

The Negotiated Agreement



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between the

Boardman Board of Education

and the

Boardman Education Association

June 30, 2020 - June 30, 2023

CONTENTS

ARTICLE I RECOGNITION	5
1.01 Statement of Recognition	5
1.02 Definition of Bargaining Unit	5
1.03 Duration of Recognition	6
1.04 Representation Election	6
1.05 Association Rights	6
ARTICLE II NEGOTIATIONS PROCEDURE	9
2.01 Obtaining Objectives	9
2.02 Professional Teaching Personnel	9
2.03 Scope of Negotiation	9
2.04 Policy Making	9
2.05 Submission of Issues	9
2.06 Negotiation Sessions	10
2.07 Release of Information	11
2.08 Agreement	11
2.09 Disagreement: Mediation	11
ARTICLE III GRIEVANCE PROCEDURE	13
3.01 Definition and Rights of the Grievant and Association	13
3.02 Step 1: Informal Procedure	13
3.03 Step 2	13
3.04 Step 3	14
3.05 Step 4	14
3.06 Step 5: Arbitration	14
3.07 Transcripts	15
3.08 Time Limits	15
3.09 Expedition of Grievance	15
3.10 Request for a Second List	15
3.11 Record Keeping	16
3.12 Rights to Representation	16
3.13 Miscellaneous	16
ARTICLE IV LEAVE POLICIES	17
4.01 Sick Leave	17
4.02 Sick Leave Accumulation	18
4.03 Personal Leave	19
4.04 Parental Leave	20
4.05 Assault Leave	21
4.06 Professional Leave	22
4.07 Sabbatical Leave	22

4.08 Leave for School Visitations	24
4.09 Jury Duty Leave	24
4.10 Bereavement Leave	24
4.11 Family & Medical Leave	24
ARTICLE V RIGHTS AND RESPONSIBILITIES	26
5.01 Class Size	26
5.02 Split Classes	27
5.03 Non-Teaching Duties	27
5.04 Substitutes	28
5.05 Paid Teacher Aides	29
5.07 In-Service Training	29
5.08 Parent-Teacher Conferences	29
5.09 School Calendar	30
5.10 School Day	30
5.11 School Year	31
5.12 Nondiscrimination	33
5.13 Personnel Files	33
5.14 Teacher and Counselor Evaluation Procedures	34
5.15 Just Cause	36
5.16 Vacancies	36
5.17 Assignment and Transfer	37
5.18 Seniority	38
5.19 Reduction in Force	41
5.20 Personal Messages	44
5.21 Mentor Program	44
5.22 Health and Safety	45
5.23 Progressive Discipline	45
5.24 Smoke Free and Vape Free Environment	47
5.25 Duplicating Equipment	48
5.26 Professional Dress	48
5.27 Administrative Issues	48
ARTICLE VI SALARY AND FRINGE BENEFITS	49
6.01 Placement on Salary Schedule	49
6.02 Professional Improvement	49
6.03 Procedure for Continuing Contract	51
6.04 Pay Plan	52
6.05 Payroll Deduction	53
6.06 A. BEA Salary Schedule Effective July 1, 2020	56
6.07 Supplemental Contracts	57
6.08 Severance Pay	57

6.09 Employee Insurances	60
6.10 Medical Insurance Coverage	61
6.11 Term Life and Accidental Death and Dismemberment Insurance	63
6.12 Employment of Retired Boardman Teachers	63
ARTICLE VII EFFECTS OF THE CONTRACT	66
7.01 Severability	66
7.02 Conflicts	66
7.03 Reprisals	67
7.04 Amendment	67
7.05 Legal Rights	67
7.06 Duplication and Distribution	67
7.07 Duration	68
Appendix A	69

THIS NEGOTIATED AGREEMENT made and entered into by and between the Boardman Board of Education and the Boardman Education Association is as follows:

ARTICLE I RECOGNITION

1.01 Statement of Recognition

The Boardman Board of Education (hereinafter referred to as the “Board”) recognizes the Boardman Education Association (hereinafter referred to as the “Association” or “BEA”), as the sole and exclusive employee representative for all professional certificated/licensed employees of the Board.

1.02 Definition of Bargaining Unit

1.021 Inclusions

As used in this Agreement, "Professional Certified/Licensed Employee" and "Employee Unit" shall include all professional certified/licensed personnel employed by the Board.

1.022 Exclusions

Excluded are tutors, substitute teachers who work less than sixty (60) consecutive days, the Superintendent of schools, administrators, supervisors, directors and all employees with supervisory or managerial responsibilities.

1.023 Restrictions

No employee included in the Employee Unit by Section 1.021 shall be required to perform managerial responsibilities as set forth in Section 1.022.

1.024 Tutors

As used in this Article, "Tutor" means those certified/licensed employees assigned as: Home Instruction Tutors, Learning Disabilities Tutors, Title I Tutors, Intervention Tutors, and Auxiliary Service Hourly Staff.

1.03 Duration of Recognition

The period of recognition shall be for the duration of this Agreement and thereafter until a successor is elected.

1.04 Representation Election

1.041 Criteria for Election

A representation election shall be conducted by the State Employment Relations Board when a petition is filed in accordance with the rules prescribed by the State Employment Relations Board.

1.042 Filing of Election Petition

A petition for an election may be filed with the State Employment Relations Board no sooner than one hundred twenty (120) days no later than ninety (90) days, and at no other time, prior to the expiration of this Agreement.

1.043 Restrictions

The State Employment Relations Board may not conduct an election in the Employee Unit represented by the Association during the term of this Agreement or after its expiration if a State Employment Relations Board-conducted election has been conducted in the preceding twelve (12) month period.

1.05 Association Rights

Recognition of the Association as the official employee representative shall entitle the Association to certain exclusive privileges. Only the Association and its affiliated or parent organizations and those other organizations that do not desire status as the employee representative for professional staff members have the following privileges:

- A. Payroll deduction of membership dues in accordance with the following provisions:
 - 1. The Board agrees to deduct dues from the pay of certified/licensed employees when so authorized in writing by each employee and pay such dues to the Treasurer of the Association.

2. Association dues authorization is recognized annually from September 1 of the school year through the following August 31. Such dues authorization shall be continuous thereafter for each subsequent membership year.
 3. Said authorization may be rescinded by an employee upon termination of employment with the district, upon commencement of an unpaid leave of absence, or upon written notice to the district Treasurer and the Association President between August 20 and August 31.
- B. The building representatives/officers of the Association in each individual school will have the use of a bulletin board designated for Association announcements.
- C. Permission to make brief announcements during school faculty meetings with the prior approval of the building principal.
- D. Use of the building public address system to make announcements subject to the prior approval of the building principal.
- E. The Association building representatives/officers will have the permission to use duplicating equipment and all types of audio-visual equipment when such equipment is not otherwise in use.
1. The use of school equipment is strictly to service the legitimate business of the Association as it relates to the membership.
 2. Supplies in connection with use of such equipment will be furnished or paid for by the Association.
 3. The Board, along with the Association, shall have the sole and exclusive organizational right to use interschool mail privileges and district e-mail for messages related to BEA/OEA/NEA business.
- F. Association use of a school building will be permitted provided that the request is made and use arranged for in advance.
- G. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, during the school day, they may be given such free time, without loss of pay, as it is necessary to perform any such activity provided such activities and free time have been approved by the Superintendent or his designated representative. The Association and its officers recognize and agree that this privilege should not be abused.

- H. The Association shall receive an advance copy of the agenda of each Board meeting at the same time it is sent to the news media.
- I. Names and addresses of newly employed professional staff members shall be provided to the Association as early as practicable following Board approval of their contract.
- J. The Association shall be granted no less than thirty (30) minutes for Association business at the initial orientation meeting for new professional staff members.
- K. The administration will make available to all professional staff members a directory listing the names, addresses, phone numbers, and job assignments on record of all employees of the Board.
- L. The Board Policy Manual shall be available on the District's website.
- M. If the JANUS decision of the U.S. Supreme Court is vacated or otherwise altered to permit the charging of a service or "fair share fee" by collective bargaining representatives, upon receipt of written notice from the BEA of such change in the law, the parties agree to meet and commence bargaining in regard to the issue within thirty (30) days of receipt of the notice by the Superintendent.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Obtaining Objectives

Attainment of objectives of the educational program of the Boardman Local School District requires mutual understanding and cooperation among the Board of Education, administrators, and the professional teaching staff. Therefore, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of mutual concern.

2.02 Professional Teaching Personnel

2.021 Philosophy

Teaching is a profession requiring specialized qualifications, and the success of the education program depends upon the maximum utilization of the abilities of teachers who are satisfied with and understand conditions under which their services are rendered.

2.022 Legal Rights

The legal rights of minorities and individuals inherent in Federal Law, the Revised Code of the State of Ohio, and the rulings and regulations of the Department of Education affecting the professional teaching personnel are no way abridged by this Agreement.

2.03 Scope of Negotiation

The Board and/or Superintendent or their designated representatives shall meet with the recognized bargaining representative for the purpose of negotiating wages, salaries, hours, and other terms and conditions of employment of the members of the Employee Unit.

2.04 Policy Making

The policy making function is the exclusive power of the Board and it is without authority to delegate such power to any other individual or group. However, the Board recognizes a responsibility to consult with and to be advised by enlightened professional opinion.

2.05 Submission of Issues

Issues proposed for negotiations shall be submitted in writing by the Association to the Superintendent or his/her designated representative or by the Superintendent to the Association President or the Association President's designated representative at the first bargaining session. A mutually convenient meeting date shall be set not later than March 1 of the year in which this Agreement expires. Negotiations shall be completed within sixty (60) days unless there is a mutually agreed upon extension. Emergency items may be negotiated at any time upon mutual consent of both parties.

2.06 Negotiation Sessions

Negotiation sessions, composed of members of the Association and Board's representatives shall not exceed three (3) members each, unless mutually agreed upon beforehand. Requests for meetings shall contain the reasons for the request. Meetings shall be scheduled to least interfere with the school schedules. At the initial meeting, the parties shall determine when written proposals shall be exchanged and agree on a preferred format. Thereafter, new proposals may not be submitted unless mutually agreed upon. Topical listing, or so called "laundry lists" shall constitute a failure to comply with this paragraph and shall be disregarded.

2.061 Ground Rules

It is understood that the following ground rules are not all inclusive; therefore, the negotiation teams shall develop additional ground rules at the first bargaining session.

- A. All proposals and counter proposals shall be in writing.
- B. Either party may call a caucus to discuss items of negotiation.
- C. Prior to the conclusion of each bargaining session, the date and time of the next bargaining session shall be mutually agreed upon by both parties.
- D. All previously negotiated language in which no change has been proposed by either party, shall remain in full force and effect on both parties as part of the successor Negotiated Agreement, for the length of time as agreed to and subsequently described in Section 7.07, Duration, of said Negotiated Agreement.
- E. Any ground rules may be amended by mutual consent of both parties.

2.062 Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations.

2.063 Study Committees

The parties may appoint ad hoc study committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration. The committees shall report findings to the parties. Expenses, mutually agreed upon, shall be shared equally by the Board and the Association.

2.064 Exchange of Information

The Board agrees to furnish to the Association, upon reasonable request, any information concerning the district's finances. Such information shall include, but not be limited to, the Appropriations Resolution before it is approved by the Board and any regularly prepared reports pertinent to negotiations.

2.07 Release of Information

During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives. Each party is responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the respective organization. This, however, shall not be construed as limiting the channels of communication between employer and employees. News releases during negotiations or at the conclusion of negotiations may be made by either party, provided they are mutually agreed upon by the parties prior to release, unless the parties have reached impasse.

2.08 Agreement

The negotiating teams shall have the authority to indicate tentative agreement pending final approval by the Board and the Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board and the Association for approval. When approved by a majority vote of the Board and the Association, the Agreement will be signed by the President of the Board and the President of the Association and become part of the official minutes of the Board. The Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Association.

2.09 Disagreement: Mediation

2.091 Board of Education

If, at the expiration of the sixty (60) day negotiation period as provided for in Section 2.06, final agreement has not been reached, Association representatives may present the issues to the Board in an executive session of either a special meeting or the next regular meeting of the Board. If the Association intends to utilize this option, it must notify the Board within five (5) days after the expiration of the sixty (60) day negotiation period.

2.092 Mediation

At any time after the thirtieth (30th) day of the sixty (60) day negotiation period, either the Association or the Board may declare impasse and request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. If impasse is declared it is with the understanding that the impasse is declared on all issues where tentative agreement has not been reached. The assigned mediator has the authority to recommend but not to bind either party to any agreement. Unless final agreement is reached, mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until the expiration of the Collective Bargaining Agreement, and if the parties mutually agree, may continue thereafter.

It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure that supersedes the procedures contained in Ohio Revised Code Section 4117.14.

2.093 Cost of Mediation

The cost of mediation shall be shared equally by the Board and the Association.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definition and Rights of the Grievant and Association

3.011 A grievance is defined as a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be handled as set forth in this Grievance Procedure.

3.012 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances shall be processed as expeditiously as possible and kept as confidential as is appropriate and legally permitted.

3.013 The fact that a member of the Employee Unit participates in a grievance shall not be recorded in the member's personnel file or in any way be used as the basis for a transfer, reassignment, promotion, or dismissal; nor shall such fact be used as the basis for a negative evaluation of the member.

3.014 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

3.02 Step 1: Informal Procedure

An employee who feels that he/she has a grievance may discuss it with his/her immediate supervisor. If the grievant determines that said discussion does not affect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the Grievance Procedure, provided that it is filed within twenty (20) days as per the Time Limit section of this Article. (Section 3.08)

3.03 Step 2

The employee or the Association may present the grievance in writing to the employee's supervisor, who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved employee, and his/her supervisor shall be present for the meeting. The supervisor must provide the employee and the Association with his/her written answer to the grievance within five (5) days after the conclusion of the meeting.

3.04 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent, or his/her designated representative, within five (5) days after receipt of the Step 2 answer, or within eight (8) days after the meeting in Step 2, whichever is later. The Superintendent, or his/her designated representative, shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to provide his/her written decision to the Association.

3.05 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may process the grievance to the Board by submitting a notice to the Superintendent no later than five (5) days receipt of the Step 3 answer or the date the Superintendent's written response should have been rendered. The Board will hear the grievance at its next regular meeting that takes place at least five (5) days after the Superintendent receives notice of the appeal. Each party shall have the right to present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) days in which to provide its written decision to the Association.

3.06 Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The selection of the arbitrator shall be made from a list of nine (9) arbitrators provided to the parties by the American Arbitration Association, and the parties shall utilize the alternate strike method to determine the arbitrator. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 4 answer then the grievance shall be deemed withdrawn.

3.061 Authority of Arbitrator

The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provision of this Agreement and he/she shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to arbitrate any matter not specifically provided for by this Agreement.

3.062 Cost of Arbitration

Each party shall bear the full costs for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.07 Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the cost for the transcripts shall be divided equally between the parties.

3.08 Time Limits

If the grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of the event giving rise to the grievance, the opportunity to file the grievance shall be considered to have been waived. All time limits or days as used in this grievance and arbitration procedure shall be interpreted to mean school days. Except that when a grievance is submitted on or after June 1, time limits shall consist of all days the Board Office is open so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort shall be made to expedite the grievance process.

3.09 Expedition of Grievance

If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the immediate supervisory level may be filed by the Association at Step 3.

3.10 Request for a Second List

Prior to the deadline established by the American Arbitration Association for returning the parties' selection of arbitrator(s), either party may request in writing a second list of arbitrators from which to make selection. The party making said request shall notify the other party in writing at the time the request is made.

3.11 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.12 Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

3.13 Miscellaneous

3.131 Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

3.132 In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for his/her share of any expense incurred thereafter in such proceeding.

ARTICLE IV LEAVE POLICIES

4.01 Sick Leave

4.011 Entitlement to Sick Leave

Members of the Employee Unit shall be entitled to fifteen (15) days sick leave with pay for each full year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. Employees shall be permitted to use sick leave in one half (1/2) and full day segments, unless the sick leave is being run concurrent with FMLA leave in which case the leave may be used in one-hour increments.

4.012 Utilization of Sick Leave

Members of the Employee Unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family. A member of the Employee Unit may use sick leave following the birth of a child for a period of up to eight (8) weeks. If there are any continuing complications related to the birth or a medical reason associated with the baby's health, sick leave may be used beyond the limits set in this paragraph based upon a physician's medical certification. A member of the Employee Unit may also use sick leave for a period of up to two (2) weeks following his/her spouse giving birth to a child.

4.013 Immediate Family Defines

Immediate family shall be interpreted to include father, mother, grandparents, grandchild, brother, sister, husband, wife, child, in-laws, aunt, uncle, cousin, and other relatives, parent-in-law, or anyone who has stood in the same family relationship with the employee as any one of these.

4.014 Transfer of Sick Leave

A member of the Employee Unit who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of his or her accumulated sick leave up to the maximum accumulation allowed by the Boardman Local School District.

4.015 Catastrophic Leave of Absence (CLA)

Catastrophic Leave of Absence is an option designed for when an employee encounters a catastrophic life altering/threatening event but has not accumulated sufficient sick/personal leave to cover the necessary absence.

To utilize this benefit, an employee must complete an application to be submitted for approval by the CLA committee, which shall be comprised of six (6) members; three (3) appointed by the Superintendent and three (3) appointed by the Association President.

Applications must receive a majority vote (4-2) for approval. All votes of the committee will be confidential and final. Applicants will be informed of the committee's decision in writing in a timely manner.

If approved, the Board Treasurer will advertise for and accept donations of unused personal days from BEA members which will be used by the applicant. Applicants are eligible to receive a maximum of ten (10) days of CLA and then only for one (1) time during their career with the Boardman schools.

Staff donations of personal days will be accepted in the order they are received. Unused personal days will be returned in reverse order they were received. Once the applicant's request has been met, donations will cease to be accepted.

4.02 Sick Leave Accumulation

4.021 Sick Leave Accumulation

Unused sick leave shall be cumulative up to three hundred (300) days.

4.022 Recording of Sick Leave Accumulation

An update of each employee's accumulated sick leave days will be stated on the current pay stub.

4.023 Employee's reason for use of sick leave and personal leave is a private matter. An employee's application for, or use of, such leave shall be kept confidential.

Those school personnel necessary to process Central Office and State reports shall have access to this information.

4.024 If requested, each new full-time member of the Employee Unit, with a sick leave balance of zero (0) shall be advanced five (5) days of sick leave credit. If utilization of sick leave requires the employee to use the full amount of credit before the advanced sick leave credit has been earned, such member of the Employee Unit may not be lawfully advanced additional sick leave credit. The five (5) day advance is to be deducted from the future accumulation of sick leave credit the member of the Employee Unit earns on the basis of completed months of service.

4.03 Personal Leave

4.031 Entitlement of Personal Leave

Each member of the Employee Unit will be granted three (3) non-accumulative days of personal leave per school year for responsibilities that cannot be assumed when school is not in session.

4.032 Utilization of Personal Leave

Notice of intent to use personal leave shall be provided by the employee to the Superintendent or his/her designee at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice to the Superintendent or his/her designee shall be made as far in advance of the absence as is possible in order that proper arrangements for the handling of the duties can be made. If circumstances make advance requests impossible, the employee shall notify the Superintendent or his/her designee of the intent to use personal leave as soon as is practicable.

4.033 Approval of Personal Leave

Personal leave days may not be used to cover leave specified by other provisions of this agreement nor may they be used for recreation or vacation or other employment. Personal leave days that extend a holiday, a recess or are for calamity make-up days are subject to approval by the Superintendent.

4.034 Personal Leave -- Non-use

Compensation for unused personal leave is as follows:

3 unused personal days - \$200*

2 unused personal days - \$125*

1 unused personal day - \$50*

*Payment for unused personal days will be added to the second pay of July.

4.04 Parental Leave

4.041 Entitlement of Parental Leave

- A. Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested.
- B. In the case of a birth which occurs or an adoption which is finalized on or after the first day of the final nine-week grading period an employee may request and shall be granted an extension of the first year of parental leave through the end of the next school year.
- C. After delivery or adoption, once cleared to return to work and upon approval of unpaid parental leave, an Association member may request up to twelve (12) weeks of medical coverage at a contribution of fifty (50) percent.
- D. A teacher must return to work from a parental leave for a minimum of ninety (90) work days, excluding sick days following a second year of parental leave before a “first year” of a new parental leave may be approved.

4.042 Extension of Parental Leave

Upon request of the employee, parental leave shall be extended for one (1) additional school-year, provided the request is made in writing to the Superintendent of Schools on or before April 1 immediately preceding the school year for which the extension is requested.

An employee requesting a first year LOA after April 1 shall notify the Superintendent of Schools on or before June 1 of their intent to extend the parental leave.

4.043 Application

Application for parental leave shall be made in writing to the Superintendent of Schools no later than thirty (30) working days prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In case of pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

4.044 Reinstatement

- A. If the employee on parental leave of absence desires to be reassigned to duty with the Board of Education following the termination of such leave, application for reinstatement must be made in writing to the Office of the Superintendent at least thirty (30) days before the expiration of such leave or as hereinafter specified. An employee returning after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties.
- B. Reinstatement of the employee to duty upon expiration of leave shall be made after the proper application has been submitted and no later than the beginning of the next semester, unless another leave has been approved.
- C. At the end of said leave, the employee returning from leave shall be restored to contract status and assigned position according to certification.

4.045 Rights While on Leave

- A. Employees on parental leave, upon payment by the employee of the appropriate premiums, may continue as group members of all Board insurance programs, provided said coverage is acceptable to the carrier.
- B. Should disability occur during the term of parental leave for pregnancy, the employee shall have the option to convert to sick leave.
- C. In the case of adoption, the employee may request and shall be granted permission to use up to six (6) weeks of his/her personal accumulation of earned but unused sick leave prior to being granted a parental leave. Said use of sick leave shall not be construed as falsification of the use of sick leave.

4.05 Assault Leave

4.051 Reporting of Assault

Teachers shall report immediately to their principal, or acting principal, in all cases of assault suffered by them in connection with their employment.

4.052 Entitlement to Assault Leave

Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and/or in the course of his/her employment, the teacher shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.

The leave must be requested in writing and must include the initial date of the leave and an estimate as to the length of the leave. The request must include the employee's signature, a statement as to the need for such leave, and signature of attending physician or physicians. The teacher must also submit an incident report and agree to participate in any disciplinary proceedings related to the assault. Further, the teacher must file a police report related to the assault, unless the Superintendent determines it is not necessary or appropriate in a specific situation. Falsification of the signed statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and in the event that there is adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

4.053 Restrictions

Section 4.052 of this Section to be void if through due process the teacher was found to be negligent or had acted irresponsibly.

4.06 Professional Leave

Staff members incurring expenses by attending Board approved clinics, conferences, workshops, or visitations will be reimbursed as soon as itemized expenditures, accompanied by lodging receipts, when applicable, are submitted to the Board Treasurer.

4.07 Sabbatical Leave

4.071 Eligibility

Sabbatical leave for study and research and teaching in foreign countries may be granted by the Board to teachers who have completed five (5) years of service to the school system. Such sabbatical leave shall be in recognition of significant service through teaching and for the purpose of encouraging scholarly achievement that contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the school system.

4.072 Conditions of Leave

- A. Each year, five percent (5%) of the certificated/licensed staff, who are eligible, may be granted sabbatical leave.
- B. Sabbatical leave may not be granted to one individual more often than once every five (5) years.
- C. A member who is granted sabbatical leave will be required to return to the staff of the school system for at least one (1) year. If the member does not return for one (1) year, he/she shall be required to refund the Board monies given for such leave.
- D. Upon returning, each member shall present to the Superintendent a full report regarding how he/she used his/her sabbatical leave.

4.073 Duration of Leave

A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. Each member on sabbatical leave shall receive the difference between the substitute's pay and the member's expected salary.

4.074 Application for Leave

Application for sabbatical leave shall be made in writing and addressed to the Superintendent not later than February 15 or October 15 proceeding the school term within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

4.075 Reinstatement

- A. The member shall be restored to his/her former status upon return.
- B. Regular annual salary increments shall be given for the time of the leave the same as for regular services in the school.

4.08 Leave for School Visitations

Leave of absence with pay may be granted by the Superintendent for the purpose of visitation of other schools. Visitation of other schools shall be recommended by the principal, and arrangements made in advance for such visitations.

4.09 Jury Duty Leave

When an employee receives notice that he/she was selected for jury duty and is required to report to the court for the jury duty, the Board shall pay the employee his/her regular compensation. The employee must promptly notify his/her principal or supervisor when he/she receives the notice for jury duty. To avoid disruption to his/her classes, the employee is encouraged to contact the court to determine whether it is possible to defer the jury duty until the summer. Upon returning to work, the employee must submit to the Board Treasurer an official receipt from the court verifying the days he/she served on jury duty. Any compensation received as a member of the jury will be given to the school district.

4.10 Bereavement Leave

- A. Members of the Employee Unit shall be entitled up to three (3) days of paid Bereavement Leave for the death of each immediate family member as defined in Section 4.013 of the Agreement. The Bereavement Leave may be used for the actual funeral, for grieving, or for business related to the death as needed. Additional days may be taken from sick leave in accordance with the sick leave provisions of this Agreement.

- B. A limited number of members of the Employee Unit, contingent on the teacher providing his/her own class coverage, shall be excused from his/her teaching duties to attend the memorial service of another District teacher. The immediate family, as used in this section, is as defined in Section 4.013 of this Agreement. Said leave shall be for a maximum of three (3) hours and shall be with no loss of pay.

4.11 Family & Medical Leave

In addition to the above benefits, members of the bargaining unit shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) birth and/or care of a newborn child, within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents him/her from performing the functions of his/her job; and (5) "qualified exigency" leave. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave." For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed to meet the 1,250 hours of service standard). Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Negotiated Agreement.

ARTICLE V RIGHTS AND RESPONSIBILITIES

5.01 Class Size

The Board and the Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. However, both the Board and the Association acknowledge that teacher-pupil ratios should be determined based on the product of many variables including grade levels, subject areas, nature of pupils in the classroom, nature of learning objectives, availability of learning materials and facilities, skills and attitudes of the classroom teacher, availability of support staff, and budgetary constraints as solely determined by the Board. Therefore, both the Board and the Association agree that class sizes shall be based on the variables listed above with the following standards as desirable.

- A. Elementary Classes:
 - 1. Kindergarten and first grade: 23 students
 - 2. Second grade through eighth grade: 25 students
- B. Combined total in teacher's regular classes in secondary schools (based on five-day week): 125 students.
- C. Every effort will be made by the Board to maintain class enrollments according to the available number of pupil stations when applicable, i.e. art, computer lab, industrial arts, home economics.
- D. In certain activity type classes such as physical education and music, the above standards do not apply.
- E. The Board shall make every effort to maintain a reasonable balance of class size within all sections of a given course in grades 5-12.
- F. Every two (2) years, the Board will give the middle grade teams the option to rotate inclusion responsibilities. However, the Board reserves the right to make a change after one (1) year.

5.02 Split Classes

Unless established for the purpose of implementing a specific, deliberately planned educational program, no split-grade classes shall be maintained in the elementary schools.

5.03 Non-Teaching Duties

5.031 Philosophy

The Board and the Association agree that a teacher's primary responsibility is the effort put forth in the classroom. They further agree that members must assume additional responsibilities beyond the classroom to ensure a safe and proper school environment.

5.032 Equitable Distribution of Non-Teaching Assignments:

The administration of each school, on an annual basis, shall take care to see that non-teaching assignments, inclusive of before school and after school supervisory responsibilities, are equitably distributed among all members of the Employee Unit and recognized in the teacher's daily load.

5.033 Cafeteria Duty

Members of the Employee Unit in the middle school and high school may be required to have cafeteria duty each year during the term of this Agreement. No middle school teacher shall be assigned to cafeteria duty for more than one lunch section per day.

5.034 Compensation for Non-Teaching Duties

When the additional non-teaching duties affect the quality of teaching or demand unreasonable time commitments beyond the school day, the Board agrees to give compensation for such assigned duties.

5.035 Elementary Schools

No teacher in the elementary schools shall have cafeteria duty or playground duty.

5.036 Administrative Duties

No BEA member shall be assigned an administrative duty unless mutually agreed upon. (examples: attendance, late to class, parking lot monitoring, discipline)

5.04 Substitutes

5.041 List of Qualified Substitutes

The administration shall maintain a list of qualified substitute teachers.

5.042 Employment of Substitutes

When an employee is absent, the Board shall make a reasonable effort to provide a certificated/licensed substitute.

5.043 Compensation for Assumption of Substitute's Duties

- A. When an approved substitute is not available, volunteers shall first be sought to assume the instructional responsibilities of the absent teacher during his/her conference/planning period. If no volunteers come forward, the building administration may assign the responsibility to members of the Employee Unit on a rotating basis as has been the practice.
- B. When an approved substitute is not available and an employee volunteers or is directed to assume an absent teacher's instructional responsibilities during his/her conference/planning period, that teacher shall be compensated at the rate of twenty-five dollars (\$25.00) per hour or class period or fraction thereof.
- C. When approved substitutes are not available for specialists in elementary schools (art, music, physical education) the responsibility for those students shall be assumed by the homeroom teacher at the rate of twenty-five dollars (\$25.00) per period or fraction thereof.
- D. Personnel not in the Employee Unit shall not be assigned to assume an absent teacher's responsibility unless there is an emergency and no member of the bargaining unit is available.
- E. Personnel may not be reassigned from specific duties such as study hall, cafeteria, hall and bus supervision and Department Chairman/Instructional Coordinator assignments to assume the responsibility of an absent classroom teacher.

Paragraph E does not apply to administrative assignments and/or assistance as stated on the middle school master schedule.

- F. Students may not be assigned to study hall when an approved substitute is not available without compensating the study hall supervisors at the rate of fifteen dollars (\$15.00) per period or fraction thereof.

5.05 Paid Teacher Aides

5.051 Employment of Teacher Aides

Teacher aides will be employed to reduce the load of the teaching staff and in particular whenever possible to assist teachers in classrooms where the number of pupils is beyond the recommended standards defined in the Class Size Provision of this Agreement (Section 5.01). Employed aides' first responsibility will be to the teachers at the grade level assigned. When available they may be given other duties.

5.06 Five Year Forecast Committee

Annually, a joint committee shall be formed consisting of up to eight (8) representatives (of the Administration, Association, and community) to have input into the development of any Five Year Forecast submitted by the Board to the Ohio Department of Education under the provisions of ORC 5705.391. The Superintendent shall appoint three (3) representatives from the Administration and one (1) from the community, and the Association President shall appoint three (3) representatives from the BEA and one from the community.

5.07 In-Service Training

5.071 Planning of In-Service Training

The Association President shall appoint a three (3) member committee representing each of the District's instructional levels (elementary and secondary) for the purpose of consultation on planning District in-service training programs.

5.08 Parent-Teacher Conferences

Parent-Teacher conference dates will be placed on the school year calendar. The conference days shall be scheduled to take place on an evening for a duration of five and one-half (5 1/2) hours, to include a thirty (30) minute break. This time shall constitute a full day worked and schools shall be closed the following day.

5.09 School Calendar

The regular school year calendar will not be finalized and approved by the Board until the Association is afforded a reasonable opportunity to comment upon the proposed school year calendar. The Winter Recess shall include the day before Christmas Eve.

5.10 School Day

5.101 Duration

The school day shall not exceed 7 1/2 consecutive hours.

5.102 Lunch Period

The school day shall include a daily, minimum thirty (30) minute, duty-free uninterrupted lunch period. Unless mutually agreed upon, a BEA members' lunch must be scheduled during a time lunch is served in the building.

5.103 Planning Time

A school week shall include planning periods as follows:

- A. **High School/Junior High (grades 7 -12)** – One (1) instructional period per day.
- B. **Intermediate/Elementary (grades K – 6)** – 200 minutes per week in blocks of not less than thirty (30) consecutive minutes.
- C. **Special Education** – One professional day, in their assigned building, shall be granted each school year to all special education teachers with at least eight (8) students on their caseload for the purpose of writing IEPs. Two (2) professional days, in their assigned building, shall be granted each school year to all special education teachers who have the responsibility to write at least sixteen (16) IEPs on their caseload.
- D. **Teachers With Gifted Students** – One half (1/2) professional day, in their assigned building, shall be granted each school year to teachers with at least eight (8) gifted students on a caseload for the purpose of writing WEPs. One (1) professional day, in their assigned building, shall be granted each school year to teachers with at least sixteen (16) gifted students on a caseload for the purpose of writing WEPs.

5.104 Leaving the Building

An employee may leave the building during his/her lunch period upon notification of the employee's supervisor or his/her designee. An employee may leave the building during his/her planning period upon approval of the employee's supervisor or his/her designee.

5.105 Whenever possible, the number of preparations in grades 7 through 12 shall not exceed four (4). In the event, due to scheduling, a teacher must be given an additional preparation, said teacher shall:

- A. have no non-teaching duties.
- B. have an additional planning period.

5.106 No teacher at the middle grade level shall have more than six (6) teaching periods per day and no teacher at the high school level shall have more than five (5) teaching periods per day. A teacher at either level may volunteer for an additional teaching period per day beyond these maximums.

5.107 Meeting/Special Students

Building Assistance Team meetings will be held at a time mutually agreed to by the Team. Any meetings held outside of the defined school day shall be voluntary.

5.11 School Year

The school year shall consist of a maximum of 184 days and a minimum as defined in ORC 3313.48 (currently 910 hours in grades K-6 and 1,001 hours in grades 7-12). The designated instruction days shall consist of a maximum 180 days unless otherwise modified by calamity day language set forth in this section.

The 184 days will consist of:

- 1 – Pre-school year Professional Day
- ½ - Flex Day - one half (1/2) day shall be at the option of each member of the Employee Unit to complete between the first student report day and ten (10) work days prior. Teachers should notify the principal/secretary of the building at least one (1) day before they plan to report. The District will make a concerted effort to have rooms ready by the first eligible Flex Day.
- ½ - Open House – one (1) open house per teacher, per year, per building, to which he/she is assigned.
- 1 – Post-school year Report Day
- 1 – Locally planned Inservice day
- 178 – Student instruction days
- 2 – Teacher/Parent conference days

5.111 Calamity Days

Calamity Days - If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five (5) days lost. Any subsequent days missed due to a calamity will be made up. Make up days will not result in additional compensation for teachers. Potential make up days are designated on the Board-approved District calendar.

Dependent on additional hazardous weather conditions and/or other calamity, the Board retains the latitude to grant additional calamity days while still meeting the statutory requirements for a minimum school year, as set forth in Ohio Revised Code Section 3313.48.

In the event the school year is extended beyond the one hundred eighty-four (184) days by a State of Ohio mandate (excluding the makeup of calamity days) the Board agrees to reopen negotiations for salaries relating to the additional days only. The Board shall consult the Association on changes in the school calendar that are due to additional days.

5.112 Approved Inservice - Additional Compensation

The one (1) locally planned inservice day is mandatory. Teachers will also be encouraged to participate in five (5) hours of approved inservice training beyond the regular school day. At the end of the regular school year, teachers who have completed the five (5) hours of approved inservice will be paid for five (5) hours at their hourly rate.

Guidelines - Five Hours of Approved Inservice:

All in-service hours must be pre-approved by the building principal. Hours will be paid for time actually spent in training or study. Time spent for travel to and from or for meals associated with the in-service will not be paid.

The five hours of in-service to be paid cannot include approved meetings where a stipend is paid and cannot include college or university coursework which will be turned in for module payment.

Examples of Approved In-service Training Program:

1. Federal, State or local mandated training programs that are not offered during the regular work day such as: Hazardous Communications, Bloodborne Pathogens, Child Assault, AIDS Awareness, Sports Medicine, CPR and Mentor Training.
2. Staff development programs sponsored by the State Department of Education, Regional Staff Development Consortium, Mahoning County Office of Education, or the Boardman Local Schools that address job responsibilities that are directly related to employment with the Boardman Local Schools.
3. Condition of Employment training and responsibilities

5.12 Nondiscrimination

The Board and the Association are cognizant that professional qualifications are not impaired by virtue of race, color, creed, sex, disability, religion, or family relationship. Therefore, the Board and the Association shall not engage in any biased or discriminatory practices regarding employment, conditions of employment, transfer promotion, or compensation on the basis of race, color, creed, sex, disability, religion, or family relationship.

5.13 Personnel Files

5.131 Right of Review

Teachers shall have the opportunity to review, discuss and respond in writing to any evaluation reports with their supervisors and to review the content of any reports originated in this system that are contained in their personnel files as maintained by building principals, supervisors, or the Superintendent.

5.132 Legal Rights

This provision shall not be construed to deny employees of any legal rights as delineated in ORC 1347.

5.133 Restrictions

No item from any anonymous source may be placed in the personnel file of a teacher. The Superintendent shall provide prior notice to a member of the Employee Unit whose personnel file is to be inspected by a member of the public other than an administrator/representative of the Board.

5.134 Removal of Records

Documents placed in the personnel file of an employee will upon written request of the employee be reviewed by the Superintendent for removal after a five (5) year period, provided the employee has not violated the same or related infractions during that time period. Notwithstanding the preceding, disciplinary documents related to allegations of sexual harassment/discrimination, physical or sexual abuse, and last change agreements shall not be removed from the employee's personnel file per the adopted district records retention policy.

5.14 Teacher and Counselor Evaluation Procedures

A. OTES/OSCES

For OTES teachers and OSCES counselors, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix "A1," which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article. Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation in accordance with law, and nothing herein shall diminish the right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

Teachers who do not have applicable student growth measures will be evaluated on 100% of the Teacher Performance on Standards.

The Evaluation Review Committee shall function on an ongoing basis to make recommendations to the Board for necessary changes to the evaluation system.

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development and subsequent revision of the Board's standards-based evaluation system.

1. Composition

The Committee (ERC) shall be comprised of three (3) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle and high school as well as special education and the arts.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTEES trained prior to beginning their work.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. An SLO (Student Learning Objective) Committee will be established whose members will be jointly appointed by the Committee co-chairs.
- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. Compensation

Any Committee work required outside of the work day will be paid a Board-approved stipend. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

5.15 Just Cause

No teacher shall be disciplined without just cause.

5.16 Vacancies

5.161 Definition of Vacancy

A vacancy is defined as a position that the Board decides to fill that is not occupied when:

- A. An employee dies.
- B. An employee resigns.
- C. An employee retires, except one who chooses the Employment of Retired Boardman Teachers option as specified in Section 6.15 of the Negotiated Agreement.
- D. An employee's contract is terminated, non-renewed, or suspended.
- E. An employee who is transferred, except those which are one to one, whether voluntary or involuntary.
- F. An employee is promoted.
- G. An employee's unpaid leave of absence is for more than one school year.
- H. A new position is created.

A vacancy shall not be declared until reassignments within a building have been completed.

5.162 Posting of Vacancies

Within five (5) days after the creation of a vacancy, the Superintendent or designee shall post that vacancy electronically for a minimum of five (5) business days prior to the filling of said position.

The posting of a vacancy does not necessitate its filling. However, if the position is to be filled prior to the start of the subsequent school year, all employees responding to the posting shall be considered as applicants for the position. Bargaining unit applicants will be interviewed for vacancies before individuals outside the bargaining unit are interviewed for consideration. A minimum of a twenty-four (24) hour posting period is acceptable for all vacancies occurring twenty (20) business days or less before the first school teacher report day of each school year and also when a supplemental vacancy occurs twenty (20) business days or less before the activity/season is to begin. The Association President shall be given an electronic copy of the notice at the time of posting. During summer recess said notices shall be electronically delivered to all employees.

5.163 Content of Notice of Vacancy

Each notice of vacancy shall include department (if applicable), subject to be taught, the qualifications required, and the compensation if it is a newly created position.

5.17 Assignment and Transfer

5.171 Notification of Assignment

Building assignment of a teacher will appear on the contract.

5.172 Request Form

The Board agrees to provide printed request forms for those teachers applying for re-assignment or transfer to another grade, subject, or building in the Boardman Local School District. These forms shall also be used to apply for additional responsibilities and openings in the areas of guidance, supervision, and administration, as well as any newly created positions. The request forms shall be available through each building principal and shall be submitted to the Superintendent.

5.173 Assignments

Every endeavor shall be made to make assignments for the school year no later than the first day of July. When a re-assignment is made after this date, the employee shall be given the courtesy of an interview, if requested, explaining the reason for such action. The employee may, at his/her option, have a representative of the Association present.

5.174 Re-assignment

Mutually agreed upon re-assignments may be made prior to the posting of a vacancy except when an active Reduction in Force list exists that contains bargaining unit members certificated/licensed for said vacancy. Prior to an official posting of a building vacancy, staff members within the building will be given the opportunity to request a re-assignment to the open position. Once any re-assignments are determined, the official posting shall be issued.

5.175 Definition of Transfer

A transfer shall be defined as a move from one building to another.

5.176 Types of Transfer

Transfers shall be of two (2) types: Voluntary and Involuntary.

A. Voluntary Transfer

1. A voluntary transfer is a transfer that is requested by the employee.
2. When more than one member of the Employee Unit requests a transfer to the same vacant position the factors to be considered in making the transfer will be the ability to meet the qualifications posted, area of competence, quality of teaching performance, certification/licensure, and seniority.
3. Denial of Transfer Request When a requested re-assignment is not granted, the employee shall be given the courtesy of an interview, if requested, explaining the reason for such action.

B. Involuntary Transfer

1. An involuntary transfer is a transfer that is initiated by the administration.
2. When a member of the Employee Unit is requested to transfer, the factors to be considered in making the transfer will be the ability to meet the qualifications posted, area of competence, quality of teaching performance, and certification/licensure.

5.18 Seniority

5.181 Definition

- A. Seniority, for full time employees, as herein used shall mean the relative status of employees with respect to total length of service with the District, the only exception being that employees on continuing contracts shall be granted greater seniority than employees on limited contracts who have equivalent length of service with the District. Length of service shall be the total service with the District from the employee's first day worked since his/her last date of hire.
- B. Seniority for part-time employees who render service during the 7 1/2 hour school day shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by 7 1/2 then by 184.

- C. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
- D. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.

5.182 Continuance of Seniority

- A. Seniority will not be broken and time lost will be added to continuous service in the following instances:
 - 1. Approved paid leaves of absence.
 - 2. Layoffs caused by reduction in force.
- B. Seniority will not be broken; however, time lost will not be added to continuous service in the following instances:
 - 1. Approved unpaid leaves of absence that result in an employee fulfilling less than 120 days of their contract.
 - 2. Time spent on disability retirement.

5.183 Breaking of Seniority

An employee shall lose his/her seniority:

- A. Upon resignation, retirement, or nonrenewal.
- B. Upon discharge for just cause.
- C. Upon failure to report from layoff within the designated time period.
- D. Upon overstaying a leave of absence unless prior to the expiration of such leave he/she requests and obtains an extension which is then confirmed in writing.

5.184 Ties in Seniority

In the event that two or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the other employee.

5.185 Seniority List

The Board shall prepare and post on the bulletin boards in the faculty lounges of each building, a seniority list, indicating the first day worked, the date of hire, the date of employment application, the area(s) of certification, and the years of seniority for each member of the Employee Unit. Postings shall be made in September of each school year, unless the Board expects to conduct a reduction in force in the spring in which case an updated seniority list will be posted in February. The Association President shall be provided with a copy of the seniority list prior to posting. All members of the Employee Unit who are on leaves of absences shall be mailed a copy of that section of the seniority list that pertains to his/her area(s) of certification/licensure at the same time as the seniority list is posted in September and February, if applicable.

5.186 Challenge of Seniority List

Each employee shall have a period of thirty (30) days after the seniority list is posted in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest will be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final. The Board or its agents will investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

5.19 Reduction in Force

5.191 Definition

A reduction in force may be implemented when the Board deems it necessary because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, financial reasons as solely determined by the Board, which determination shall not be arbitrary or capricious, or lack of adequate funding for Ohio Auxiliary Services.

5.192 General Provisions

- A. The Board shall provide the Association President with written notice, including the reasons, of its intent to implement a reduction in force.

- B. Prior to the Board's action on reduction in force, the Association President shall be given the opportunity to meet with the Superintendent for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.
- C. A reduction in force shall be implemented by attrition and by the suspension of contracts according to the provisions of this Section.
- D. A grievance arising only over the procedure of implementation of the reduction in force shall be submitted to expedited arbitration in accordance with the rules and procedures established by the American Arbitration Association.

5.193 Determination of Reduction in Force List

- A. A list shall be prepared for all teachers according to certification/licensure, continuing contract status and seniority within all areas of certification/licensure for each teacher. (This list shall be maintained and updated on an annual basis.)
- B. Seniority shall be determined according to the provisions of Section 5.181 of this Agreement.
- C. In the event of a reduction in force, the Board shall issue a formal statement listing the specific positions to be abolished.
- D. Retention
 - 1. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term “comparable” as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation system defining that term.
 - 2. Comparable evaluations of OTES teachers will be defined as all evaluation ratings above “Ineffective”.

3. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. Comparable evaluations.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
 4. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. Comparable evaluations.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 5. When choosing between teachers with comparable evaluations, if the position of a teacher in one teaching field affected is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.
- E. A teacher who is to have his/her contract suspended as a result of reduction in force shall be given notification of the Board's intended action. Such notification shall be made in a manner to insure its receipt by the employee prior to the Board's action to suspend his/her contract.

5.194 Reinstatement of Teachers from the Reduction in Force List

- A. All teachers whose contracts are suspended as a result of a reduction in force program shall be placed on a list stating OTES rating, years of continuous service to the District, contractual status, and subject(s) certificated/licensed to teach.

- B. A teacher on the reduction in force list shall be offered reinstatement for the positions for which certificated/licensed, as set forth on said reduction in force list, as positions become available and in keeping with the OTES rating, certification/licensure, contractual status, and seniority provisions of the reduction in force list, (inverse order - last suspended, first reinstated).
- C. When a vacancy occurs, the Board shall notify all teachers certificated/licensed for the position to advise them of such position. It is the teacher's responsibility to make the Board informed of his/her whereabouts. The teacher shall notify within ten (10) days from the date of receipt of notice, his/her availability and desire for such position. If the teacher fails to notify the Board within the specified period of time, said teacher shall be considered to have rejected the position, and said position will be made available to the next eligible teachers on the reduction in force list.
- D. Upon recall, all rights relating to salary, fringe benefits, and seniority, shall be fully restored.
- E. Transfers of teachers employed but not affected by the reduction in force program will be limited to positions not affected by said program. If a position(s) initially abolished is reinstated, or if a new position(s) is established, this position(s) shall be staffed first from teachers on the reduction in force list. Transfers may be made to a position affected by the reduction in force program after the position(s) has been offered to all properly certificated/licensed teachers on the reduction in force list.
- F. No teacher new to the District shall be employed until all properly certificated/licensed teachers on the reduction list have been offered reinstatement for the positions in accordance with the provisions of this Section.

5.195 Additional Provisions

- A. Teachers remaining laid off shall be given preferential consideration as substitute teachers. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the reduction in force list.
- B. Laid off teachers shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years.

- C. A limited contract teacher affected by the reduction in force shall be granted the rights herein stated for a period not to exceed two (2) years. Continuing contract teachers will have indefinite recall rights.

5.20 Personal Messages

When personal messages are received in the individual school offices, the teacher(s) concerned shall be notified as soon as practicable.

5.21 Mentor Program

Protections

- A. All interaction, written or oral, between the consulting teacher and the client teacher shall be confidential. Any violation of this tenet by the consulting teacher shall constitute grounds for immediate removal from their role as a consulting teacher. This section also applies to Department Chairmen and Instructional Coordinators who serve as mentors as part of their job description.
- B. Other than a notation to the effect that a teacher served as a consulting teacher, the teacher's activities as a consulting teacher shall not be part of that staff member's evaluation.
 - 1. Instructional Coordinators and Department Chairmen will receive compensation when assigned to serve as a mentor.
 - 2. Compensation of mentors for teachers new to the system:
 - 4% - Resident Educator Year 1 Mentor
 - 2% - Resident Educator Year 2 Mentor
 - 1% - Resident Education Year 3 Mentor (if service not provided by ESC)
 - 2% - New Teacher Mentor
 - 8% - Lead Mentor
 - 3. The mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

5.22 Health and Safety

A. Employee Health and Safety

The Board and the Association affirm their commitment to provide a safe working environment for all employees. Therefore, in the event the health and safety of employees are at risk or could become at risk, employees shall be notified as soon as possible of the situation and the persons involved.

Situations that may affect the employee's well-being may include, but not be limited to thefts, threats, assaults or instruments determined to be weapons.

B. OSHA Regulations

Since violations of OSHA regulations will result in the district incurring substantial penalties from the Ohio Department of Labor Relations, a system of discipline is required to insure that employees comply with OSHA regulations. That system of discipline shall be in accordance with Article 5.234 of the Negotiated Agreement.

5.23 Progressive Discipline

A. Informal Procedure

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action.

B. Formal Procedure

1. Formal disciplinary action taken, except in cases requiring immediate suspension, shall be commensurate with the employee's offense, including the repetition of an action, without progressing to the next step. However, nothing herein prevents the skipping of a step and progressing to a higher level of discipline dependent upon the circumstances.
2. The discipline procedure shall be:
 - a. First Step - written reprimand - the employee shall have an opportunity to respond to the reprimand in writing. Both the reprimand and the response may be a part of the personnel file.

- b. Second Step - suspension(s) one day with or without pay (only the Superintendent shall have the right to suspend a teacher);
 - c. Third Step - suspension(s) three (3) days with or without pay (only the Superintendent shall have the right to suspend a teacher);
 - d. Fourth Step - suspension(s) not to exceed ten (10) days with or without pay (only the Superintendent shall have the right to suspend a teacher);
 - e. Fifth Step - termination (only the Board of Education shall have the authority to terminate an employee).
3. Termination shall be preceded by suspension, with or without pay, pending investigation and the completion of the due process procedure. A suspension may be converted to a termination following investigation and the completion of the due process procedure provided an employee has been advised at the time of the suspension that termination may follow. If the investigation does not result in termination and not determined a violation, the employee shall be reimbursed for lost pay, if any.

Any Bargaining Unit member confronted with the termination of his/her employment contract by the Board shall have the option of challenge to said action by utilizing the provisions of ORC 3319.16 and 3319.161 or by utilizing the provisions of this Master Contract.

C. Due Process Procedures

1. Except in cases requiring immediate suspension, no employee shall be suspended or terminated without first having been given due process in accordance with the following procedure:

a. Notice of Allegation and Conference

A written notice setting forth the allegations, which, if substantiated could result in disciplinary action, shall be delivered in person and receipted or sent to the employee by certified mail. Said notice shall include the time and place of a conference to discuss said allegations.

b. Conference

The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). Said conference shall be held no sooner than five (5) days, nor later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

c. Notification of Disposition

The employee and the Association President shall be notified immediately by certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reasons(s) for said action.

2. In cases of immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four hours following the suspension, and the conference shall be held as expeditiously as possible.

D. Privacy of Proceedings

No employee shall be disciplined in the presence of other employees or in public. To the extent provided by law, all matters herein shall be kept confidential.

5.24 Smoke Free and Vape Free Environment

All Boardman School facilities, property and vehicles are designated smoke free and vape free. Therefore, there will be no smoking or vaping in school facilities, on school property, or in school vehicles.

5.25 Duplicating Equipment

Members of the Employee Unit shall have access to the designated equipment in the buildings for school related business. Such equipment shall include, but not be limited to, printing and photo or electronic copy machines in each building. Office staff shall have priority in use of duplicating equipment. The building administrator may set copy allocations per employee when misuse and unwarranted use is evident. Those employees involved in the misuse or unwarranted use may be required to log the number of copies.

5.26 Professional Dress

The Association and the Board agree that all staff members have a responsibility to present themselves in a professional manner. It is assumed that they will represent themselves, their school, their professional organizations, and the Board in a manner that would earn and maintain respect and set a proper model for students.

It is recognized that dress is a matter of individual taste and style. However, all personnel are encouraged to consider appropriate dress and grooming necessary for a positive influence on their professional performance and the performance of their students.

5.27 Administrative Issues

Representatives of the Association shall meet with the Superintendent for the purpose of discussing administrative issues. A date for this meeting shall be established by the Superintendent and the Association President by December 15th. Major issues and names of those persons to represent the Bargaining Unit will be provided the Superintendent one week prior to the meeting.

When requested by an administrator (a) representative(s) of the Association shall meet with the requesting principal for the purpose of discussing administrative issues that relate to that administrator. The time for such meeting shall be mutually agreed.

ARTICLE VI SALARY AND FRINGE BENEFITS

6.01 Placement on Salary Schedule

A maximum of ten years credit shall be granted for experience gained in school systems other than Boardman. It is the Board's prerogative to grant any number of years credit between what the ORC requires and the maximum as set forth on this section.

6.011 Members of the Employee Unit shall be issued written contracts and written notices of salary in accordance with the Ohio Revised Code.

6.02 Professional Improvement

A. Payment for post-graduate study to be placed on index as follows (for calculations below, one quarter hour equals two-thirds (2/3) semester hours):

1. Between bachelor's and master's degree index, .0066 of salary base per two (2) semester hours. Maximum number of semester hours is thirty (30) hours. An Internet and/or Video class shall be acceptable, provided said course is taken through an accredited university, will earn credit toward a degree program, and is pre-approved by the Superintendent.
2. Beyond master's degree, index .01 of salary base per two (2) semester hours. The maximum number of semester hours is thirty (30). To receive payments for graduate study or undergraduate study beyond the master's degree, approval must be obtained from the Superintendent. An Internet and/or Video class shall be acceptable, provided said course is taken through an accredited university, would provide credit toward a degree program, and is pre-approved by the Superintendent. A course description of the additional study is required to be submitted with all requests for approval. Fifteen (15) of the semester hours may be acquired in undergraduate study. In addition, all undergraduate courses must be in a subject area for which the teacher is currently certificated/licensed or in a subject area in which an employee is working toward licensure. One official transcript is required.
3. Employees will not be paid for hours taken prior to their date of employment in the Boardman Local Schools.

4. Payments will be made on every ten (10) semester hours between the bachelor-masters column and between the masters-masters plus thirty (30) column.
 5. When transcripts are received by August 1, payments will be included in twenty-four (24) equal payments as part of regular salary. When transcripts are received from August 1 through October 14 then the entire payment will be received in the second December paycheck. Transcripts received on October 15 or later will be paid in the following school year.
- B. Upon prior approval of the Superintendent, the Board shall reimburse to a teacher the tuition, fees, and registration costs of each CEU successfully taken to maintain or update a teaching certificate/license.
- C. When an approved professional leave (4.06) is expanded into a course for graduate or undergraduate credit by the completion of additional work by the participant, the credit hours may not be used for payment or modules under Section 6.02A-1 or 2.
- D. The Board shall reimburse each member of the Bargaining Unit one hundred percent (100%) of the application fee for renewing his/her required teaching certificate/license, required first aid/CPR validation, and/or Pupil Activity Permit. Members of the Bargaining Unit shall request reimbursement by submitting a copy of the renewed certificate/license to the Board Treasurer's office.
- E. **Boardman Local Professional Development Committee:**

The Boardman Local Professional Development Committee shall be comprised of five (5) members as follows:

1. three (3) practicing classroom teachers appointed by the Association President;
2. two (2) practicing principals selected by the principals currently employed by the District; and
3. one (1) additional administrator shall serve as a sixth member of the LPDC with actual voting rights only when a fellow administrator's individual plan is presented to the committee for review. In such instances, a teacher member will abstain.

The Committee shall be empowered according to law and shall determine its own structure, plans and criteria for approval of individual professional development plans and in-service plans for the District.

6.03 Procedure for Continuing Contract

A. In accordance with Ohio Revised Code Section 3319.08, any teacher anticipating becoming eligible for a continuing contract during the term of this Agreement must notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility the following documentation:

1. For teachers initially licensed prior to January 1, 2011, either:
 - a. An Ohio Professional, Permanent or Life teacher's certificate or license and has completed thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of such certificate or license if a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license; or
 - b. 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 the teaching certificate or license if a master's degree was held at the time of initially receiving a teaching certificate or an educator's license.
2. For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
 - a. Holds a professional, senior professional or lead professional license;
 - b. Has held an Ohio educator's license for at least seven (7) years; and

- c. Has completed either of the following;
 - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the State Board shall adopt;
 - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the State Board shall adopt.
- B. The teacher must have taught for at least three (3) of the last five (5) years in the Boardman Local School District.
- C. A teacher meeting the requirements of A. and B. above is deemed eligible for tenure as of the May Board meeting. If continuing contract status is granted at that meeting, the teacher will be deemed to be tenured at that time for purposes of any reduction in force.
- D. If the teacher attained continuing contract status in another school district, the teacher must have served at least two (2) years in the Boardman Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period. Continuing contract status is effective upon re-employment of the teacher at the May Board meeting of the second year and, at that time, the teacher will be deemed to be tenured at that time for purposes of any reduction in force.
- E. Upon recommendation of the Superintendent, teachers under consideration for continuing contract may be granted a one (1) year or a two (2) year extended limited contract by the Board, effective at the end of that teacher's current limited contract. Any teacher receiving an extended limited contract will be given reasons directed at professional improvement prior to June 30 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, teachers otherwise eligible shall be granted a continuing contract.

- F. The provisions of this section (6.03), shall supersede and prevail over any conflicting provisions of Ohio Revised Code Section 3319.11 as it existed on the effective date of this Agreement.

6.04 Pay Plan

6.041 Pay Schedule

Employees shall receive twenty-four (24) semi-monthly payments made directly to a bank chosen by the employee.

6.042 Pay Plan -Electronic

All members of the Association must have automatic electronic deposit of paychecks and will receive an electronic notification of the deposit.

6.043 Termination Pay

In the event an employee's individual contract is terminated by either party during the school year, at the option of the employee, the total sum due to the employee shall be paid at the next scheduled pay date after the Board's official action on the employee's contract.

6.044 Payroll Deductions

Payroll deductions shall be made in proportionate deductions as authorized by the employee, said number of deductions to be in accordance with the pay plan selected by the employee.

6.045 Pay Dates

Pay dates are the 5th and 20th of each month. If any pay date falls on a Saturday or Sunday, payment shall be made on the Friday before. Further, if any pay date falls on a holiday, payment will be made on the last banking day prior to the holiday. The change from the 15th and 30th pay to the 5th and 20th pay will be effective August 1, 2020.

6.05 Payroll Deduction

The Board shall provide, upon written authorization of the employee, payroll deductions for the following:

A. Professional Dues

1. The deductions for those previously on payroll deduction or those notifying the Board Treasurer by thirty (30) days prior to September 1 shall be made bi-monthly, except on a 3-pay month, over the individual's pay plan beginning with the first pay in September. Deductions for those notifying the Board Treasurer after September 1 and prior to November 1, shall be made equally over the pays remaining as determined by the pay period in which the election is made. The Association shall furnish the Board Treasurer with a schedule indicating the deduction.
2. Individual authorization forms for dues deductions shall be furnished by the Local Association, and when executed, shall be filed by the Local Association with the Board Treasurer. If the Board does not have on file written documentation authorizing payroll deduction of Professional Dues for a specific employee, the Board Treasurer will not payroll deduct such dues from that individual until the Association Treasurer provides such documentation. If an employee withdraws such consent, the Association Treasurer must notify the Board Treasurer within five (5) workdays.
3. Authorization for dues deductions shall be on a continuous basis from year to year unless a request for withdrawal is submitted, in writing to the Treasurer.
4. The balance of the annual deduction, prorated to reflect the employee's actual service, shall be deducted from the final paycheck of the member of the Employee Unit resigning his/her position, receiving a leave of absence, or having his/her employment terminated after October 20 of any school year during the duration of this Agreement.
5. Dues deductions shall be transmitted by the district Treasurer to the Ohio Education Association and the Boardman Education Association Treasurer within ten (10) days after such deductions are made.

6. The right to refund to the employee monies deducted from his/her pay shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association whenever the deduction is in excess of the proper deduction and agrees to hold the Board harmless for all claims of excessive dues deductions.
- B. The Boardman Schools Credit Union.
 - C. Cancer insurance and other health-related insurance premiums. When a company has enrolled ten percent (10%) of the certificated/licensed and non-certified, full-time employees or the equivalent in either or both groups, said employees may, in writing by November 1, authorize the Board Treasurer to make payroll deductions for health-related insurance premiums. This provision shall apply only to those health-related insurance premiums that are not totally provided by the Board.
 - D. Tax-sheltered annuities.
 - E. Income protection insurance from a company that has enrolled at least ten percent (10%) of the full-time teachers. Once a teacher has enrolled in a plan the teacher may continue on payroll deduction even though the total enrollment of full-time teachers drops below ten percent (10%). Teacher enrolled in any plan prior to June 30, 1987, may continue payroll deduction in that plan.
 - F. Board authorized charitable deductions
 - G. Employee share of insurance premiums.
 - H. Premiums or Fees for Flexible Savings Accounts. Any and all premiums, fees, or costs associated with any FSA plan (American Fidelity) shall be assumed by the Board of Education

6.06 A. BEA Salary Schedule Effective July 1, 2020

Base Step	\$34,529 Years	BA	MA	MA+30
1	0	\$34,529	\$37,982	\$43,161
2	1	\$36,428	\$40,054	\$45,233
3	2	\$38,327	\$42,125	\$47,305
4	3	\$40,226	\$44,370	\$49,549
5	4	\$42,125	\$46,614	\$51,794
6	5	\$44,024	\$48,859	\$54,038
7	6	\$45,924	\$51,103	\$56,282
8	7	\$47,823	\$53,347	\$58,527
9	8	\$49,722	\$55,592	\$60,771
10	9	\$51,621	\$57,836	\$63,015
11	10	\$53,520	\$60,080	\$65,260
12	11	\$55,419	\$62,325	\$67,504
13	12	\$57,318	\$64,569	\$69,749
14A	13	\$59,217	\$66,814	\$71,993
14B	14	\$59,217	\$66,814	\$71,993
14C	15	\$59,217	\$66,814	\$71,993
14D	16	\$59,217	\$66,814	\$71,993
14E	17	\$59,217	\$66,814	\$71,993
14F	18	\$59,217	\$66,814	\$71,993
15A	19	\$60,771	\$68,885	\$74,065
15B	20	\$60,771	\$68,885	\$74,065
15C	21	\$60,771	\$68,885	\$74,065
15D	22	\$60,771	\$68,885	\$74,065
15E	23	\$60,771	\$68,885	\$74,065
16	24	\$62,325	\$70,957	\$76,136

6.07 Supplemental Contracts

6.071 Voluntary Acceptance of Supplemental Contracts

Interviews for supplemental contracts will first be granted to members of the bargaining unit. All qualified applicants that are members of the bargaining unit will be given serious consideration for the open position. The acceptance of a supplemental contract shall be a voluntary determination of the employee to whom it is offered.

6.072 Payment of Supplemental Contracts

The payment of supplemental contracts shall be in a lump sum upon completion of the supplemental assignment or divided equally into twenty-four (24) pays at the option of the employee.

The payment of athletic supplemental contracts board approved after June 30, 2020 shall be in a lump sum upon completion of the supplemental assignment.

6.073 Supplemental Salary Schedule

The Supplemental Salary Schedule containing the listing of supplemental positions with salaries calculated on a percentage of the base salary schedule is maintained in Appendix D.

6.074 Renewal of Supplemental Contracts

Except as stipulated in Section 6.18 J. of the Agreement (Employment of Retired Boardman Teachers), any member of the Employee Unit holding a supplemental contract that is not non-renewed by the Board prior to June 1 shall automatically have their supplemental contract renewed for the subsequent school year.

6.08 Severance Pay

6.081 Entitlement to Severance Pay

Any professional certificated/licensed employee leaving the Boardman School District who has fifteen (15) or more years of service with the Boardman School District shall be entitled to receive severance pay in an amount equal to one fourth (1/4) of his/her accumulated sick leave days times his/her per diem rate of pay on the last day of service with the Board. The maximum benefit paid under this provision shall be seventy (70) days.

6.082 IRA 401 (a) Plan/403(b) Plan

- A. Notwithstanding anything in this Agreement or Board Policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Sections 457(b) of the Internal Revenue code (the “IRC”), certain retiring employees shall have their severance pay mandatorily paid into an annuity contract with Equitable that is designed to meet the tax-qualification requirements of the IRC Section 457(b) hereinafter referred to as the “Deferred Compensation Plan”. The provisions of this Agreement are effective for all employees whose effective retirement date is after the effective date of this Agreement.
- B. The terms of the 457(b) Plan shall include the following:
1. Participation in the 457(b) Plan shall be mandatory for any member who meets both of the following requirements:
 - a. the member’s last day of employment qualifies the individual for a severance payment.
 - b. the member is entitled to \$1,000 or more severance pay.
 2. If a retiring member is a participant in the 457(b), an employer contribution shall be made on his or her behalf under the 457(b) Plan in an amount equal to the lesser of:
 - a. the total amount of the participant’s severance pay, or
 - b. the maximum contribution amount allowable under the terms of the 457(b) Plan including applicable catch-up provisions

To the extent that an employee’s severance pay exceeds the maximum amount allowable under the 457(b) Plan, in the calendar year of payment, the excess amount shall be payable to an approved 403(b) Plan or the excess shall be paid to the member in cash.

3. If a Participant is entitled to have a contribution paid to the Equitable 457(b) Plan and dies prior to such contribution being paid to the Equitable 457(b) Plan, the contribution shall be paid to Equitable 457(b) plan and then paid to Beneficiary of the employee in accordance with the terms of the provider contract; provided, however, that if the Participant does not have an established 457(b) at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased teacher.

- C. If an employee is entitled to a severance payment, the employee's severance pay shall be payable to the Equitable 457(b) Plan by a date selected by the Treasurer that is not later than 2-1/2 months after the last day of the employee's employment.

Now, therefore, subject to the applicable federal income tax law, the BEA and the Board further mutually agree that any such election may be made only if the following requirements are made:

1. The member's election is made prior to:
 - a. in regard to deferrals to a Section 457 Plan, the first day of the calendar month in which the payment will be made to the employee.
 - b. in regard to deferrals to a TSA, the date of payment, or
2. The amount to be deferred under a Section 457 Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law. The amount to be deferred to a TSA for any calendar year shall not exceed the contribution limitations that apply under IRC Sections 402(g) and 415, or other applicable federal tax law.
3. The Treasurer shall have authority to establish rules relating to the elective deferral of severance pay as shall be necessary to assure compliance with the applicable federal income tax law.

If an employee is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

- D. All contributions to the 403(b) Plan, all deferrals to a TSA or Section 457 Plan, and all cash payment to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or Section 457 Plan, or cash payments made to member.

6.083 Death Benefit

Severance pay benefits for eligible certificated/licensed employees who die while on active pay status or on a leave of absence per this Negotiated Agreement shall be paid to the member's life insurance beneficiary.

6.09 Employee Insurances

6.091 Board-Provided Insurance Coverage

- A. The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits provided through a self-insured plan including health, dental, vision and life insurance.
- B. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 742 of the Ohio Revised Code.
- C. Section 125 – Tax Shelter Tax sheltering of the individual’s contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and the Association President.
- D. Medical Information Personal information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law.

The Board’s and the employee’s share for each of these coverages is set forth in Section

6.092 Continuation of Coverage

- A. The Board shall permit all members of the Employee Unit who have been granted unpaid leaves of absence to remain in the employee insurance group for all medical and dental coverage’s provided by the District at the employee's expense for the duration of said unpaid leave, subject to requirements and limitations of the insurance carrier.
- B. Insurance coverage for members of the Employee Unit who have been granted paid leaves of absence shall continue to be provided at the Board's expense.

6.093 Employees Less Than Full Time

Employees under contract working less than a full school day shall be eligible for all insurances. The Board shall pay premiums equal to the percentage of time worked in the required seven and one-half hour day.

6.094 Dependent Definition

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

6.095 Duration of Coverage

Members of the Employee unit with an effective resignation date after the last day of their contract, may request to remain in the employee insurance group until July 15.

6.10 Medical Insurance Coverage

- A. The Board of Education allocation for district employee health insurance coverage (medical, dental, and vision) is set at the cost of \$6,400,000 for 2017-18, \$6,530,000 for 2018-19, and \$6,660,000 for 2019-20. Health insurance costs above the allocated amount will be offset by increased employee contributions and/or plan design change as determined the Boardman Local Schools Health Insurance Committee as defined in Section C.
- B. The employee portion of the Premium Sharing for medical/prescriptions will be 10% plus any additional contributions needed to satisfy the conditions described in 6.11(A).

In the event the Board receives a "premium holiday" for the cost of the medical/prescription coverage for a month, the employee shall also receive a "premium holiday" from his/her cost of the premium sharing for that month.

In the event a member of the Employee Unit is married to another employee in the school district and both are receiving medical/prescription coverage from the Board, only one (1) of them will be required to pay the monthly premium sharing identified above.

C. Boardman Local Schools Health Insurance Committee:

1. An ongoing Boardman Local Schools Health Insurance Committee (BLSHIC), whose membership shall be comprised of representatives from employee organizations representing employees of the Board, as well as representatives of the Board and its administrators, shall be formed. The responsibility of the BLSHIC shall be to annually review the Board's health care coverage's and employee contributions toward coverage for all Board employees. At a minimum, the BLSHIC shall annually review insurance costs, employee premium sharing, coverage options, program additions or modifications to the current plan design, and the option of remaining self-insured or submitting a Request For Proposal (RFP) on the open market. The goal of the BLSHIC is to annually produce a final recommendation to the Board of Education that offers eligible Boardman Local School employees a quality and cost effective package of health insurance coverage at or under the board allocated amount as set forth in section 6.11 section A.
2. The BLSHIC shall annually be comprised of nine (9) voting members, three (3) representing BEA as selected by the BEA President, three (3) representing OAPSE, and three (3) representing the Board. Each of the above referenced groups may have a reasonable number (determined by the committee) of non-voting representatives attend meetings of the BLSHIC.
3. Regular minutes of all meetings of the BLSHIC shall be kept and shared with all voting members. A draft of the minutes will be circulated to members after each meeting, and they shall be reviewed, revised, and approved at the subsequent meeting. Members of the BLSHIC shall not receive additional compensation for their work on the Committee. The BLSHIC shall meet as needed to complete their responsibilities.
4. The Board, at their expense, shall retain the services of an insurance consultant to assist the BLSHIC with gathering and analyzing data related to utilization of the Board's coverage's, to provide a cost analysis of options under consideration by the BLSHIC, to prepare a RFP and analyze any responses to said RFP if directed by the BLSHIC to do so, and any other function deemed necessary by the BLSHIC.
5. All decisions of the Committee shall be achieved by consensus (i.e. all voting members agreeing on the decision or at a minimum indicating that they can live with the decision).

6. The proportion of BEA, OAPSE, and Administration representation on the committee shall be reviewed by the standing members on a yearly basis. The standing committee has the power to adjust by consensus the proportion of any member group.

6.11 Term Life and Accidental Death and Dismemberment Insurance

6.111 Board-Provided Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage for each member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

6.112 Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

If, as of July 1, 2006, any employee had purchased additional coverage in excess of \$20,000, the employee shall maintain the amount purchased.

6.12 Employment of Retired Boardman Teachers

Members of the Association, upon retirement shall be granted the following during the life of this agreement:

- A. Retired teachers re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement, except as otherwise set forth herein.

- B. Shall be granted in increments of one (1) year limited contracts to current employees who notify the Board of their intent to retire after the acceptance date of this agreement. The retirement must be effective June 30th.

Retirees shall be eligible for a maximum of three (3) consecutive (1) year limited contracts.

- C. A “retired” teacher eligible to receive health insurance benefits through STRS and who is re-employed by the Board will be eligible for medical benefits through the Boardman Schools. Retired-rehired employees shall be offered medical benefits on the District’s plans (medical, dental and vision) with the employee’s premium sharing based on the rates paid by Association members. Retire-rehire employees are NOT eligible for premium holiday.
- D. A retiree shall be paid at the first year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
- E. Seniority for Boardman teachers returning to employment with the Board after retirement will be zero (0) upon such re-employment and any subsequent re-employment for all provisions of the Agreement. In the event the District needs to implement a Reduction in Force (RIF), those teachers re-employed under this provision, shall, by areas of certification/licensure, be subject to a RIF before other members of the Employee Unit. Teachers re-employed under this provision shall accrue seniority exclusively within the retire-rehire program. In the event two (2) re-employed teachers, in the same area of certification/licensure, share the same seniority date within the program, they shall participate in a coin toss as described in Section 5.184 of the Agreement, or, if more than two (2) re-employed teachers are tied, they shall participate in a drawing of lots, in the presence of the Superintendent and a representative designated by the Association President.
- F. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.

- G. There will be no severance pay available for retired teachers employed by the Board, however, such teachers will accrue sick leave at a rate of 1 1/4 days per months worked. Sick leave will accumulate from year to year for retired re-employed teachers.
- H. Re-employed teachers will be awarded one (1) year limited contracts of employment (per section B. of this provision) that will automatically expire at the end of the applicable school year (June 30) without notice of non-renewal. This transition from a one (1) year limited contract to the next one (1) year limited contract does not create a vacancy. With a satisfactory recommendation from the Superintendent, those eligible will receive additional one (1) year limited contract(s) that will be implemented concurrently on July 1. No performance evaluations shall be required. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11, 3319.111, 3319.112 and 3319.113 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.
- I. Upon the expiration of the three (3) year period of re-employment provided in Section 6.18 B. of the Agreement and in the event the District is unable to hire a qualified teacher in the licensed area of need, the Board may, at its' sole discretion, grant a teacher additional one (1) year limited contract(s) under the terms and conditions set forth herein.
- J. Any teacher intending to be re-employed under this Section of the Agreement, shall at the time of submitting his/her resignation for the purpose of retiring into STRS shall also resign from any supplemental contract he/she holds under the Agreement. The resulting vacancy for the supplemental contract shall be posted to all members of the Employee Unit with the understanding that re-employed teachers are eligible for supplemental contracts. Employees who were hired as a retire-rehire prior to July 1, 2006, are exempt from this section.
- K. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.
- L. During the periods of re-employment, the retiree makes contributions to STRS. These contributions are used to fund an additional annuity benefit. These contributions plus employer contributions and interest, determine the annuity amount that will be paid as a benefit. The retiree may collect this annuity at age 65 or upon termination of employment, whichever is later.

M. The provisions of this agreement are applicable only to Boardman teachers, who accept this option as an early retirement incentive. The acceptance of this option does not create a vacancy.

ARTICLE VII EFFECTS OF THE CONTRACT

7.01 Severability

7.011 Statutory Compliance

It is understood that this Agreement is subject to and shall operate within the framework of the statutes of the State of Ohio.

7.012 If any provisions or application of a provision of this Agreement to any individual member or group of members of the Bargaining Unit shall be found contrary to law by a court or jurisdiction, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

7.013 Renegotiation of Invalid Provision

Any provision, in whole or in part, or application of a provision of this Agreement found contrary to law within a period of time that does not exceed fifty percent (50%) of the negotiated duration of this Agreement in accordance with Section 7.07 shall be renegotiated by the parties within ten (10) days after said finding is rendered.

7.014 Deletion of Invalid Provision

Any provision, in whole or in part, of this Agreement found contrary to law after fifty percent (50%) of the negotiated duration of this Agreement has elapsed shall be deleted from the Agreement and shall not be subject to negotiation until the expiration of the Agreement as established in Section 7.07.

7.02 Conflicts

7.021 Integrity of Agreement

It is understood that teachers shall continue to serve under the direction of the Superintendent and in accordance with the Board and Administration policies, rules, and regulations, including those set forth in the School Board handbook, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

7.022 Effects of Agreement

This Agreement shall constitute Board policy for the term of said Agreement, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.

7.03 Reprisals

There shall be no reprisal of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.

7.04 Amendment

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

7.05 Legal Rights

Nothing in this Agreement shall deny any employee rights or privileges that are granted to said employees by the Ohio Revised Code or any other statute or law.

7.06 Duplication and Distribution

7.061 Distribution of Revisions or Amendments

Any subsequent revisions or amendments of this Negotiated Agreement shall be printed in its entirety and distributed to all members of the Employee Unit.

7.062 Cost of Preparation and Printing

The Board shall bear the expense of preparing the final draft and the printing of the Negotiated Agreement. The Association shall be provided up to 100 copies of the Agreement.

7.07 Duration

This Agreement shall remain in force and effect from **June 30, 2020 to June 30, 2023**. If tenure is changed by law in the State of Ohio, negotiations will be opened for the purpose of discussing job security.

The parties to this contract, signed this date, November 16, 2020, as witnessed below.

FOR THE ASSOCIATION

William Amundson

President

OEA/NEA LRC

D. W. S.

Negotiator

[Signature]

Negotiator

FOR THE BOARD OF EDUCATION

President

[Signature]

Chief Negotiator

[Signature]

Negotiator

Nicholas Ciarniello

Negotiator

Appendix A

STANDARDS-BASED TEACHER EVALUATION

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

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

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Boardman Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board and represented by the Boardman Education Association (BEA).

Given the dynamic nature of the mandated teacher evaluation process, the Board recognizes the Evaluation Review Committee (ERC) as well as Student Learning Objective Committee (SLO), with continuing participation by District teachers represented by the Boardman Education Association, and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

DEFINITIONS

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

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

of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

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

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

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

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee, in consultation with the Evaluation Review Committee, to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. District administrators shall serve as these credentialed evaluators.

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

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

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

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

"Evaluation Instruments" – refers to the forms used by the teacher’s evaluator.

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

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

"Student Growth" – for the purpose of the district’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objectives" ("SLOs") – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

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

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

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

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

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

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

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

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

Frameworks for Teacher Evaluation will be guided by ORC 3319.112 and ORC 3319.114 and Ohio Department of Education regulations with input from the ERC Committee.

Assessment of Teacher Performance

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

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

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

1. The Formal Observation Procedure described herein; and
2. A series of Informal Observation/Classroom Walkthroughs.

Evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on two (2) formal observations of at least 30 minutes each and periodic classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for renewal/nonrenewal based on performance shall receive three (3) formal observations of at least 30 minutes unless the Superintendent and/or designee waives the third observation.
- A teacher who has been granted a continuing contract by the board of education and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every third school year as long as the teacher’s student growth measure for the most recent school year for which data is available is average or higher.
- A teacher who receives a rating of “Skilled” on his/her most recent evaluation shall be evaluated every other school year as long as the teacher’s student growth measure for the most recent school year for which data is available is average or higher.

Evaluations will be completed by May 1st and each teacher will be provided upon request a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

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

Formal Observation Procedure

- A. A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. There shall be a minimum of (5) school days between formal non-continuous observations one and two. If a third observation is necessary, there shall at least (25) school days between observation

number 2 and observation number 3 to foster improvement.

- B. Unless mutually agreed upon, teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence or a day following a teacher sick day.
- C. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. Each observation will be announced unless there is mutual agreement upon between evaluator and the employee. The pre-conference shall be at a mutually agreed upon time prior to the observation. There will be at least 72 hour notice prior to each pre-conference. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form.
- D. A post-observation conference shall be held after each formal observation. The post conference will be held within 5 workdays (exclusive of teacher/administration absences) after the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan, afford the teacher the opportunity to provide additional evidence of performance, and discuss professional development opportunities.

Informal Observation/Classroom Walkthrough Procedure

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

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

A walkthrough shall consist of at least 3 consecutive minutes, but not more than 10 consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the designated form. Feedback from walkthroughs may be done electronically within 24 hours of the observation. The teacher and or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Assessment of Student Growth.

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

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

- A1: Teachers instructing in value-added subjects exclusively ; ¹
- A2: Teachers instructing in value-added courses, but not exclusively ; or ²
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- B2: Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available. ³

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

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

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

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with the ERC.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

District Approved Assessments

Assessments used within SLO's will be District approved in conjunction with the Evaluation Review Committee (ERC) as well as the SLO Committee. These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the test should cover key subject/grade-level content standards.
- No items on the test should cover standards that the course does not address.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.

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

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

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board, and all affected staff shall be trained on utilization and other considerations by September 30th. Any student who is enrolled into the course no later than the end of the fourth (4) week of school will be included in the SLO.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO by the end of the sixth (6) week of the school year.

1. The SLO Committee shall review all submitted SLOs by by the end of the tenth (10) week of the school year.
2. Any SLO that is rejected by the SLO Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by the end of the twelfth (12) week of the school year with five (5) days for the resubmittal of the corrected SLO.

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

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

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

The District may use shared attribution SGM scores as determined in consultation with the ERC.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall be mutually agreed upon by the individual teachers in the job sharing arrangement and the building principal.

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

Teachers who are employed in an alternative setting rather than as a classroom teacher for more than 50% of the school day will be evaluated using the OTES teacher performance rubric only and not using student growth measures.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

[INSERT MATRIX}

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

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

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

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

Professional Growth Plans and Professional Improvement Plans

There will be three categories of Growth or Improvement plans:

1. Teachers rated accomplished or who have above expected student growth will develop their growth plan independently and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than the first full week of that school year. The professional growth plan shall include the following components:
 - Identification of area(s) for future professional growth;
 - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice.
 - Outcomes that will enable the teacher to increase student learning and achievement.
2. Teachers who meet Expected levels of student growth or attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than the end of the first full week of that school year.

The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice; and
- Outcomes that will enable the teacher to increase student learning and achievement.
- A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

3. Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the District's Board-approved list. Improvement plans for the next school year shall be developed not later than the end of first full week of that school year. The improvement plan shall include the following components:
 - An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
 - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
 - A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
 - A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).
 - A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement in effect between the Board and the Boardman Education Association (BEA).

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

Compliance with Ohio Revised Code

The Boardman Local School District and the Boardman Education Association will abide by all changes in law that affect and change the provisions of this policy.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58,
3333.0411 A.C. 3301-35-03(A)

68

PERSONAL LEAVE FORM
Boardman Local School District
7410 Market Street
Boardman, Ohio 44512

Certified Personnel

REQUEST FOR PERSONAL LEAVE THAT EXTENDS A HOLIDAY OR RECESS

Personal leave will be granted for responsibilities that cannot be assumed when school is not in session. Personal leave cannot be used for recreation, vacation, for calamity make up days or other employment. All requests for personal leave that extend a holiday or recess must be submitted with an explanation of the reason.

Today's Date _____ Date(s) Requested _____

This personal leave is for responsibilities that I cannot assume when school is not in session.

Employee's Signature _____

Building Assignment _____

The above leave is approved/disapproved.

Date: _____ Superintendent _____

SUPPLEMENTAL SALARY SCHEDULE

Boardman Local School District

BOARDMAN HIGH SCHOOL

Department Chairperson

1. ARCD***	2.5%
2. Art	10%
3. Business, Careers & Technology	10%
4. English	14%
5. Foreign Language*	10%
6. Guidance	10%
7. Health & Phys. Ed.	10%
8. Industrial Arts	10%
9. Mathematics	14%
10. Music	10%
11. Science	14%
12. Social Studies	14%
13. Special Education	14%

Extended Duties

1. Band Director	28%
2. Band Assistant (2)	14%
3. Band Assistant	10%
4. Bugle Advisor	8%
5. Bugle Business Manager	6%
6. Choral Music Director	12%
7. Crier Advisor	7%
8. Crier Business Manager	6%
9. Crier Photograph Advisor	5%
10. Dramatics Director	14%
11. Drama Business Manager	6%
12. Orchestra Director	16%
13. Orchestra Assistant	12%
14. Orchestra Assistant	10%
15. Pep Band	4%
16. Speech Director	14%
17. Speech Assistant (2)	4%
18. Stage Crew Advisor	7%
19. Technology Support	8%

Clubs and Class Responsibilities

1. Al Sebastian Med. Careers Club	3%
2. Art Club Advisor	3%
3. Booster Club Advisors (2)	3%
4. Chess Club Advisor	3%
5. Computer Club Advisor	3%
6. Council for Exceptional Children Adv.	4%
7. Envirothon	3%
8. French Club Advisor	3%
9. Humanities Club	3%
10. Industrial Arts Club Advisor	3%
11. Interact Club Advisor	3%
12. Italian Club Advisor	3%
13. Junior Class Advisor	4%
14. Junior Class Asst. Advisor	3%
15. Key Club Advisor	3%
16. Latin Club Advisor	3%
17. Math Club Advisor	3%
18. National Honor Society	3%
19. Ocean Bowl	3%
20. Photo Arts Club Advisor	4%
21. Quiz Bowl Team Advisor	4%
22. SADD Club Advisor	3%
23. Science Club Advisor	3%
24. Senior Class Advisor	4%
25. Social Studies Club Advisor	3%
26. Spanish Club Advisor	3%
27. Student Council Advisor	10%
28. Varsity Wrestlette Advisor	3%

Boys Athletic Positions

1. Baseball Head Coach	18%
2. Baseball Assistants (2)	10%
3. Baseball Freshman Coach	7%
4. Basketball Head Coach	24%
5. Basketball Assistants (3)	14%
6. Bowling Coach	12%
7. Cross Country Coach	14%
8. Football Head Coach	24%
9. Football Assistants (8)	14%

10. Golf Coach	12%
11. Lacrosse Head Coach	12%
12. Lacrosse Assistant	10%
13. Soccer Head Coach	18%
14. Soccer Assistant	10%
15. Soccer Assistant	7%
16. Tennis Coach	12%
17. Track Head Coach	18%
18. Track Assistants (3)	10%
19. Wrestling Head Coach	18%
20. Wrestling Assistants (2)	10%

BOARDMAN HIGH SCHOOL - Continued

Boys and Girls Athletic Positions

1. Swim Head Coach	18%
2. Swim Assistant (2)	10%
3. Swim Assistant Diving	5%

Girls Athletic Positions

1. Basketball Head Coach	24%
2. Basketball Assistants (3)	14%
3. Bowling Coach	12%
4. Cheerleading Head Coach	14%
5. Cheerleading Asst. (Reserves)	10%
6. Cheerleading Asst. (Freshmen)	7%
7. Cross Country Coach	14%
8. Golf Coach	12%
9. Lacrosse Head Coach	12%
10. Lacrosse Assistant	10%
11. Soccer Head Coach	18%
12. Soccer Assistant	10%
13. Soccer Assistant	7%
14. Softball Head Coach	18%
15. Softball Assistant (2)	10%
16. Softball Freshman Coach	7%
17. Tennis Coach	12%
18. Track Head Coach	18%
19. Track Assistant (3)	10%
20. Volleyball Head Coach	18%
21. Volleyball Assistant Coach (2)	10%

Athletic Department Positions

1. Assistant Athletic Director	15%
2. Athletic Dept Assistants (3)	
Fall	5%
Winter	5%
Spring	5%
3. Athletic Trainer (2)	24%
4. Open Gymnasium Supervisors (3)	5%
5. Weight Program Supervisors (3)	5%

GLENWOOD JUNIOR HIGH SCHOOL

Boys Athletic Positions

1. Basketball Grade 7 Maroon	12%
2. Basketball Grade 7 White	12%
3. Basketball Grade 8 Maroon	12%
4. Basketball Grade 8 White	12%
5. Cross Country	10%
6. Football Head Coach Grade 8	12%
7. Football Assistant Grade 8 (2)	9%
8. Football Head Coach Grade 7	12%
9. Football Assistant Grade 7 (2)	9%
10. Track Head Coach	10%
11. Track Assistant (3)	8%
12. Wrestling Coach	10%
13. Wrestling Assistant (2)	8%

Girls Athletic Positions

1. Volleyball Grade 7 Maroon	10%
2. Volleyball Grade 7 White	10%
3. Volleyball Grade 8 Maroon	10%
4. Volleyball Grade 8 White	10%
5. Basketball Grade 7 Maroon	12%
6. Basketball Grade 7 White	12%
7. Basketball Grade 8 Maroon	12%
8. Basketball Grade 8 White	12%
9. Cheerleader Advisor Maroon	12%
10. Cheerleader Advisor White	12%
11. Cross Country Coach	10%

- | | |
|-------------------------|-----|
| 12. Track Head Coach | 10% |
| 13. Track Assistant (3) | 8% |

Junior High Athletic Department Positions

- | | |
|----------------------|-----|
| Athletic Coordinator | 24% |
|----------------------|-----|

Instructional Coordinators

- | | |
|-------------------|-----|
| 1. Language Arts | 14% |
| 2. Math | 14% |
| 3. Social Studies | 14% |
| 4. Science | 14% |

Extended Duties

- | | |
|-------------------------------|------|
| 1. ARCD*** | 2.5% |
| 2. Academic Team Advisor** | 2.5% |
| 3. BGJH TV | 5% |
| 4. Dramatics Director | 3% |
| 5. Saturday Rec Advisors (2) | 3% |
| 6. School Publication Advisor | 4% |
| 7. Student Council Advisor | 4% |
| 8. Technology Support | 8% |

CENTER INTERMEDIATE SCHOOL

Instructional Coordinators

- | | |
|-------------------|-----|
| 1. Language Arts | 14% |
| 2. Math | 14% |
| 3. Social Studies | 14% |
| 4. Science | 14% |

Extended Duties

- | | |
|-------------------------------|------|
| 1. ARCD*** | 2.5% |
| 2. Academic Team Advisor** | 2.5% |
| 3. BCIS TV | 5% |
| 4. Dramatics Director | 3% |
| 5. Saturday Rec Advisors (2) | 3% |
| 6. School Publication Advisor | 4% |
| 7. Student Council Advisor | 4% |
| 8. Technology Support | 8% |

ELEMENTARY SCHOOLS

1. ARCD***	2.5%
2. Curriculum Coordinator (4) Language Arts	7%
3. Curriculum Coordinator (4) Math, Science Social Studies	7%
4. Technology Support (4)	8%

DISTRICT

1. Lead Mentor	8%
2. Resident Educator Year 1 Mentor	4%
3. Resident Educator Year 2 Mentor	2%
4. Resident Educator Year 3 Mentor (if service not provided by ESC)	1%
5. New Teacher Mentor	2%

* Members of the Employee Unit holding this supplemental contract at the conclusion of the 2013-2014 school year shall be grandfathered at the 2013-14 percentage for as long as they hold this supplemental contract.

** Academic Team Advisors coach students in various academic competitions. Coaching is done outside the normal school day. Voluntary tutoring of students before or after school is not considered a part of Academic Team Advisors. The number of supplemental contracts granted for Academic Team Advisors may vary from year to year, as determined by the Director of Instruction. It would not be unusual for a teacher to “pilot” an academic team for a school year prior to a contract being offered for the following school year.

*** Additional Responsibilities in Curriculum Development (A.R.C.D.) - The Board and the Association agree that a teacher’s primary responsibility is the effort put forth in the classroom. They further agree that teachers may be asked to assume additional responsibilities beyond the classroom to help maintain the academic excellence in Boardman Schools. Such responsibilities may include, but not be limited to, curriculum development, textbook evaluation, etc. Temporary additional responsibilities are those that require time beyond the normal school day. The number of supplemental contracts offered may vary from year to year. The Director of Instruction will determine what areas are to be developed with the principal’s approval.