the public;

12.5114 intoxication, working under the influence of a controlled substance, or the sale, possession or use of any controlled substances;

12.5115 falsification of any district records or employment records; and

12.5116 fighting

12.61 Dismissal: Criminal Records Check

12.611 The parties acknowledge that R.C. 3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position represented by the BEA, the following procedures shall be followed:

12.6111 upon receipt of the report from the Bureau of Criminal Identification an Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the teacher from employment pursuant to R.C. 3319.39.

12.6112 the Superintendent shall hold a conference promptly with the teacher who is subject to an adverse criminal records check and provide the individual with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

12.6113 the Superintendent then shall determine whether the statute requires release of the teacher and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

12.612 This section is the exclusive procedure for release of a teacher from employment because of an adverse criminal records check in accordance with R.C. 3319.39. The teacher's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of teachers.

12.71 Sole and Exclusive Remedy

12.711 The grievance procedure shall be the sole and exclusive remedy for a teacher wishing to contest the imposing or severity of a discipline action. The arbitrator may reduce the severity of the punishment if the circumstances so warrant.

ARTICLE XIII

13.1 REGULAR TEACHERS' CONTRACTS

13.11 There are two (2) types of contracts for regular teaching duties:

13.111 Limited Contracts: not to exceed two (2) school years in duration; and

13.112 Continuing Contracts: which shall remain in effect until teacher retires, resigns, is laid off, or is terminated.

13.1121 Teachers eligible for continuing service status shall be those teachers qualified as to certification, who within the last five (5) years have taught for at least three (3) years in Bath Local School District, and those teachers who, have attained continuing contract elsewhere, upon recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period, declare any of the later teachers eligible.

13.1122 Continuing contracts shall be granted only to a teacher with the following certification or licensure status:

13.11221 Any teacher holding a professional, permanent, or life teacher's certificate;

13.11222 Any teacher holding a professional educator license who has completed the applicable one of the following:

13.112221 If the teacher did not hold a master's degree at the time of initially receiving a teacher's certification under the former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in the area related to the teaching field since the initial issuance of such certificate or license, as specified in the rules which the State Board of Education shall adopt;

13.112222 If the teacher holds a master's degree at the time initially receiving a teacher's certificate under the former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate of license, as specified in the rules which the State Board of Education shall adopt.

13.12 Limited contracts shall expire at the end of the last work day in the term of the contract. However, a limited contract shall automatically be deemed renewed for one school year unless the Board, on or before April 30:

- 13.121 Adopts a resolution in public session of its intention not to renew the employment of that teacher; and
- 13.122 Mails a written note of the non-renewal by certified mail, return receipt requested, to the teacher at the address appearing for him or her on the treasurer's records. Each teacher is responsible for keeping a current address on file with the treasurer and making any necessary changes therein.
- 13.123 During the life of this contract all Bath teachers are expected to renew existing certification/licenses (other than administrative) when his/her certification/license is to expire. This requirement is only for certificate/license subject and grade level of current assignment. All teachers must file all of their existing certificate/licenses and renewed certificate/licenses with the Superintendent. During the lifetime of this contract a teacher who does not renew the certificate/license for area of current assignment is not entitled to reassignment or transfer to another field. The Board of Education shall grant the teacher a one (1) year unpaid leave to renew the certification/license in the teaching field to which the teacher was assigned or allow them to renew their certification/license by the next July 1st and get their old job back. A teacher may ONLY apply for a job opening outside of their current assignment if they hold a valid certification/license for the posted position.

ARTICLE XIV

14.1 **SUPPLEMENTAL TEACHERS' CONTRACTS**

14.11 Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on "Supplemental Contracts".

14.111 A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

14.12 The Board need not fill any or all positions listed on the schedule in any particular school year.

14.13 The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy.

14.14 The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association.

14.15 Supplemental coaching positions held by non-bargaining unit individuals shall be posted on a yearly basis.

14.16 The teacher's performance of contracted supplemental duties shall be evaluated separately from the teacher's normally contracted duties.

ARTICLE XV

15.1 REDUCTION IN FORCE

15.11 When it is necessary to reduce the certified staff because of decreased enrollment of pupils, suspension of schools, territorial changes or financial problems affecting the district, the following procedures shall apply:

15.12 The BEA President shall be notified in writing as to the reason(s) for implementation of the reduction in force (RIF) provisions of the agreement. Such notification shall be given at least fifteen (15) days prior to such implementation.

15.13 Attrition

15.131 Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed.

15.14 Reduction Other than by Attrition

15.141 To the extent the reduction is not achieved through attrition, the Board may suspend contracts of teachers to achieve the needed reduction. Contracts shall be suspended based on least seniority within the area of certification or licensure being reduced. If the suspended teacher has greater seniority than a teacher assigned to another teaching field for which the suspended teacher holds certification or licensure, the suspended teacher may displace that less senior teacher. In the instance where a suspended teacher displaces a less senior teacher in another field, the displaced teacher shall be suspended rather than the initially suspended teacher. Continuing contracts always have preference over limited contracts or licensures.

15.142 Contract Suspension

15.1421 The board may suspend contracts in accordance with O.R.C. 3319.17. A teacher whose contract term has not expired shall be suspended and placed on the RIF list.

15.1422 Suspension of a limited contract teacher shall not operate to extend the length of the limited contract beyond the date on which it otherwise would expire.

15.14221 A teacher whose limited contract is suspended shall remain on the RIF list for up to two (2) years.

15.1423 Teachers who are on continuing contract at the time of suspension shall have recall rights for four (4) years.

15.15 Seniority

15.151 Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification. If two or more teachers on any seniority list have the same length of continuous service, seniority shall be determined by:

15.1511 the date of the Board meeting at which the teacher was hired; and then by

15.1512 the earliest date and time the teacher's first signed contract was returned to the Treasurer's office for his/her most recent continuous service as a teacher.

15.1513 total teaching experience.

15.152 Length of continuous service shall not be interrupted by authorized leaves of absence.

15.153 Seniority is lost when a teacher resigns or retires. It is also lost when a teacher is non-renewed or terminated by the Board of Education.

15.16 RIF Lists

15.161 Teachers selected for suspension or non-renewal under this Article shall immediately be placed on a RIF List. Such list shall be given to the BEA President by September 1st each year.

15.1611 No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening, unless the administration can show that valid program needs or the education goals of the system make it demonstrably necessary for the Board to fill the position with a new teacher.

15.2 RECALL

15.21 A teacher whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he/she is certified. Teachers shall be returned to active employment in the order of seniority to fill vacancies for which they are certified unless it is demonstrably necessary to deviate from seniority to meet program needs or the education goals of the system.

15.22 If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

15.23 Written notice by registered or certified mail addressed to the teacher's last known address shall constitute the offer. If the offer is not accepted in writing by registered or certified letter and received by the Board within twelve (12) calendar days from the date the offer was mailed, it will be deemed rejected and the name removed from the RIF List.

15.24 A teacher who is recalled shall be credited with sick leave accumulation and years of service for salary placement he/she had prior to reduction in force (RIF).

15.25 It shall be the responsibility of each teacher to notify the Board of any address change.

15.3 **STATE AND FEDERAL LAW**

15.31 Exceptions to preferences for retention or recall based on seniority may also be made when necessary to do so in order to comply with federal laws regarding employment.

15.4 **GRIEVANCE PROCEDURE**

15.41 Only the procedure by which reduction in force is carried out shall be subject to the arbitration provision of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this Agreement.

15.5 **COMPLIANCE WITH LAW**

15.51 Nothing contained herein shall abridge the Board's right to non-renew the limited contract of a teacher for reasons other than RIF in accordance with Ohio Revised Code Section 3319.11 or to utilize the procedures provided for in Ohio Revised Code Section 3319.17.

ARTICLE XVI

16.1 PAYROLL PRACTICES

16.11 Teachers' regular salaries shall be paid in twenty-six (26) bi-weekly installments starting with the third Friday after the beginning of the regular student instructional year. All teachers shall have their paychecks electronically deposited in a checking or savings account of their choice. If a payday occurs on a bank holiday, payroll will post on the day immediately preceding the regular payday.

16.12 The Board shall pay for supplemental duties as follows:

16.121 For positions requiring duties throughout the year, the supplemental salary shall be divided equally and distributed with the teacher's regular salary throughout the entire year.

16.122 Positions which are seasonal shall be paid after completion with the payroll covering the pay period when the Superintendent's approval is received by the Treasurer's office.

16.13 The Board shall provide annually, teachers with individual salary notices on or before September 30th. A newly hired teacher shall be given written notice of his/her initial placement on the salary schedule. Teachers shall review these notices for any inaccuracies, and notify the Treasurer of such within thirty (30) days of receiving the notices.

16.14 Upon individual written or electronic authorization, teachers may participate in voluntary payroll deduction for a variety of products, including insurance, annuities, union dues, credit union, etc. The list of current deductions is available in the Treasurer's office. To initiate a new deduction/company a minimum of five (5) employees must want to participate and provide the necessary paperwork. Any new tax-sheltered annuity companies must be compatible with planwithease.com. Enrollment or changes for such deductions must be provided to the Treasurer by Friday before the regular payroll date the deduction or change is to effect.

ARTICLE XVII

17.1 SALARY SCHEDULE PLACEMENT

- 17.11 In order to qualify for placement in an advanced educational column on the salary schedule, a teacher must file evidence of additional educational credits with the Superintendent. If approved, salary changes will be effective with the start of the current school year for those filed by September 15th and the second semester for those filed by January 15th.
- 17.111 Graduate or undergraduate credits may count towards placement on the “BA +15” and “BA +30” columns. Only credits earned subsequent to date Bachelor Degree in Education was awarded are applicable.
- 17.112 Graduate credits only may count towards placement on the “MA” and “MA +15” columns. Unless required by a university’s licensing program, only credits earned subsequent to the initial license date are applicable. An exception may be made if the course work earned prior to the initial license date is determined by the superintendent to be directly related to the employee’s teaching field of study.
- 17.113 All teachers presently employed shall retain their training status on the salary schedule until they qualify for advancement according to the rules adopted in the Agreement.
- 17.12 A teacher may also advance on the current salary schedule by accruing years of continuous service in the district under a full-time teaching contract. A teacher shall receive credit for a “school year” if he or she has actually worked as a full-time regular teacher for the Board for at least one hundred twenty (120) school days in that school year.
- 17.121 If a newly hired teacher previously has worked as a full-time regular teacher for one or more school years for the Board or for any other school for which the Ohio Department of Education recognizes service credit, the Superintendent shall credit those years’ service for placement on the salary in this district; provided, however, that the teacher has supplied the Superintendent with a certificate as to service from the treasurer or Superintendent of each school district in which he or she claims service.
- 17.122 Any teacher who enters employment with ten (10) years or more, will be placed on the salary schedule at the ten year experience level.
- 17.123 All other teachers shall be placed on the first step of the appropriate column when they are employed by the Board as full-time regular teachers.

17.13 Part-time teachers shall receive a prorated annual salary based upon the proportion of the number of hours for which they are scheduled to work yearly to the number of hours a full-time regular teacher is scheduled to work performing similar duties.

17.2 RETIRED - RE-HIRED CERTIFIED EMPLOYEES

17.21 The Board agrees that Re-Hired Retired Certified Employees will be paid \$42,000 dollars annually.

17.211 “Full Time/Part Time” teacher means a member of the bargaining unit who is employed to work a day as defined in Article XIX, Section 19.21 for a minimum of one hundred twenty (120) days or more in one (1) school year.

17.212 Supplemental positions held by non-bargaining unit individuals shall be posted on a yearly basis. A retired/rehired teacher is considered as part of the bargaining unit for supplemental positions.

17.31 Insurance

17.311 The employee may purchase school insurance(s) at full cost. If an employee is eligible for insurance benefits under current contract language, the employee may purchase medical and dental insurance. Life insurance will be as per negotiated agreement.

17.41 Sick Leave/Personal Leave

17.411 The Board agrees that the employee shall receive both sick leave and personal leave as per the contract, but will not accumulate sick leave, personal leave (beyond current school year) or severance pay. The employee shall be automatically non-renewed yearly without notice, but will be eligible to be re-hired in the next school year.

ARTICLE XVIII

18.1 WORK YEAR

18.11 Duty Days

18.111 The number of regular days required for teachers shall be one hundred eighty-two (182) days. The Superintendent will determine whether and how teachers will make up contract days due to school closings per the following:

18.1111 The Superintendent may close the schools, dismiss students early or delay the opening of schools in the event of hazardous weather, other emergencies which threaten the safety of health of students or staff members or law enforcement emergencies. It is understood that the Superintendent takes such action only after consultation with transportation and weather authorities. The Board will allow up to five calamity days without requiring make-up days for staff or students.

18.1112 Prior to September 1 of each year, the Board adopts a resolution specifying a contingency plan under which the students and/or staff make up days the schools were closed because of calamity days. These make-up days are beyond the five calamity days provided for in 19.1111 of this contract.

18.1113 The contingency plan cannot in any way conflict with the collective bargaining agreement.

18.1114 In the event that the Superintendent /designee shortens the school day due to hazardous weather, either at the beginning or the end of the given school day, that day will not be designated a calamity day.

18.2 WORK DAY

18.21 Definition of Work Day

18.211 The work day, exclusive of meetings and other school scheduled events where specifically requested by the Administration, shall be defined as the time during which members of the bargaining unit are to be on duty in their respective classrooms, fully prepared and ready to receive and teach students in accordance with the specific time schedule in each building.

18.2111 The work day shall be seven and one-half (7-1/2) continuous hours and fall between 7:00 a.m. and 3:30 p.m. including at least a thirty (30) minute lunch period.

18.2112 When the school calendar is adopted by the Board, it shall contain those days which will be used to make up school when needed to meet State of Ohio required school days. Good Friday shall not be utilized for one of these days.

18.2113 Teachers will be expected to observe regular working hours on days when school is delayed. However, it is understood that good judgment and discretion must be exercised by individual staff members to ensure a later safe arrival as conditions dictate. Members of the bargaining unit will not be expected to report for duty on days when Bath Local is closed due to inclement weather.

18.22 Dismissal Times

18.221 The Administration in its discretion shall coordinate the disparity in schedules between the buildings' dismissal time. It is recognized that such coordination may mean that teachers in one or more buildings may have to remain in or return to the school to participate in such meetings.

18.23 Delays

18.231 The Superintendent shall have the right to call up to a three (3) hour delay.

18.3 **WORK LOAD**

18.31 Planning Period

18.311 The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six (6) hours or longer exclusive of lunch period, shall include at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.

18.312 In addition, during the months of October, November, January, and February, the Board may schedule a two (2) hour block of time in each of these months using delayed start and/or early release of school for various planning and teacher activities as determined by the Administration.

18.32 Additional Activities

18.321 Each teacher will assume his/her respective share of additional activities which are related to the instructional program. These activities shall normally be confined to the work day as outlined in Article XIX, Section 19.2. However, some of these activities must extend beyond the normal work day, i.e., open house, parent-teacher conference, school programs, and staff meetings.

- 18.3211 For the aforementioned reasons the district may schedule up to one (1) hour per month of each teacher's time in addition to the regular work week described above.
- 18.3212 Further, the district may schedule up to four (4) additional hours to be used for professional growth/in-service training activities.
- 18.322 No teacher shall be compelled to attend any school sponsored night meetings past 9:30 p.m. or on weekends. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.
- 18.323 Teachers shall not be required to remain with their classes while instruction in art, music, physical education or library science is being conducted by a specialist hired for such purposes. Monitors shall continue to cover lunch and recess times in the elementary and middle schools.

ARTICLE XIX

19.1 COMPENSATION

19.11 Base Salary

19.111 Teachers shall be paid in accordance with their training and experience as set forth in the salary schedules. The base salaries shall be increased by one half percent (.5%) effective July 1, 2014; three quarter percent (.75%) effective July 1, 2015; and three quarter percent (.75%) effective July 1, 2016.

19.112 Tutors shall be paid Twenty Dollars (\$20.00) per hour.

19.12 Supplemental Contracts

19.121 The supplemental salary schedule in Appendix B shall be in effect for three (3) years. (Base amount = \$34,679)

19.1211 The Board of Education may add positions to the supplemental salary schedule as the need arises without further negotiations.

19.12111 The Board of Education shall inform the Association President prior to final Board action to add positions.

19.12112 Any positions added during this contract shall be included on the supplemental schedule.

19.1212 If a team and/or schedule are eliminated, the coaches' salaries for these teams will be prorated.

19.13 Longevity Pay

19.131 It is agreed the following pay schedule for employees accepting supplemental contracts for the same activity for the specified number of consecutive years shall be as follows: Payment will be made the last payroll of each June for those employees completing service during the previous school year.

19.1311 Five (5) years = Two Hundred Fifty Dollars (\$250), ten (10) years = Five Hundred Dollars (\$500), fifteen (15) years = Seven Hundred Fifty Dollars (\$750), Twenty (20) years = One Thousand Dollars (\$1,000), twenty-five (25) years = One Thousand Two Hundred Fifty Dollars (\$1,250), Thirty (30) years = One Thousand Five Hundred Dollars (\$1,500)

19.14 AP Instructors

19.141 AP Instructors will have an additional planning period, if eighteen (18) students sign up for a given class. If the class enrollment drops to fifteen (15) students or below, the additional planning period will be rescheduled for an additional non-AP student class.

19.142 If at least seven (7) students enrolled in an individual AP class score three (3) or above on the AP test, the AP teacher will receive an additional Three Hundred Dollar (\$300.00) stipend by September 30th the following school year.

19.15 Mentoring Teachers

19.151 Teachers who successfully complete the required mentor training and mentor new teachers for an entire school year shall receive a stipend.

Teachers who mentor one (1) first-year teacher or resident educator shall receive a stipend of five hundred and twenty-five dollars (\$525.00) per year by June 30.

Teachers who mentor two (2) first-year teachers or resident educators shall receive a stipend of six hundred and seventy-five dollars (\$675.00) per year by June 30.

Teachers who mentor three (3) first-year teachers or resident educators shall receive a stipend of eight hundred and Twenty-five dollars (\$825.00) per year by June 30.

Teachers who mentor one (1) second/third-year teacher or resident educator shall receive a stipend of four hundred and fifty dollars (\$450.00) per year by June 30.

Teachers who mentor two (2) second/third -year teachers or resident educators shall receive a stipend of five hundred and eighty-five dollars (\$585.00) per year by June 30.

Teachers who mentor three (3) second/third -year teachers or resident educators shall receive a stipend of seven hundred and twenty dollars (\$720.00) per year by June 30.

Teachers who mentor four (4) second/third -year teachers or resident educators shall receive a stipend of eight hundred and fifty-five dollars (\$855.00) per year by June 30.

- 19.152 The Board reserves the right to seek out qualified external personnel to fill roles as mentors when the number of mentees in a given school year exceeds the number of qualified willing Association teachers.

ARTICLE XX

20.1 INSURANCES/DEATH BENEFITS

- 20.11 The teacher may choose to participate in an insurance plan(s) offered through the Allen County Schools Health Plan and/or Bath Board of Education.
- 20.12 A teacher who is eligible for hospitalization/major medical/dental insurance coverage, but voluntarily chooses to forfeit any insurance coverage shall receive an annual payment of Two Thousand Five Hundred Dollars (\$2,500) in lieu of the insurance.
- 20.121 Such payment shall be made annually with the first pay of December.
- 20.122 A teacher may choose to retain dental insurance provided they authorize payroll deduction of the total premium. If a teacher chooses to pay his/her full dental premium, he/she shall be eligible for payment under Article XXI, Section 21.12.
- 20.123 To be eligible a teacher must notify the Treasurer in writing on or before the end of the open enrollment period as determined by the insurance consortium of his/her desire to exercise this insurance option. The payment shall be made on the basis of coverage in effect at the time of the November notification. This payment will be made on the first December pay of the following year.
- 20.124 This insurance option shall not apply to employees whose spouses are eligible for insurance coverage through the Allen County Schools Health Benefit plan if the plan adopts policies, rules and regulations requiring premium splitting between the two or more districts for which the spouses are working.
- 20.13 Part-time teachers selecting to participate shall have Board paid insurance premiums based on the pro-rated percentage of the employee's contracted work day. Those participating part-time teachers must pay their portion of the premium to the Treasurer's Office by the 25th of each month for the ensuing month's coverage.
- 20.14 A teacher shall be permitted to transfer the type of coverage (family/single) outside the enrollment period if their family status changes or their insurance coverage from a spouse is no longer available.
- 20.141 Such transfer of coverage shall be effective for the next month after the Treasurer receives such request in writing.
- 20.15 Each covered teacher shall receive a copy of the benefit schedules and coverages upon written request to the Treasurer.

20.151 Each covered teacher shall be notified in writing when the insurance carrier changes any benefit schedules and/or coverages.

20.2 **LIFE INSURANCE**

20.21 Full-time employees shall receive life insurance in the amount of Forty-Five Thousand Dollars (\$45,000) (double indemnity) to age seventy (70), one hundred percent (100%) paid by the Board of Education. At age seventy (70) and above the benefits are as follows: Age seventy (70) – Fourteen Thousand Seven Hundred Dollars (\$14,700); Age seventy-five (75) – Nine Thousand Eight Hundred Dollars (\$9,800); Age eighty (80) – Six Thousand Six Hundred Fifty Dollars (\$6,650); Age eighty-five (85) – Four Thousand Five Hundred Fifty Dollars (\$4,550). Employees may purchase on their own additional life insurance up to Five Hundred Thousand Dollars (\$500,000) at the group rate. Part-time employees shall receive a Twenty Thousand Dollar (\$20,000) life insurance policy.

20.3 **HOSPITALIZATION/ MAJOR MEDICAL/ DENTAL**

20.31 A teacher who wishes to change or select insurance must do so by the end of the enrollment period as determined by the insurance consortium.

20.32 Dental Insurance

20.321 The Bath Board of Education will pay \$70.56 of the dental premium effective July 1, 2014, with any future dental premium increases being shared 50-50 between Board and Employee.

20.33 Health Insurance

20.331 The plans offered by the Allen County Schools Health Plan Consortium are the only plan options. Effective July 1, 2014 the Bath Board of Education will pay the following for health premiums:

MDHP - Single \$517.62; Family \$1,283.08

HDHP - Single \$470.68; Family \$1,165.73

Any future health premium increases will be shared 70% Board and 30% Employee. If a new plan option is added by the Consortium, the premium sharing will be negotiated. Effective January 1, 2012, the Board shall contribute \$625.00 (Single) / \$1,250.00 (Family) annually to an employee's Health Saving Account (HSA) if he/she is enrolled in the HDHP plan. The employee must enroll during the open enrollment period, and is responsible for establishing his/her HSA by February 15, or employee forfeits the Board HSA contribution. The HSA deposit will be processed with the first pay in March to TopMark Federal Credit Union.

20.4 **FLEX SPENDING ACCOUNT**

20.41 Staff members represented by BEA who do not choose to participate in the Allen County Schools Health Benefit plan or accept payment under Article XXI, Section 21.12 shall be eligible to place in a flex spending account an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500).

20.42 Staff members represented by the BEA enrolled in the health insurance plan may participate in the flex spending plan using their own funds through payroll deduction.

20.421 The employee may add funds, allowed by IRS rules, to the account, by payroll deduction. Those funds will be considered an IRS shelter. Funds must be used by December 31st annually with the unexpended funds being returned to the general fund.

20.422 Staff members represented by the BEA may use these funds towards dependent care and unreimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars.

20.423 The minimum annual contribution to the medical spending account shall be One Hundred Twenty Dollars (\$120).

20.424 The maximum annual contribution to the medical spending account shall be Two Thousand Five Hundred Dollars (\$2,500).

20.425 Staff represented by the BEA may put additional funds up to IRS limits into the dependent care account and health care premium plans.

20.43 The program will be administered by the Allen County Health Benefit Plan Supervisor. The yearly enrollment fee and the monthly processing charge will be paid by the Board.

20.5 **EMPLOYEE DEATH BENEFIT**

20.51 If a teacher of the Bath Local School District, Allen County, Ohio dies while under contract, the teacher's beneficiary or estate will receive from the Bath Local School District an amount of money at the employee's current per diem rate not to exceed twenty-five percent (25%) of unused accumulated sick leave days. No amount shall be paid under this benefit if death is caused directly or indirectly by:

20.511 suicide or intentionally self-inflicted injury, while sane or insane;

20.512 the teacher's commission of, or attempt to commit, an assault or any criminal offense;

20.513 intentional or unintentional use of drugs for non-medical purposes.

20.6 **DURATION OF COVERAGE**

20.61 Group insurance coverage shall become effective on the teacher's first day on the active payroll and shall continue, if the teacher has applied for and is eligible for coverage, to the end of the month in which the teacher's separation from employment is effective; provided, however, that teachers whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll.

20.62 Insurance coverage shall continue in effect while a teacher is on paid leave. When a teacher is on an unpaid leave, the teacher may participate in group insurance coverage by paying the monthly premium to the Treasurer by the 25th of each month for the following month's coverage.

20.621 The Board shall pay up to three (3) month's premium for teachers approved for Family Leave. Such payment(s) shall not exceed three (3) months if accumulated sick leave is used as part of the Family Leave.

20.63 A teacher who is separated from employment and entitled to unemployment benefits may participate in the Allen County Schools Health Benefit Plan by paying, in full, the monthly premiums. Such payment must be made by the 25th of each month for the succeeding month. The maximum period for participation in the Allen County Health Benefit Plan shall be limited to the guidelines of the Ohio Revised Code under the "COBRA" status.

20.64 A teacher who chooses to exercise his/her option under Article XXI, Section 21.12 or Section shall not be eligible for any insurance coverage until the next annual open enrollment period except as provided under Article XXI, Section 21.14.

20.641 If a teacher exercises Article XXI, Section 21.14 after the end of the open enrollment period as determined by the insurance consortium, payments under Article XXI, Section 21.12 shall be forfeited.

20.642 In addition, any board funds expended under Article XXI, Section 21.4 shall be reimbursed to the Board through a payroll deduction.

ARTICLE XXI

21.1 SEVERANCE PAY

21.11 The Board of Education of the Bath Local School District shall pay severance pay to any retiring teacher who retires from active public service under the provisions of the appropriate public employees retirement system.

21.111 “Retirement” herein shall be defined as actual retirement from public service with appropriate eligibility for retirement benefits under either the State Teachers Retirement System or the School Employees Retirement System.

21.12 The actual amount of severance pay payable to a retiring teacher shall be an amount equivalent to a per diem rate times one-fourth (1/4) of his/her accrued and unused sick leave days up to two hundred twenty-four (224) days. The maximum payment shall be fifty-six (56) days if the Board of Education accepts a resignation after its regular February Board meeting. The maximum payment shall be sixty-one (61) days if the Board of Education accepts the teacher’s resignation at or prior to the regular February Board of Education meeting effective the end of the regular school year.

21.121 In addition, any teacher who retires and is eligible for at least one day of regular severance pay, and who has at least twenty (20) years service to Bath Schools or twenty-five (25) years total active service to education shall receive a severance pay bonus of Five Hundred Dollars (\$500).

21.122 “Per diem rate” shall be defined as the daily rate paid a teacher exclusive of any extended service, extra-curricular pay, overtime, or other pay in excess of the actual salary amount payable to the employee.

21.13 Severance Pay shall be paid within 75 days after the effective date of retirement. The teacher will become eligible for these payments only after proper certification has been received from STRS by the Treasurer of the Board of Education indicating that retirement has been successfully instituted by the teacher.

21.14 Payment for a converted accumulated sick leave on this basis shall be considered a forfeiture of all sick leave accumulated by the teacher, and such payment shall only be made once to a teacher as a severance benefit.

ARTICLE XXII

22.1 **STATE TEACHERS RETIREMENT SYSTEM (STRS) PICK-UP**

22.11 Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36 effective for earnings after July 1, 1984, the Board shall pick-up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pick-up nor is the Board's total contribution to STRS increased thereby.

22.12 The dollar amount to be designated as "pick-up" by the Board:

22.121 shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;

22.122 shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

22.123 shall be included in computing final average salary;

22.124 shall not be reported by the Board as subject to current federal and state income taxes;

22.125 shall be reported by the Board as subject to city income taxes;

22.126 shall not be included in calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher authorized credit information to financial institutions.

22.13 Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulating with respect to the "pick-up" in combination with other tax deferred compensation plans.

ARTICLE XXIII

23.1 LEAVE OF ABSENCE

23.11 Sick Leave (PAID)

23.111 Advance of Sick Leave

23.1111 A maximum of five (5) days of sick leave which has not yet actually been earned shall be advanced to all teachers. The Treasurer shall automatically advance days as required for the absence of an employee which qualifies as sick leave.

24.112 Accumulation of Sick Leave

23.1121 Teachers will earn sick leave at the rate of one and one quarter (1-1/4) days sick leave per month which is fifteen (15) days annually. Such days shall be accumulative to a maximum of two hundred eighty (280) days.

23.113 Use of Sick Leave – Personal

23.1131 Teachers may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, (mother may take at least six (6) calendar weeks after the birth of a child) or exposure to a contagious disease which could be communicated to other employees or to students.

23.114 Use of Sick Leave – Immediate Family

23.1141 Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child or grandchild with a limit of three (3) days for the birth of a grandchild. Sick leave may also be used for any other relative living under the employee's roof.

23.1142 This leave shall count towards the twelve (12) work weeks of leave required under Federal Family and Medical Leave Act of 1993.

23.1143 Teachers who work all of their regularly scheduled work days during a full semester and do not use any sick leave or personal leave shall receive a One Hundred Dollar (\$100) incentive payment for that semester to be paid in the second pay period of January for first semester, or the second pay period of June for second semester. Professional Leave is excluded.

23.115 Use of Sick Leave -- Adoption

23.1151 Sick leave may be used for adoption of a child under six (6) months of age if as a condition of adoption a parent must be at home. The maximum benefit shall not exceed thirty (30) days. This leave shall count towards the twelve (12) work weeks of leave required under the Federal Family and Medical Leave Act of 1993.

23.116 Use of Sick Leave – Death in the Immediate Family

23.1161 Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Article XXIV, Section 24.114, plus grandmother, grandfather, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts and uncles.

23.117 Limitations

23.1171 Teachers shall limit use of leave under Article XXIV, Sections 24.114 through 24.116 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement, with a maximum of three (3) days on all except child, spouse, or parents.

23.1172 All absence which qualifies for sick leave will be deducted from sick leave.

23.1173 All sick leave requests may be reviewed by the Superintendent to determine their eligibility.

23.118 Requests

23.1181 Professional staff shall notify his/her immediate supervisor or designee of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.

23.1182 On the first day following the absence the teacher is required by Section 3319.141 O.R.C. to submit a leave request through the employee kiosk justifying the use of sick leave including the name and address of the attending physician if medical attention was required.

23.1183 The teacher bears full responsibility for submitting the leave request through the employee kiosk to his/her immediate supervisor on the first day they are on duty.

23.1184 Falsification of this leave request is grounds for suspension or termination of employment as provided in Section 3319.081 and 3319.16 O.R.C.

23.1185 Failure to submit this leave request within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the leave request is properly submitted.

23.21 Sick Leave Bank

23.211 The Bath Board of Education shall establish a sick leave bank based on donated “personal days” for a teacher who has exhausted all accumulated paid leave, vacation, and personal days as a result of catastrophic illness or injury.

23.2111 The term “catastrophic illness or injury” shall include only those illness or injuries which are calamitous in nature, constituting a great misfortune. The “catastrophic illness or injury” must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.

23.212 Applications

23.2121 Applications for sick leave under Article XXIV, Section 24.21 must be submitted to the Superintendent of Schools. Applications will include, but not be limited to the following information:

23.21211 the nature of the claimed catastrophic illness or injury;

23.21212 physician(s) diagnosis and prognosis of the catastrophic illness or injury;

23.21213 projected date of return to duty;

23.21214 explanation of previous leave usage;

23.21215 any other pertinent information the teacher may wish to submit to the Superintendent;

23.21216 all information and reports relating to applications submitted under this Regulation will remain confidential.

23.21217 the Superintendent’s decision is final and non-grievable.

23.2122 Maximum of twenty (20) days of catastrophic illness or injury leave may be granted to a teacher upon his/her initial written request. The teacher may reapply for any catastrophic illness or injury leave beyond twenty (20) days. In no event will any teacher be granted a total of more than forty (40) days of catastrophic illness or injury leave.

23.2123 If an application is approved by the Superintendent, the affected teacher or his/her representative will assume the responsibility for solicitation of donations of unused personal leave. Donated personal leave will be deducted from a donating teacher's (donor's) accrued, unused account. The Treasurer will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Superintendent for processing.

23.213 Sick Bank Limitations

23.2131 Sick Leave Bank cannot be used if the teacher has applied for and been granted disability retirement, except that up to ten (10) days of transferred personal leave can be used between the teacher's acceptance by STRS and the effective date of the disability retirement.

23.2132 No more days can be given than needed by the teacher to serve out one regular work year.

23.2134 The teacher who is using the donated Sick Leave Bank will not earn additional sick leave while receiving the donated leave days.

23.31 Unpaid Leave (Deduct Days)

23.311 No unpaid leave days shall be taken in conjunction with personal days.

23.312 No unpaid leave days will be granted to an employee for personal vacation or to accompany a spouse on a business trip unless approved by the Superintendent. Any days approved will be deducted at 1/182nd of the requesting teacher's base salary. The Superintendent's decision is final.

23.313 Unpaid leave shall be granted for the birth, adoption, or care of a child once family leave benefits are exhausted, if requested in writing.

23.3131 Such leave shall be for the remainder of the first semester or the school year.

23.3132 Such requests must be made at least thirty (30) days prior to the beginning of the semester in which it is to be taken. Exception to the thirty (30) days advance notice shall be made in the case of an adoption of a child adopted within thirty (30) days prior to the start of the semester.

23.314 Unpaid leave may be granted to a teacher in the case of a bona fide emergency or scheduled event not connected with a holiday or vacation.

23.41 Family Leave

23.411 Unpaid family leave, requested in writing, shall be granted for the balance of any twelve (12) work weeks during a twelve (12) month period once accumulated paid sick leave has been exhausted. Such leave shall be granted for one or more of the following reasons:

23.4111 because of the birth of a son or daughter;

23.4112 because of the placement of a son or daughter with the employee for adoption or foster care.

23.4113 to care for a spouse, son, daughter, or biological parent if the spouse, son, daughter, or parent has a serious health condition such as illness, injury, impairment, or physical or mental condition that involves in-patient care in a medical facility or continuing treatment by a health care provider; and

23.41131 step-parents shall be included if the employee lived with them prior to eighteenth (18) birthday.

23.4114 because of a serious health condition that makes the employee unable to perform the functions of his/her job.

23.412 Teachers requesting family leave for a serious medical condition that requires an intermittently or reduced schedule may be transferred temporarily to a comparable alternative position for which the employee qualifies that better accommodates the requested leave.

23.413 Teachers requesting family leave relating to the birth or adoption of a child shall be granted such leave after a mutually agreeable schedule is determined.

23.414 Teachers requesting family leave for a serious health condition for himself/herself or an eligible family member may take such leave intermittently or on a reduced schedule after a mutually agreeable schedule is determined.

23.415 The Board shall pay to maintain health insurance coverages provided under Article XXI for the balance of the first twelve (12) weeks of family leave once accumulated sick leave has been exhausted.

23.51 Professional Leave

23.511 Requests for Leave

- 23.5111 Upon approval through the employee kiosk system by the administration, a teacher may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally. Teachers who attend such approved meetings or conferences shall be considered on duty without loss of salary or benefits. The approved leave shall not be deducted from sick leave or personal leave which has accrued to the teacher.
- 23.5112 Requests for professional leave shall be submitted through the employee kiosk which shall be made available to all teachers online. The teacher must submit a written request to the appropriate building principal at least ten (10) work days prior to the requested leave.
- 23.5113 After consideration, the immediate supervisor will forward the kiosk request to the Superintendent. However, when the absence of the immediate supervisor could cause untimely action on the leave request, the form may be submitted to the Superintendent.
- 23.5114 Exceptions to the ten (10) day advance notice requirement may be made if the teacher can show that he did not receive adequate advance notice of the opportunity.
- 23.5115 Kiosk professional leave requests must be filled out in complete detail. Incomplete requests will be returned to the teacher and will not be considered until they are completed and resubmitted.

23.512 Reimbursement Requests

- 23.5121 The Board shall reimburse the teacher for the reasonable, necessary, and actual expenses of attending professional meetings, conferences, and visitations, subject to the following conditions:
- 23.5122 A school-owned vehicle must be used unless it is not available. Where a school owned vehicle is not available, the teacher will be reimbursed at the Board-adopted mileage reimbursement rate for travel in the teacher's own automobile, not to exceed a total of five hundred (500) miles of travel.
- 23.5123 The Board shall reimburse the cost of commercial carrier fare where such travel is appropriate and more economical than use of an automobile.

23.5124 The Board shall reimburse the cost of lodging and meals; meal reimbursement not to exceed Thirty Dollars (\$30.00) per day provided at least two (2) meals are required. Reimbursement for single meals shall not exceed Six Dollars (\$6.00) for breakfast, Nine Dollars (\$9.00) for lunch, and Fifteen Dollars (\$15.00) for dinner. Lodging reimbursement shall not exceed Sixty Dollars (\$60) per night, unless approved by the Superintendent.

23.51241 The Superintendent may modify the above reimbursement schedule if presented evidence, in writing, that such a reimbursement for lodging will exceed Sixty Dollars (\$60).

23.5125 Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave and must be accompanied by a typed report giving an evaluation of the meeting, conference, or visitation.

23.5126 If the Superintendent disapproves the leave solely for cost reasons, the teacher requesting the leave may take the requested leave, if approved otherwise, without loss of pay or benefits. In such circumstances, the Board of Education shall pay the approved and permit the teachers to pay the remainder.

23.61 Personal Leave

23.611 A teacher shall be granted three (3) days of leave per year, in order to take care of personal business which cannot be taken care of in off-duty hours without obtaining advance permission and without having to state any reasons other than personal business for the taking of such leave.

23.6111 Not more than a total of ten percent (10%) of the certified staff in any building may use personal leave on the same date. Approval of the application is on a first-come, first-served basis.

23.6112 Not More than a total of five percent (5%) of the certified staff in any building may use personal leave to extend a holiday or vacation period on the same date. Approval of the application is on a first-come, first-serve basis.

23.6113 No personal days may be taken during the first ten (10) work days of school or the last ten (10) days of school, without prior approval by the Superintendent of Schools. School year ending dates are flexible due to weather conditions. Personal days may not be used for school year make-up days. Staff members shall be required to reveal the facts surrounding said circumstances when seeking the Superintendent's approval. The Superintendent's decision is final.

23.6114 A teacher will be paid at the rate of one-half (1/2) his daily rate, for any of the unused three days issued yearly. These three (3) days are issued yearly, paid if unused, and do not accumulate. This payment for unused days will be made in the second check in June.

23.6115 A teacher who uses a sick leave or personal leave day will forfeit the One Hundred Dollar (\$100) attendance incentive pay offered in that semester (24.1142)

23.71 Assault Leave

23.711 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police.

23.712 Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police, and courts.

23.713 The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.

23.714 The Superintendent shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

23.715 Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

23.716 The teacher must file charges against the assailant and not drop such charges on his/her own to qualify for assault leave.

23.81 Sabbatical Leave

23.811 A teacher who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement.

23.812 Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the teacher, and the District generally.

23.813 The application and plan must be submitted by March 1 for the next school year.

- 23.814 The Board shall act on the application and notify the teacher of its action by April 30 or as soon thereafter as possible.
- 23.815 The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one (1) school year only.
- 23.816 A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to a teacher on an approved sabbatical leave equal to but not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
- 23.817 The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.
- 23.818 Within sixty (60) days after the expiration of the leave, the teacher must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the teacher must also present to the Superintendent a copy of the college or university transcript. The teacher must teach in the District for at least one (1) year following expiration of the leave, unless the teacher has completed twenty-five (25) years of teaching service in Ohio prior to the beginning of the leave.
- 23.819 A teacher on an approved sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service and the teacher upon return shall resume the sick leave, personal leave, and service credit which the teacher had accumulated immediately prior to beginning the leave.

23.91 Religious Leave

- 23.911 Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be granted paid leave to honor such observance.

23.101 Jury Duty Leave

- 23.1011 The Board of Education shall pay teachers their regular compensation and the remuneration received for serving as a juror will be relinquished to the district.

23.111 Association Leave

- 23.1111 An aggregate total of ten (10) days may be used by the BEA bargaining unit for BEA, OEA, and/or NEA business.
- 23.1112 When available, the NEA/OEA shall fully reimburse the Board for the cost of classroom substitutes for any member serving as a state or national officer.
- 23.1113 At least fourteen (14) days advance notice to the Superintendent shall be given prior to use of Association Leave unless the exception is approved by the Superintendent.

ARTICLE XXIV

24.1 **SHARED TEACHING**

24.11 The Board of Education may establish Shared Teaching positions.

24.12 The Board shall bear pro-rated insurance costs for teachers participating in a Shared Teaching assignment.

ARTICLE XXV

25.1 PERSONNEL FILES

- 25.11 A personal file for each teacher shall consist of a folder to be maintained in the Central Administration Office. This folder shall be considered the only official file of recorded information on a teacher.
- 25.111 Building administrators are not restricted or prevented from having files on teachers. If the building administrator thinks a matter should become a matter of official record, he may transfer any documentation to the official file.
- 25.12 A teacher shall have the right, upon request, to review his/her personnel file and, upon payment of a reasonable charge for copying, may have a copy of any document in the personnel file. A teacher may examine his personnel file only in the presence of the Superintendent or his designee, and may not remove the file from the immediate office area.
- 25.13 Each document placed in the personnel file shall be dated and signed by the teacher and the person who created the document or who caused it to be placed in the file (except where the teacher refuses to sign the document). A copy of any derogatory material shall be given to the teacher before it is placed in his or her personnel file. The fact that material in the file bears the teacher's signature does not indicate his disagreement or agreement with the contents of the material. Rather, it indicates that the teacher is aware of the document.
- 25.14 Teachers shall have the right to submit a written commentary to any material placed in the personnel file and such written comment shall be attached to the item in the file.
- 25.15 The contents of a teacher's file shall only be revealed in accordance with Ohio law.
- 25.16 Written material will be removed from the personnel file if the teacher establishes that its content is false or has no basis in fact.
- 25.17 No anonymous materials shall be placed in a teacher's personnel file.

ARTICLE XXVI

26.1 **PERSONAL FREEDOM**

26.11 The personal life of a teacher shall not be part of the evaluation of a teacher's performance unless such activities create a negative teaching atmosphere. If such atmosphere is perceived by the administration, the Superintendent shall discuss the situation with the teacher before formal evaluation and the teacher shall be given an opportunity to correct the situation.

ARTICLE XXVII

27.1 VACANCIES AND TRANSFERS

27.11 Vacancies and Requested Transfers

28.111 This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.

27.112 The Board shall post all teaching, co-curricular and administrative vacancies throughout the school year in each building for a period of five (5) work days. Notice of vacancies occurring in the months of June, July, and August shall be sent to all employees by school e-mail.

27.1121 Teachers interested in transferring to another position for which they are certified either in the same building or another building should submit such interest in writing to the Superintendent no later than June 1 each year. All such transfer request shall be considered for any openings that occur during the months of June, July and August. Such transfer requests need to be submitted on an annual basis and will be considered active until May 30 of the subsequent school year.

27.113 The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, and qualifications. Where two (2) or more applicants are deemed equally well qualified (as adjudged by the administration), the most senior shall be granted the position.

27.114 An applicant not placed in the position may request a conference with the Superintendent to discuss the decision to fill the vacancy.

27.12 Involuntary Transfers

27.121 A teacher will be notified in writing of any involuntary transfer or change in assignment for the next school year by August 1. The administration may transfer or change the assignment of a teacher after August 1 as circumstances warrant. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment.

27.122 No teacher shall be arbitrarily or capriciously transferred.

ARTICLE XXVIII

28.1 DRUG TESTING

28.11 General

28.111 All teachers shall be subject to an annual drug or alcohol test if such a testing program is instituted for all teachers.

28.1111 Testing shall be conducted prior to school or during the teacher conference period.

28.112 If a teacher is suspected to have a drug or alcohol problem, the Superintendent may require a urine or blood test to confirm or deny such a problem.

28.113 All costs for such drug or alcohol testing shall be borne by the Board.

28.114 The second copy of drug test results shall be mailed directly to the staff member.

28.115 If a teacher tests positive, he/she shall be notified that he/she may take a second test from a different lab at Board's expense.

28.1151 Any testing shall be done at the testing lab or at a school site.

28.12 Rehabilitation

28.121 Any teacher represented by the BEA who tests positive for drugs shall participate in a drug abuse assistance or rehabilitation program approved by the Board of Education.

28.122 If any teacher fails to participate in such program, he/she shall be subject to suspension without pay until he/she participates in a rehabilitation program. Repeated refusal to participate in a rehabilitation program shall subject the teacher to O.R.C. 3319.16 and 3319.161.

ARTICLE XXIX

29.1 OCCUPATIONAL SAFETY AND HEALTH

- 29.11 The Board and Association shall develop a mutually agreed internal safety and health “complaint procedure” which must be exhausted by the employee or the Association before filing a complaint with the state agency monitoring the Ohio Occupational Safety and Health regulations.
- 29.12 A teacher may exercise his/her right to refuse an imminent danger work assignment only after discussing the facts first with his/her immediate supervisor, and then exhausting the internal complaint procedure before going to the state agency monitoring the Ohio Occupational Safety and Health regulations.
- 29.121 Once a teacher files a complaint with this agency the administrator shall have the authority to involuntarily transfer the teacher to some other work assignment until the issue is resolved.
- 29.13 The grievance procedure shall be used to settle any claim by a teacher that he/she is being disciplined or discharged for exercising his/her rights under the Ohio Occupational Safety and Health Insurance regulations. Such decision shall be binding on all parties.

ARTICLE XXX

30.1 TUITION REIMBURSEMENT/EXCHANGE OF SERVICES AGREEMENT

- 30.11 Teachers (Certified 7-12) who teach full-time in Grades 7-12 shall be eligible for tuition reimbursement on a first-come, first-served basis in the amount of One Hundred Dollars (\$100.00) per quarter hour or One Hundred Fifty Dollars (\$150.00) per semester hour, with an annual reimbursement per teacher of Five Hundred Dollars (\$500.00) per fiscal year. The maximum annual appropriation for this purpose will be Seven Thousand Five Hundred Dollars (\$7,500.00) per fiscal year.
- 30.12 The Certified staff member must receive a passing grade of "B" or better to receive reimbursement. Online or correspondence courses will not qualify for reimbursement under this Article.
- 30.13 Graduate courses must be taken at Bowling Green State University (Ohio) ("BGSU") or Ohio State University ("OSU") (no correspondence or online) in the fields of certification. Elementary licensed teachers may apply for BGSU reimbursement only after OSU funds have been exhausted. The Superintendent may approve additional Ohio colleges or universities, but the teacher must submit coursework information to the Superintendent prior to registering for the class (no correspondence or online will be accepted).
- 30.131 When the Bath Board of Education enters an agreement with Ohio State University for an exchange of services, dollar credits earned shall be distributed as follows:
- 30.1311 When the credit dollars earned under the Ohio State University exchange of services agreement are requested each quarter by a Bath employee and insufficient credit dollars exist to meet all requests, then;
- 30.132 Teachers having taken a student teacher from O.S.U. during the previous quarter shall be granted first choice up to the amount of credit dollars earned for such student teacher, then;
- 30.133 Teachers having utilized student observers from O.S.U. during the previous quarter shall be granted their request up to the amount earned by having O.S.U. student observers, then;
- 30.134 All other requests shall be granted by dividing the remaining credit dollars equally among employees requesting such.
- 30.135 The above procedures shall be used each quarter with any carryover credit dollars becoming part of the following quarter's distribution.

- 30.14 Only those teachers who have taught in the school system for one (1) full year shall be eligible to participate.
- 30.15 Teachers with Permanent Teaching Certificates are not eligible to participate in tuition reimbursements.
- 30.16 Teachers must submit an application to the Superintendent by October 1 for the courses to be taken during the year. Reimbursement will be paid upon receipt of official transcript in October of the following year. A teacher leaving Bath School District shall forfeit any reimbursement payment.

ARTICLE XXXI

31.1 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

31.11 It is mutually agreed between the Bath Education Association and the Bath Local School Board of Education that the following shall constitute the provisions for the establishment of the Local Professional Development Committee (LPDC):

31.111 Structure

There shall be one (1) LPDC Consortium for the Spencerville, Perry and Bath Local School Districts, hereafter known as "SPEBA".

31.112 Committee

This committee shall consist of one (1) representative selected by the Teacher Education Association of each member district; and no less than two (2) administrators selected by the Superintendents of the member districts.

31.113 Terms of Office

31.1131 A Chairperson shall be elected by a majority vote of the members of the LPDC. This Chairperson shall serve a two (2) year term from September to September.

31.1132 A Secretary/Recorder shall be appointed or hired. This Secretary/Recorder shall serve a one (1) year term from September to September as an ex-officio member.

31.1133 Remaining members shall serve either two (2) or three (3) year terms from September to September initially, and two (2) year terms thereafter.

31.1134 All members may succeed themselves in new terms.

31.114 Vacancies

31.1141 If an Association vacancy exists, it shall be filled by the Association of that District.

31.1142 If an Administrative vacancy exists, it shall be filled by the Superintendents.

31.115 Removal

31.1151 The Association members on the LPDC shall be removed from the committee in accordance with procedures found within the Association's Constitution.

31.1152 The Administrative members on the LPDC shall be removed according to procedures established by the Superintendents.

32.116 Meetings and Remuneration

31.1161 The LPDC will schedule the meetings during the regular workday, which shall include a training session for LPDC members in early September each year. These meeting days are on a release time with no compensation to the member other than his/her regular daily pay. Members are allowed five (5) released days per year if needed.

31.1162 Meetings required in excess of those five (5) release days in order for the LPDC to complete its required business shall occur outside the regular work day, and members shall be compensated at a rate of Sixteen Dollars (\$16.00) per hour with a maximum of ten (10) hours for actual meeting time.

31.117 Training

31.1171 Each new LPDC member shall participate in professional development designed to prepare for his or her role within the LPDC.

31.1172 The LPDC member as a part of his/her Individual Professional Development Plan may legitimately use this professional development.

31.118 Collaboration

31.1181 The school district's LPDC will have the opportunity to work collaboratively with other districts to develop procedures, forms, and policies to create efficient and effective opportunities for professional development for educators within the districts.

31.119 LPDC Operational Guide

31.1191 Additional mechanics and procedures for the operation of the LPDC within the district will be created by the committee as necessary and communicated to all district educators.

31.1192 It is recognized that the district LPDC will operate according to law and that the committee does not have authority to alter any law affecting the certification or licensure of educators.

31.1110 Duration

31.11101 This Memorandum of Understanding and any related policies and procedures may be altered by mutual agreement within forty-five (45) days of its anniversary date each year.

ARTICLE XXXII

32.1 **BCII/FBI FEES (CRIMINAL BACKGROUND CHECKS)**

32.11 One background check (both BCII and FBI) will be paid for by the Board during the term of this Agreement, not to exceed Seventy-Five Dollars (\$75.00) per employee.

ARTICLE XXXIII

33.1 TEACHER EVALUATION PROCEDURE

33.11 Evaluation of Certificated/Licensed Employees

33.111 The Board agrees to evaluate limited contract certificated/licensed employees in accordance with O.R.C. 3319.111, 3319.112 and Board Policy.

33.1111 For each teacher, in the year when an evaluation is required, evaluation shall be completed by the first (1st) day of May and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May.

33.1112 For each teacher, in the year when an evaluation is required, teachers may present artifacts/evidence for use in the evaluation process at any time prior to the final, summative rating conference.

33.1113 If requested, a teacher will be granted a pre-conference lasting up to fifteen (15) minutes prior to his/her first evaluation in any year an evaluation is required.

33.114 Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record and the attendance of students, as it relates to the SGM rating, prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, he/she shall notify the superintendent of his/her designee no later than May 10th.

33.1115 For each teacher, formal observations will be separated by at least 15 days. Upon mutual agreement between teacher and evaluator, this stipulation may be waived.

33.2 PURPOSE AND OBJECTIVES

33.21 To serve as a tool to advance the professional learning and practice of teachers individually and collectively.

33.22 To inform instruction.

33.23 To assist teachers and administrators in identify and developing best educational practices in order to provide the greatest opportunity for student learning and growth.

33.24 To identify in-service needs.

33.25 To inform administrators in making recommendations to the Board concerning retention and promotion of teachers and concerning removal of poorly performing teachers.

33.3 **EVALUATORS**

33.31 Evaluators must be certified by ODE to perform evaluations using the Ohio Teacher Evaluation System. In the 2014-2015, 2015-2016, and 2016-1017 school years, the teacher's building principal or assistant principal will conduct evaluations.

33.4 **EVALUATION FORMS**

33.41 Evaluators will use ODE generated OTES evaluation forms. Self-evaluation instruments will not be considered as part of the formal evaluation.

33.5 **STUDENT GROWTH MEASURE**

33.51 Student Growth Measure

The makeup of the student growth measure portion of the teacher evaluation will be determined using the process outlined in Board Policy AFC 1-R. As of June 1, 2014 the policy reads:

33.511 Category A1 Teacher

The entire portion of a teacher's student growth measure will be his/her value-added data.

33.512 Category A2 Teacher

Value-added data will count for the percent of teacher's student growth measure equal to the percent of value-added data generating classes taught by him/her. The balance of the teacher's student growth measure can be at the teacher's discretion, one of the following four (4) options:

1. Entirely SLO data
2. Entirely approved vendor assessment data (if available).
3. Entirely shared attribution data, district or building (if available), at the teacher's discretion.
4. Any two of the above options in equal increments.

33.513 Category B Teacher

Required vendor assessment data will count for the percent of the teacher's student growth measure equal to the percent of value-added data generating classes taught by him or her. The balance of the teacher's student growth measure can be, at the teacher's discretion, one of the following four (4) options:

1. Entirely SLO data

2. Entirely approved vendor assessment data (if available).
3. Entirely shared attribution data, district or building (if available), at the teacher's discretion.
4. Any two of the above options in equal increments.

33.514 Category C Teacher

The teacher's student growth measure can be at, the teacher's discretion, one of the following four options:

1. Entirely SLO data
2. Entirely approved vendor assessment data (if available).
3. Entirely shared attribution data, district or building (if available), at the teacher's discretion.
4. Any two of the above options in equal increments.

A teacher must submit, in writing, his/her choices for student growth measure makeup to the building principal on or before September 15 of each year an evaluation is required. See Appendix C for a graphic representation of this policy, as well as examples of how it may be applied.

33.52 For the 2014-2015 and 2015-2016 school years, student growth measure data shall not be considered in non-renewal decisions.

33.6 **TEACHER EVALUATION COMMITTEE**

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing the policy, procedure and process for the evaluation of certified/licensed teachers in the district.

33.61 Committee Composition

33.611 The committee shall be comprised of five (5) bargaining unit members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

33.612 Committee members shall be representative of elementary, middle school, secondary and specialty areas (e.g., music, art, special education) within the district.

33.62 Committee Operation

33.621 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

33.622 Members of the committee will receive training in the State adopted evaluation framework model.

33.623 The committee will establish by mutual agreement a meeting calendar and timelines for work completion.

33.624 Committee agendas will be developed jointly by the co-chairpersons of the committee.

33.625 Committee will make recommendations only to the superintendent concerning the evaluation process. The goal of the committee is to achieve consensus on all decisions.

33.7 **SLO COMMITTEE**

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving Student Learning Objectives (SLO) for the employees of Bath Local Schools.

33.71 Committee Composition

33.711 The committee shall be comprised of four (4) bargaining unit members (not more than two (2) per building) and an administrator. Efforts will be made to include teachers from all buildings on the committee.

33.712 The terms of members on the committee shall be for a period of two (2) years unless the member leaves the district or is unable to continue service.

33.72 Committee Operation

33.721 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

33.722 The committee shall receive training on the writing of student learning objectives.

33.723 The committee will establish by mutual agreement a meeting calendar and timelines for work completion.

33.724 All decisions of the committee shall be evidence-based and achieved by consensus.

33.8 **GUIDANCE COUNSELORS AND SCHOOL NURSE**

33.81 The administration agrees to develop, in consultation with the district guidance counselors and school nurse, appropriate evaluation instruments for each of the two (2) classifications before October 15, 2014. Approved instruments will be incorporated into this agreement via memorandum of understanding at that time.

33.82 The evaluation process and timelines will be the same for guidance counselors and the school nurse as all other certificated/licensed employees evaluated under the Ohio Teacher Evaluation System.

APPENDIX A-1

BATH LOCAL SCHOOL DISTRICT CERTIFIED SALARY SCHEDULE 2014-15					
0.5% INCREASE					
YEARS	BA	BA+15	BA+30	MA	MA+15
0	\$34,852	\$35,549	\$36,420	\$38,337	\$39,034
	1.0000	1.0200	1.0450	1.1000	1.1200
1	\$36,333	\$37,030	\$38,076	\$40,167	\$41,038
	1.0425	1.0625	1.0925	1.1525	1.1775
2	\$37,814	\$38,511	\$39,731	\$41,997	\$43,042
	1.0850	1.1050	1.1400	1.2050	1.2350
3	\$39,296	\$39,993	\$41,387	\$43,826	\$45,046
	1.1275	1.1475	1.1875	1.2575	1.2925
4	\$40,777	\$41,474	\$43,042	\$45,656	\$47,050
	1.1700	1.1900	1.2350	1.3100	1.3500
5	\$42,258	\$42,955	\$44,698	\$47,486	\$49,054
	1.2125	1.2325	1.2825	1.3625	1.4075
6	\$43,739	\$44,436	\$46,353	\$49,316	\$51,058
	1.2550	1.2750	1.3300	1.4150	1.4650
7	\$45,220	\$45,918	\$48,009	\$51,145	\$53,062
	1.2975	1.3175	1.3775	1.4675	1.5225
8	\$46,702	\$47,399	\$49,664	\$52,975	\$55,066
	1.3400	1.3600	1.4250	1.5200	1.5800
9	\$48,183	\$48,880	\$51,320	\$54,805	\$57,070
	1.3825	1.4025	1.4725	1.5725	1.6375
10	\$49,664	\$50,361	\$52,975	\$56,635	\$59,074
	1.4250	1.4450	1.5200	1.6250	1.6950
11	\$51,145	\$51,842	\$54,631	\$58,464	\$61,078
	1.4675	1.4875	1.5675	1.6775	1.7525
12	\$52,627	\$53,324	\$56,286	\$60,294	\$63,082
	1.5100	1.5300	1.6150	1.7300	1.8100
14	\$54,108	\$54,805	\$57,941	\$62,124	\$65,086
	1.5525	1.5725	1.6625	1.7825	1.8675
17	\$55,589	\$56,286	\$59,597	\$63,953	\$67,090
	1.5950	1.6150	1.7100	1.8350	1.9250
22	\$55,939	\$56,636	\$59,947	\$64,303	\$67,440
	\$350	\$350	\$350	\$350	\$350
27	\$57,555	\$58,252	\$61,737	\$66,268	\$69,579
	1.6514	1.6714	1.7714	1.9014	1.9964

APPENDIX A-1

BATH LOCAL SCHOOL DISTRICT CERTIFIED SALARY SCHEDULE 2015-16					
0.75% INCREASE					
YEARS	BA	BA+15	BA+30	MA	MA+15
0	\$35,113	\$35,815	\$36,693	\$38,624	\$39,327
	1.0000	1.0200	1.0450	1.1000	1.1200
1	\$36,605	\$37,308	\$38,361	\$40,468	\$41,346
	1.0425	1.0625	1.0925	1.1525	1.1775
2	\$38,098	\$38,800	\$40,029	\$42,311	\$43,365
	1.0850	1.1050	1.1400	1.2050	1.2350
3	\$39,590	\$40,292	\$41,697	\$44,155	\$45,384
	1.1275	1.1475	1.1875	1.2575	1.2925
4	\$41,082	\$41,784	\$43,365	\$45,998	\$47,403
	1.1700	1.1900	1.2350	1.3100	1.3500
5	\$42,575	\$43,277	\$45,032	\$47,841	\$49,422
	1.2125	1.2325	1.2825	1.3625	1.4075
6	\$44,067	\$44,769	\$46,700	\$49,685	\$51,441
	1.2550	1.2750	1.3300	1.4150	1.4650
7	\$45,559	\$46,261	\$48,368	\$51,528	\$53,460
	1.2975	1.3175	1.3775	1.4675	1.5225
8	\$47,051	\$47,754	\$50,036	\$53,372	\$55,479
	1.3400	1.3600	1.4250	1.5200	1.5800
9	\$48,544	\$49,246	\$51,704	\$55,215	\$57,498
	1.3825	1.4025	1.4725	1.5725	1.6375
10	\$50,036	\$50,738	\$53,372	\$57,059	\$59,517
	1.4250	1.4450	1.5200	1.6250	1.6950
11	\$51,528	\$52,231	\$55,040	\$58,902	\$61,536
	1.4675	1.4875	1.5675	1.6775	1.7525
12	\$53,021	\$53,723	\$56,707	\$60,745	\$63,555
	1.5100	1.5300	1.6150	1.7300	1.8100
14	\$54,513	\$55,215	\$58,375	\$62,589	\$65,574
	1.5525	1.5725	1.6625	1.7825	1.8675
17	\$56,005	\$56,707	\$60,043	\$64,432	\$67,593
	1.5950	1.6150	1.7100	1.8350	1.9250
22	\$56,355	\$57,057	\$60,393	\$64,782	\$67,943
	\$350	\$350	\$350	\$350	\$350
27	\$57,986	\$58,688	\$62,199	\$66,764	\$70,100
	1.6514	1.6714	1.7714	1.9014	1.9964

APPENDIX A-1

BATH LOCAL SCHOOL DISTRICT CERTIFIED SALARY SCHEDULE 2016-17					
0.75% INCREASE					
YEARS	BA	BA+15	BA+30	MA	MA+15
0	\$35,376	\$36,084	\$36,968	\$38,914	\$39,621
	1.0000	1.0200	1.0450	1.1000	1.1200
1	\$36,879	\$37,587	\$38,648	\$40,771	\$41,655
	1.0425	1.0625	1.0925	1.1525	1.1775
2	\$38,383	\$39,090	\$40,329	\$42,628	\$43,689
	1.0850	1.1050	1.1400	1.2050	1.2350
3	\$39,886	\$40,594	\$42,009	\$44,485	\$45,723
	1.1275	1.1475	1.1875	1.2575	1.2925
4	\$41,390	\$42,097	\$43,689	\$46,343	\$47,758
	1.1700	1.1900	1.2350	1.3100	1.3500
5	\$42,893	\$43,601	\$45,370	\$48,200	\$49,792
	1.2125	1.2325	1.2825	1.3625	1.4075
6	\$44,397	\$45,104	\$47,050	\$50,057	\$51,826
	1.2550	1.2750	1.3300	1.4150	1.4650
7	\$45,900	\$46,608	\$48,730	\$51,914	\$53,860
	1.2975	1.3175	1.3775	1.4675	1.5225
8	\$47,404	\$48,111	\$50,411	\$53,772	\$55,894
	1.3400	1.3600	1.4250	1.5200	1.5800
9	\$48,907	\$49,615	\$52,091	\$55,629	\$57,928
	1.3825	1.4025	1.4725	1.5725	1.6375
10	\$50,411	\$51,118	\$53,772	\$57,486	\$59,962
	1.4250	1.4450	1.5200	1.6250	1.6950
11	\$51,914	\$52,622	\$55,452	\$59,343	\$61,996
	1.4675	1.4875	1.5675	1.6775	1.7525
12	\$53,418	\$54,125	\$57,132	\$61,200	\$64,031
	1.5100	1.5300	1.6150	1.7300	1.8100
14	\$54,921	\$55,629	\$58,813	\$63,058	\$66,065
	1.5525	1.5725	1.6625	1.7825	1.8675
17	\$56,425	\$57,132	\$60,493	\$64,915	\$68,099
	1.5950	1.6150	1.7100	1.8350	1.9250
22	\$56,775	\$57,482	\$60,843	\$65,265	\$68,449
	\$350	\$350	\$350	\$350	\$350
27	\$58,420	\$59,127	\$62,665	\$67,264	\$70,625
	1.6514	1.6714	1.7714	1.9014	1.9964

APPENDIX B-1

BATH LOCAL SCHOOL DISTRICT \$34,679
SUPPLEMENTAL SALARY SCHEDULE
2014-15, 2015-16 & 2016-17 SCHOOL YEARS

POSITION	LEVEL 0	SALARY	LEVEL 1	SALARY	LEVEL 2	SALARY
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
ACADEMIC QUIZ BOWL TEAM - 7TH/8TH	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
ACADEMIC QUIZ BOWL TEAM - 6TH	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
ACADEMIC QUIZ BOWL TEAM - 5TH	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
CONTINUOUS PROGRESS TEACHER	0.80%	\$277	1.00%	\$347	1.10%	\$381
DRUG AND ALCOHOL AWARENESS	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
EIGHTH GRADE D.C. TRIP COORDINATOR	1.50%	\$520	2.00%	\$694	2.50%	\$867
ENVIROTHON ADVISOR	1.00%	\$347	1.50%	\$520	2.00%	\$694
MATHCOUNTS ADVISOR - M.S.	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
NATIONAL HONOR SOCIETY	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
SADD ADVISOR	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
SATURDAY SCHOOL MONITOR	9.50%	\$3,295	10.00%	\$3,468	11.50%	\$3,988
SCHOOL PLAYS/1 PLAY	3.50%	\$1,214	4.00%	\$1,387	4.50%	\$1,561
SCHOOL PLAYS/1 PLAY	3.50%	\$1,214	4.00%	\$1,387	4.50%	\$1,561
SCIENCE EVENING ADVISOR - ELEM.	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
SCIENCE FAIR - M.S.	1.00%	\$347	2.00%	\$694	3.00%	\$1,040
SCIENCE OLYMPIAD	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
STUDENT COUNCIL - H.S.	3.00%	\$1,040	4.00%	\$1,387	5.00%	\$1,734
STUDENT COUNCIL - M.S.	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
SUB-TOTAL 4110'S ALL YEAR	47.80%	\$16,577	58.50%	\$20,287	70.10%	\$24,310
YEARBOOK ADVISOR - H.S.	11.00%	\$3,815	13.00%	\$4,508	15.00%	\$5,202
NEWSPAPER ADVISOR - H.S.	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
SUB_TOTAL 4600'S ALL YEAR	15.00%	\$5,202	18.00%	\$6,242	21.00%	\$7,283
JAZZ/STAGE BAND - H.S.	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
SHOW CHOIR - H.S.	3.00%	\$1,040	4.00%	\$1,387	5.00%	\$1,734
VOCAL MUSIC/WITH MUSICAL - H.S.	9.00%	\$3,121	10.00%	\$3,468	11.00%	\$3,815
VOCAL MUSIC/WITHOUT MUSICAL - H.S.	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
SUB-TOTAL 4130 ALL YEAR	20.00%	\$6,936	23.50%	\$8,150	27.00%	\$9,363
MARCHING BAND - HEAD	16.00%	\$5,549	18.00%	\$6,242	20.00%	\$6,936
MARCHING BAND - ASST	11.00%	\$3,815	12.00%	\$4,161	13.00%	\$4,508
MARCHING BAND - ASST (SUMMER)	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
FLAG CORPS	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
SUB-TOTAL 4130 FALL PAYM.	35.00%	\$12,138	39.50%	\$13,698	44.00%	\$15,259
PIT BAND - H.S.	1.00%	\$347	1.50%	\$520	2.00%	\$694
SUB-TOTAL 4130'S SPRING PAYM.	1.00%	\$347	1.50%	\$520	2.00%	\$694

\$34,679

**BATH LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2014-15, 2015-16 & 2016-17 SCHOOL YEARS**

POSITION	LEVEL 0	SALARY	LEVEL 1	SALARY	LEVEL 2	SALARY
PEP BAND - H.S.	2.00%	\$694	3.00%	\$1,040	4.00%	\$1,387
SUB-TOTAL 4130'S WINTER PAYM.	2.00%	\$694	3.00%	\$1,040	4.00%	\$1,387
ATHLETIC DIRECTOR	21.00%	\$7,283	23.00%	\$7,976	25.00%	\$8,670
ATHLETIC TRAINER - HEAD	21.00%	\$7,283	23.00%	\$7,976	25.00%	\$8,670
ATHLETIC TRAINER - ASST	11.00%	\$3,815	13.00%	\$4,508	15.00%	\$5,202
SUB-TOTAL 4500'S ALL YEAR	53.00%	\$18,380	59.00%	\$20,461	65.00%	\$22,541
WEIGHT PROGRAM - SUMMER	3.00%	\$1,040	3.50%	\$1,214	4.00%	\$1,387
SUB-TOTAL 4500'S SEPT PAYMENT	3.00%	\$1,040	3.50%	\$1,214	4.00%	\$1,387
FOOTBALL - HEAD	16.00%	\$5,549	18.00%	\$6,242	20.00%	\$6,936
FOOTBALL - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - 9TH	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - 9TH	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
FOOTBALL - ASST - 8TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
FOOTBALL - ASST - 8TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
FOOTBALL - ASST - 7TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
FOOTBALL - ASST - 7TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
VOLLEYBALL - HEAD	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
VOLLEYBALL - ASST - VARSITY	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
VOLLEYBALL - ASST - 9TH	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
VOLLEYBALL - ASST - 8TH	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
VOLLEYBALL - ASST - 7TH	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
CHEERLEADER - HEAD - FOOTBALL	5.00%	\$1,734	6.00%	\$2,081	7.00%	\$2,428
CHEERLEADER - 9TH (FALL)	1.75%	\$607	2.00%	\$694	2.25%	\$780
CHEERLEADER - M.S. (FALL)	1.75%	\$607	2.00%	\$694	2.25%	\$780
CROSS COUNTRY - HEAD	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
CROSS COUNTRY - M.S.	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
TENNIS - GIRLS - HEAD	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
SOCCER - BOYS - HEAD	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
SOCCER - BOYS - JV	5.00%	\$1,734	6.00%	\$2,081	7.00%	\$2,428
SOCCER - GIRLS - HEAD	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
SOCCER - GIRLS - JV	5.00%	\$1,734	6.00%	\$2,081	7.00%	\$2,428
GOLF - BOYS - HEAD	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
GOLF - GIRLS - HEAD	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
WEIGHT PROGRAM - FALL	3.00%	\$1,040	3.50%	\$1,214	4.00%	\$1,387
FACULTY MANAGER - FOOTBALL	3.00%	\$1,040	4.00%	\$1,387	5.00%	\$1,734
SUB-TOTAL 4500'S FALL PAYM.	218.50%	\$75,774	256.50%	\$88,952	294.50%	\$102,130

BATH LOCAL SCHOOL DISTRICT

\$34,679

**SUPPLEMENTAL SALARY SCHEDULE
2014-15, 2015-16 & 2016-17 SCHOOL YEARS**

POSITION	LEVEL 0	SALARY	LEVEL 1	SALARY	LEVEL 2	SALARY
BASKETBALL - BOYS - HEAD	16.00%	\$5,549	18.00%	\$6,242	20.00%	\$6,936
BASKETBALL - BOYS - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
BASKETBALL - BOYS - ASST - JV	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
BASKETBALL - BOYS - ASST - 9TH	9.00%	\$3,121	10.00%	\$3,468	11.00%	\$3,815
BASKETBALL - BOYS - ASST - 8TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
BASKETBALL - BOYS - ASST - 7TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
BASKETBALL - GIRLS - HEAD	16.00%	\$5,549	18.00%	\$6,242	20.00%	\$6,936
BASKETBALL - GIRLS - ASST - VARSITY	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
BASKETBALL - GIRLS - ASST - JV	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
BASKETBALL - GIRLS - ASST - 9TH	9.00%	\$3,121	10.00%	\$3,468	11.00%	\$3,815
BASKETBALL - GIRLS - ASST - 8TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
BASKETBALL - GIRLS - ASST - 7TH	8.00%	\$2,774	9.00%	\$3,121	10.00%	\$3,468
CHEERLEADER - HEAD - BASKETBALL	5.00%	\$1,734	6.00%	\$2,081	7.00%	\$2,428
CHEERLEADER - 9TH (WINTER)	1.75%	\$607	2.00%	\$694	2.25%	\$780
CHEERLEADER - M.S. (WINTER)	1.75%	\$607	2.00%	\$694	2.25%	\$780
SWIMMING - HEAD	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
SWIMMING - ASST - VARSITY	3.00%	\$1,040	3.50%	\$1,214	4.00%	\$1,387
WRESTLING - HEAD	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
WRESTLING - ASST	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
WRESTLING - ASST	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
WRESTLING - ASST - M.S.	5.00%	\$1,734	6.00%	\$2,081	7.00%	\$2,428
WRESTLING - ASST - M.S.	5.00%	\$1,734	6.00%	\$2,081	7.00%	\$2,428
WEIGHT PROGRAM - WINTER	3.00%	\$1,040	3.50%	\$1,214	4.00%	\$1,387
FACULTY MANAGER - BASKETBALL	3.00%	\$1,040	4.00%	\$1,387	5.00%	\$1,734
SUB-TOT. 4500'S WINTER PAYM.	177.50%	\$61,555	206.00%	\$71,439	234.50%	\$81,322
BASEBALL - HEAD	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
BASEBALL - ASST - VARSITY	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
BASEBALL - ASST - JV	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
BASEBALL - ASST - 9TH	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
BASEBALL - ASST - 8TH	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
BASEBALL - ASST - 7TH	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
TRACK - HEAD	13.00%	\$4,508	15.00%	\$5,202	17.00%	\$5,895
TRACK - ASST	7.00%	\$2,428	8.00%	\$2,774	9.00%	\$3,121
TRACK - ASST	7.00%	\$2,428	8.00%	\$2,774	9.00%	\$3,121
TRACK - ASST	7.00%	\$2,428	8.00%	\$2,774	9.00%	\$3,121
TRACK - ASST - M.S.	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
TRACK - ASST - M.S.	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
TRACK - ASST - M.S.	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
SOFTBALL - HEAD	10.00%	\$3,468	12.00%	\$4,161	14.00%	\$4,855
SOFTBALL - ASST - VARSITY	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
SOFTBALL - ASST - JV	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
SOFTBALL - ASST - 8TH	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
SOFTBALL - ASST - 7TH	4.00%	\$1,387	5.00%	\$1,734	6.00%	\$2,081
TENNIS - BOYS - HEAD	6.00%	\$2,081	7.00%	\$2,428	8.00%	\$2,774
WEIGHT PROGRAM - SPRING	3.00%	\$1,040	3.50%	\$1,214	4.00%	\$1,387
SAFETY/CPR COORDINATOR	2.00%	\$694	2.50%	\$867	3.00%	\$1,040
SUB-TOTAL 4500'S SPRING PAYM.	123.00%	\$42,655	146.00%	\$50,631	169.00%	\$58,608

BATH LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2014-15, 2015-16 & 2016-17 SCHOOL YEARS

\$34,679

GRAND TOTALS	695.80%	\$241,296	815.00%	\$282,634	935.10%	\$324,283
ACADEMIC	62.80%	\$21,778	76.50%	\$26,529	91.10%	\$31,593
MUSIC	20.00%	\$6,936	23.50%	\$8,150	27.00%	\$9,363
BAND	38.00%	\$13,178	44.00%	\$15,259	50.00%	\$17,340
SPORTS	575.00%	\$199,404	671.00%	\$232,696	767.00%	\$265,988
GRAND TOTAL	695.80%	\$241,296	815.00%	\$282,634	935.10%	\$324,283

APPENDIX C

STUDENT GROWTH MEASURES

Student growth measures will be used in the evaluation of teachers and principals in Ohio. The overall process combines multiple measures of student growth into a student growth rating that comprises 50% of the educator effectiveness rating. Both the performance portion and the student growth portion include multiple measures and the use of professional judgment to some degree. The final summative rating reflects a representative view of an educator's performance.

Educator Category		Value Added	Vendor Assessment	LEA Measures		Total = 50%
				SLO/Additional Vendor Assessment	Shared Attribution	
A: Value Added	A1 (exclusive)	50%				50%
	A2 (non-exclusive)	Schedule Determined %	_____ %	_____ %	_____ %	50%
B: Approved Vendor Assessment			Schedule Determined %	_____ %	_____ %	50%
C: LEA Measures				_____ %	_____ %	50%

PLEASE NOTE: Shared Attribution (S.A.) = District, Building or Grade Level Value Added - where available (teacher will be able to choose)

SLO = Student Learning Objectives

Category A1 Teacher – The 50% of their evaluation that is growth measure will be their value-added data.

Category A2 Teacher – Value-added data will count for the percent equal to the percent of classes the teacher has with such data.

The balance of their growth measure can be one of four options:

1. Entirely SLO data
2. Entirely Vendor Assessment data (if available)
3. Entirely Shared Attribution (teacher may choose district level or building level if available)
4. Half and Half choosing two of the three types noted above.

Category B Teacher – Vendor Assessment data will count for the percent equal to the percent of classes the teacher has with such data.

The balance of their growth measure can be one of four options:

1. Entirely SLO data
2. Entirely Vendor Assessment data (if available)
3. Entirely Shared Attribution (teacher may choose district level or building level if available)
4. Half and Half choosing two of the three types noted above.

Category C Teacher – The teacher may choose one of four options:

1. Entirely SLO data
2. Entirely Vendor Assessment data (if available)
3. Entirely Shared Attribution (teacher may choose district level or building level if available)
4. Half and Half choosing two of the three types noted above.

APPENDIX C (cont'd)

Example #1:

Teacher 1 is a category A2 teacher.

Sixty percent (60%) of his/her schedule has value-added data

This teacher chose option 4 with vendor assessments and shared attribution as their two choices.

Educator Category		Value Added	Vendor Assessment	LEA Measures		Total = 50%
				SLO/Additional Vendor Assessment	Shared Attribution	
A: Value Added	A1 (exclusive)					50%
	A2 (non-exclusive)	30 %	___10___%	_____%	___10___%	50%
B: Approved Vendor Assessment			Schedule Determined %	_____%	_____%	50%
C: LEA Measures				_____%	_____%	50%

Example #2:

Teacher 2 is a category B teacher.

Forty percent (40%) of his/her schedule has vendor assessment data.

This teacher chose option 3 with shared attribution as their only other measure.

Educator Category		Value Added	Vendor Assessment	LEA Measures		Total = 50%
				SLO/Additional Vendor Assessment	Shared Attribution	
A: Value Added	A1 (exclusive)					50%
	A2 (non-exclusive)		_____%	_____%	_____%	50%
B: Approved Vendor Assessment			20 %	_____%	___30___%	50%
C: LEA Measures				_____%	_____%	50%

GRIEVANCE REPORT FORM
BATH LOCAL SCHOOL DISTRICT

LEVEL TWO

Building	Assignment	Name of Grievant(s)	Date Filed
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A. Date of Incident Giving Rise to the Grievance: _____

B. An Informal Grievance was presented to: _____
and was not resolved.

C. 1. Statement of Grievance: _____

2. Section of Sections of Master Agreement claimed to be involved: _____

3. Relief Sought: _____

Signature of Grievant

Date

D. Disposition by Principal: _____

Signature of Principal

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

GRIEVANCE REPORT FORM
BATH LOCAL SCHOOL DISTRICT

LEVEL THREE

Building Assignment Name of Grievant(s) Date Filed

A. Date of Incident Giving Rise to the Grievance: _____

B. 1. Reason why grievance is now at Level Three: _____

2. Restatement of Grievance: _____

3. Relief Sought: _____

Signature of Grievant Date

C. Superintendent: _____
Signature Date Received

D. Disposition by Superintendent: _____

Signature of Superintendent

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

**GRIEVANCE REPORT FORM
BATH LOCAL SCHOOL DISTRICT**

LEVEL THREE

**FOR USE IN APPEALING A POLICY GRIEVANCE
TO THE BOARD OF EDUCATION**

Article IX Section 9.1424

Building	Assignment	Name of Grievant(s)	Date Filed
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A. Date of Superintendent's Response: _____

B. Reason Why Grievance is Being Appealed to Board: _____

C. Restatement of Grievance: _____

D. Board Policy Claimed to be Involved: _____

E. Received by Treasurer: _____

Signature of Treasurer

Date

GRIEVANCE REPORT FORM
BATH LOCAL SCHOOL DISTRICT

LEVEL FOUR

Building Assignment Name of Grievant(s) Date Filed

A. Date Submitted to Superintendent: _____

B. 1. Reason Why Grievance if Now at Level Four: _____

2. Restatement of Grievance: _____

3. Relief Sought: _____

C. Received by Chairman of Association PR&R Committee:

Signature Date

D. Received by Superintendent:

Signature Date

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.