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## **MASTER AGREEMENT**

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between the

**BUCKEYE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**BUCKEYE LOCAL EDUCATION ASSOCIATION**

**Effective July 1, 2020, through June 30, 2023**

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## **PREAMBLE**

This contract is made and entered into by and between the Buckeye Local School District Board of Education (hereinafter referred to as the “Board”) and the Buckeye Local Education Association (hereinafter referred to as the “Association”) sets forth all agreements that have been entered into by and between the parties and constitutes a binding, contractual agreement between the parties.

Any and all past agreements between the parties are to be considered null and void upon execution of this contract.

## **ARTICLE I** **RECOGNITION AND NEGOTIATION PROCEDURES**

### **1.01 Recognition**

The Board shall recognize the Association as the sole and exclusive collective bargaining representative for the bargaining unit composed of all regularly employed full-time and part-time classroom teachers, guidance counselors, librarians, specialists (i.e., physical education, art, music, special education and vocational education teachers), speech and hearing therapists, and tutors. The Superintendent, Assistant Superintendent, principals, assistant principals, athletic director, psychologists, other supervisory personnel, aides, casual substitutes,<sup>1</sup> lay employees,<sup>2</sup> and other administrative positions defined in Chapter 4117 of the Ohio Revised Code shall be excluded from the bargaining unit.

### **1.11 Special and General Education Tutors**

Special and general education tutors shall be subject to the contract except as follows:

- A. Special and general education tutors shall be employed under a one (1) year limited contract.
- B. As used in this Article, "tutor" means a unit member under contract with the Board employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate/license.

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<sup>1</sup> A casual substitute is defined as a teacher who is employed to fill a temporary vacancy created by the absence of a unit member or members for a period of less than sixty (60) work days in any one school year in the same position.

A substitute who is employed to fill a temporary vacancy that is known or becomes known to be for long duration (at least sixty (60) consecutive days in one position and who works at least fifteen (15) consecutive days in that position) shall not be considered a casual substitute from the time of such knowledge.

<sup>2</sup> Lay employees excluded from the unit shall be those individuals who are employed specifically and only to fill positions on the supplemental salary schedule for which no qualified regularly employed member of the bargaining unit could be found. For purposes of this section, qualified shall mean that the individual has proper certification, if required, is available at the time the activity is scheduled, and possesses appropriate knowledge of the area of the supplemental contract.

**C. Seniority**

Tutor seniority and teacher seniority shall be treated separately but shall follow the same guidelines as stipulated in Article VII, Reduction in Force, subject to the following:

1. Continuity of service shall not be considered interrupted for the unit member whose employment includes successive years as a tutor and/or teacher. Example: A unit member who has been employed for five (5) consecutive years (three (3) as a teacher and two (2) as a tutor) shall have three (3) years of seniority as a teacher and two (2) years as a tutor.
2. A unit member having seniority as a teacher and as a tutor and whose contract is suspended, shall be placed on the recall list and shall have recall rights to a teacher or tutor position in accordance with his/her seniority in that position.
3. A unit member whose teaching contract is suspended and who holds proper certification/licensure as a tutor shall have recall rights to a tutor position providing no other unit member on the recall list has seniority as a tutor. If a teacher and tutor position are vacant, the unit member on the recall list shall have the right to choose between the two positions.
4. A unit member who has seniority as a full-time teacher and who accepts a recall to a tutor position shall retain his/her position on the recall list as a teacher.
5. A unit member who has seniority as a tutor and who accepts a recall to a teacher position shall retain his/her position on the recall list as a tutor.

**D. Compensation**

Tutors in their 1<sup>st</sup> through 5<sup>th</sup> year of employment shall be compensated by multiplying the zero step of the salary schedule lane for which they are qualified by the following percentages:

- 1st Year - 85%
- 2nd Year - 90%
- 3rd Year - 95%
- 4th Year - 100%
- 5th Year - Step 1 of the appropriate salary schedule

Tutors in their 6<sup>th</sup> through 10<sup>th</sup> year of employment shall be compensated by multiplying the 5<sup>th</sup> step of the salary schedule lane for which they are qualified by the following percentages.

- 6<sup>th</sup> Year – 85%
- 7<sup>th</sup> Year – 90%



8<sup>th</sup> Year – 95%  
9<sup>th</sup> Year – 100%  
10<sup>th</sup> Year – 100%

Tutors shall work the regular teacher work year and workday.

In addition to regular hours worked, tutors shall be paid for additional time worked as assigned by the building principal. Whenever work is to be done other than at the tutor's regular work site, he/she shall have the approval of the principal. Prior to such out-of-building work, the tutor and principal shall determine how much time it will take to complete the work. The tutor will complete any forms required by the Treasurer for payment.

To be eligible for 2<sup>nd</sup> – 10<sup>th</sup> year percentages, the tutor must have continuous service as stated in Article VII, 7.05, and under this section 1.011.

**E. Transfers**

Tutors shall have transfer rights as stated in Article VI, but such transfers shall only be from one tutor position to another tutor position. Teachers shall not be transferred to tutor positions.

**F. Re-employment as a Teacher**

Tutors who wish to be considered for a teacher position shall have the right to apply in the same manner as others seeking a teacher position.

**G. Class Size**

The number of students in the charge of a tutor shall be no more than allowed by the specific grant, which may in part or in total fund the tutorial program, and by State/Federal guidelines.

**H. Substituting**

Tutors may be used as substitutes only in accordance with Article III, 3.03.

**I. Continuing / Multi-Year Contracts**

For the purpose of employment by the Board, tutors shall not be eligible for continuing or multi-year contract status.

**J. Reduction in Force**

Tutors will be subject to the reduction in force provisions of this Agreement except that the employment contracts of tutors may be suspended due to reduction in funding for the specific program to which the tutor is assigned.

**K. Insurance and Leaves of Absence**

Tutors shall be eligible, under this Agreement, to the fractional part of insurance provisions and leave provisions as their less than full time status bears to full time employment.

**1.12 Long Term Substitutes**

The employment of substitute teachers who become unit members under the provisions of Article I, Recognition, shall automatically terminate upon the return to duty of the unit member whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. Such termination is automatic, without the need for any further notice or action by the Board. The provisions in this Agreement relating to non-renewal do not apply to such substitute teachers. The provisions of Ohio Revised Code 3319.11 do not apply to such substitute teachers.

Notwithstanding language to the contrary in the third paragraph of Ohio Revised Code 3319.10, an individual may be employed under a long term substitute contract for up to two successive one (1) year contracts.<sup>3</sup>

Seniority shall not be accrued for service as a long term substitute teacher.

The effectiveness of this section is predicated upon such substitute teacher having agreed to such terms as evidenced by his/her signature on the form for such purpose. (Appendix M)

**1.13 Hiring of Retired Buckeye Teachers**

Any teacher, who has at least five (5) years of service in the Buckeye Local School District and who is interested in retiring and being re-employed in the District, shall apply to the Superintendent by March 1<sup>st</sup> and must receive his/her first retirement check from the State Teachers Retirement System (STRS) by July 1<sup>st</sup>. The teacher shall provide a copy of his/her most current STRS service statement with the application. The Superintendent shall notify the teacher by April 15<sup>th</sup> whether his/her application has been approved, and the term of the teacher's employment will be determined by a mutual contractual agreement entered into between the teacher and the Board. The term of the contract shall be for one (1) year under a limited contract which will expire automatically without further action by the Board or recourse by the employee. A retiree will not be eligible for a continuing contract. No posting of the position shall be required under Article VI, Section 6.021 of the Agreement if the teacher is re-employed in the same position that he/she held prior to his/her retirement. The starting date of all retired Buckeye teachers will be after August 31<sup>st</sup>. Any retired Buckeye teachers, who are rehired by the Board, shall not acquire or accumulate seniority upon re-employment following retirement.

<sup>3</sup> The third paragraph of Ohio Revised Code 3319.10 states: "A teacher employed as a substitute for one hundred twenty days or more during a school year and reemployed for or assigned to a specific teaching position for the succeeding year shall receive a contract as a regular teacher if the substitute meets the local educational requirements for the employment of regular teachers."

Any retired Buckeye Local School District teacher employed by the Board shall be subject to all of the provisions of this Agreement except as follows:

- A. To be eligible for employment, the teacher must have accepted severance pay, and eliminated his/her sick leave upon retirement from the Buckeye Local School District.
- B. A retired Buckeye Local School District teacher may not displace a current bargaining unit member.
- C. A retired Buckeye Local School District teacher shall be placed at Step 5 of the salary schedule and at the level commensurate with his/her level of education, provided that he/she has ten or more years of previous service.
- D. A retired Buckeye Local School District teacher shall be subject to the evaluation procedure set forth in Article XII of the Agreement. However, a retired Buckeye Local School District teacher has no right to an evaluation as a precondition to the automatic expiration of his/her limited contract.
- E. A retired Buckeye Local School District teacher shall accumulate and may use sick leave in accordance with Article V, Section 5.01 of the Agreement, but is not entitled to severance pay/Retirement Incentive Payment under Article III, Section 3.04 of the Agreement. A retired Buckeye Local School District teacher shall not carry over sick leave from year-to-year, and will start each year of employment with zero accumulation. However, a retired Buckeye Local School District teacher may request an advancement of five (5) days of sick leave, which shall be reimbursed by the time of the retired teacher's separation from employment. A retired Buckeye Local School District teacher shall not be eligible to participate in the Catastrophic Sick Leave Bank.
- F. The Board and the Association expressly intend this section of the Agreement to supersede the provisions of O.R.C. 3317.13, 3317.14, 3319.11, 3319.111, 3319.141, 3319.17, and all other applicable laws that are in conflict with the provisions of this section, to the extent permitted under law.

## **1.02 Requests for Negotiations**

- A. If either party desires to open negotiations it shall notify the other party in writing not later than the second Tuesday in February of the school year in which the contract expires. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.
- B. Within twenty (20) days after receipt of such notice, an initial meeting will be held at which both parties will submit in writing their proposals, and thereafter additional items shall not be submitted by either party unless the other party consents thereto.

- C. Proposals shall be in form and detail to specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.

### **1.03 Negotiation Meetings**

- A. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.<sup>4</sup>
- B. Meetings shall not be scheduled during school hours, unless approved by the Board and the Association, and shall be at reasonable intervals, places and times, and shall avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
- C. Negotiation meetings shall be closed to the press and the public.
- D. Either party may recess for caucuses of reasonable length at any time.
- E. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both sides shall thereupon agree to the time for the next negotiating session.

### **1.04 Representation**

Representation at negotiation meetings shall be limited to a maximum of five (5) representatives of the Board and a maximum of five (5) representatives of the Association. In addition, each team may have up to two (2) observers at each meeting.

### **1.05 Information**

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it.

### **1.06 News Release**

Periodic progress reports may be issued during negotiations to the public provided any such news release shall have the prior approval of both parties.

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<sup>4</sup> If either party desires to use the Interest Based Bargaining process (IBB), they shall notify the other party in accordance with the time line of Section 1.02 A. If the other party agrees, they shall notify the Federal Mediation and Conciliation Service requesting the service of a facilitator. The procedures of FMCS and ground Rules agreed to as part of the IBB process shall be used in place of the procedures of Article I.

### **1.07 Agreement**

- A. Agreement reached on negotiations items shall be reduced to writing and initialed by a representative of each party as tentative agreements.
- B. All tentative agreements reached through negotiations shall be reduced to writing and submitted as one package to the Association by its representatives for approval. Upon approval by the Association, these tentative agreements shall be submitted to the Board by the Superintendent for approval. If approved by both parties, these tentative agreements and items of the current contract not submitted by the parties for negotiations shall become the final agreement and constitute the new Master Agreement.
- C. Each negotiating team which signs a tentative agreement shall recommend such item for adoption by its respective party.

### **1.08 Impasse**

If agreement is not reached within sixty (60) days after commencement of negotiations, either party may declare a bargaining impasse whereupon the parties shall, within ten (10) days, jointly request the services of a mediator from the Federal Mediation and Conciliation Service.

### **1.09 Definition of Days**

Throughout this Article, "days" means calendar days.

### **1.10 Exclusivity of Procedure**

The negotiation procedures set forth in this Article supersede and take precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as described in Section 1.08 of this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted and failed, the collective bargaining agreement has expired, and the Association has given the Board and the State Employment Relations Board a ten (10) day prior written notice of an intent to strike.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **2.01 Definitions**

- A. A grievance is a claim by a unit member or the Association that there has been a violation, misinterpretation or misapplication of a provision(s) of this Agreement.
- B. The term "grievant" shall include all unit members represented by the Association and/or the Association.
- C. "Party in interest" shall mean the person or persons making the claim, including his/her designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.
- D. "Communication." All communications, except at the informal level, shall be in writing, hand-delivered, and receipted or delivered by certified mail. If delivered by certified mail, time limits at the various steps shall be in addition to the time it takes for the mail to be posted and received.
- E. Days shall be calendar days unless otherwise specified.

## **2.02 Purpose**

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances. All parties agree that proceedings shall be kept as confidential as is appropriate and legally permissible.

## **2.03 Rights of the Grievant**

- A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association or by an attorney of the grievant's choice and expense.
- B. The Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step.
- C. The fact that a unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the principal of a school and affects a group or class of unit members or is concerned with a system-wide policy, it may be submitted at Step II described below.

## **2.04 Time Limits**

- A. The number of days indicated at each step is considered a maximum except as provided below. The time limits specified may, however, be extended by written agreement of the parties in interest.
- B. If the grievant or his/her representative fails to observe time limits established herein, the grievance shall be settled in accordance with the immediate prior decision of management, and such settlement shall be final and binding on the Board, the Association, and the grievant. If the administrator fails to meet the time limits established in Levels I or II of this procedure, the grievance shall automatically advance to the next step. Settlements of a grievance at any step of this procedure shall be final and binding on the Board, the Association, and the grievant. However, upon mutual agreement, the parties may agree to extend the time limits set forth herein.
- C. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardships to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## **2.05 Grievance Procedure**

### **A. Informal Procedures**

If a unit member believes there is a basis for a grievance, s/he shall first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally. The unit member has the right to be accompanied and/or represented by an Association representative. Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board and if the representative of the Association approves.

### **B. Step I – Immediate Supervisor**

If the grievance is not resolved within seven (7) days of such informal meeting, or if the grievant has elected not to use the informal procedure, s/he may present his/her formal claim by submitting a completed Grievance Report Form A (Appendix A) in triplicate. Copies of this Form showing the date of the occurrence, a statement of the nature of the grievance and provisions of the collective bargaining agreement allegedly violated, and the relief sought shall be submitted by the grievant to the Association building representative and to the immediate supervisor. The written grievance must be filed within thirty (30) school days after the grievant knew or reasonably should have known of the event or condition upon which the grievance is based. Within seven (7) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or the Association representative in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance within three (3) school days on Grievance Report Form B (Appendix B). The

Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

**C. Step II – Superintendent**

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant and/or the Association shall appeal the decision to the Superintendent within seven (7) days of receiving the Step I decision. The Superintendent shall conduct a meeting with the grievant and/or the Association within seven (7) days of receiving the notice of appeal. The Superintendent will then issue his/her decision in writing by completing Grievance Report Form B (Appendix B) and forwarding it to the grievant within seven (7) days of the meeting. The Association and the immediate supervisor shall be notified by the Superintendent in writing of said disposition.

**D. Step III – Arbitration**

If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant and/or the Association may appeal such disposition to arbitration by submitting a demand for arbitration to the Federal Mediation and Conciliation Service, with a copy to the Treasurer, within twenty (20) days of receipt of the written disposition of the grievance by the Superintendent.

Upon filing the demand for arbitration, the grievant shall request the Federal Mediation and Conciliation Service to provide a list of arbitrators. The arbitrator shall be chosen from the list provided by the alternate strike method, flipping a coin to determine who strikes first.

**E. Authority of the Arbitrator**

The arbitrator shall have no power to add to, subtract from, modify, change or alter any of the provisions of this Agreement and shall expressly confine him/herself to the precise issue(s) submitted.

Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or occurrence will be consolidated for arbitration. If the parties cannot agree on consolidation, the first arbitrator selected will decide the issue of consolidation before hearing any of the case.

F. The fees and expenses of the arbitrator shall be shared equally by the Board and the grievant. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

G. The Board shall not be required to pay back wages for more than two (2) contractual years from the date of the filing of the grievance except in the case of the unit member, upon initial employment, being paid at the wrong rate.



1. All claims for back wages shall be limited to the amount of wages that the teacher would otherwise have earned, less other earned income, less unemployment and/or workers' or disability compensation that he/she may have received during the period of back pay except when the claim is wrong placement at time of most recent employment.
2. No decision in any one case shall require a retroactive wage adjustment in any other case except when a case involves others who are similarly situated.

**H. Election of Remedies**

Whenever state or federal law provides a means of challenging a Board action, inaction or decision (for example, a contract non-renewal or contract termination), a unit member who is seeking the reversal of such action or decision may utilize either the grievance procedure or legal remedies outside this Agreement, but not both. Such election may be made after the matter has been filed as a grievance, but must be made at least thirty (30) days prior to any arbitration hearing scheduled pursuant to the provisions of this Article. The commencement of any legal remedies from outside this Agreement shall be deemed a waiver of all rights under the grievance procedure.

**ARTICLE III**  
**COMPENSATION**

**3.01 Salaries**

- A. The salaries of all persons covered by this contract are set forth in Appendix C which is attached hereto and made a part hereof.
1. Increases on the base salary will be 2.0% for each of the three years of this Contract with the initial increase effective July 1 of each year.
  2. Effective with year 2 of the contract (school year 2021-2022), annual longevity stipends will be paid only for teachers with a Masters and above (MA, MA +15, MA+30) in steps 21-35 as follows:
    - Steps 21-25 \$750 stipend;
    - Steps 26-30 \$1125 stipend; and
    - Steps 31-35 \$1500 stipend

The stipends will be paid to teachers still employed by the District on the 1st payroll after the last teacher workday
- B. Members of the unit shall be properly placed on the salary schedule using all of their years of teaching credit provided for in Section 3.02 below.
- C. Advancements on the salary schedule, by reason of additional degrees or credit

hours earned, shall become effective as of the September 30th or January 30th next following filing, by the unit member, of an official transcript or grade report of the additional degree or credit hours earned with the Treasurer. Courses accepted for advancement on the salary schedule must be earned in the teaching field of the individual, from a college or department of education, or in the area of guidance or administration. Unit members who enroll in college course work outside of their area(s) of certification/licensure, a college or department of education or the area of guidance or administration must obtain the prior approval of the Course Approval Committee if they wish to obtain credit on the salary schedule. The Course Approval Committee shall consist of three (3) unit

members appointed by the Association President and two (2) administrators appointed by the Superintendent. Action of the Course Approval Committee shall be by majority vote of the entire Committee. The Committee shall follow the guidelines to be developed by agreement between the Superintendent and Association President.

- D. Credit hours earned by the member to move from one salary column to another must be earned after completion of the degree from which movement is sought and must be confirmed by the unit member's transcript or by letter from the institution from which the credit hours were earned. To gain recognition of hours beyond the BA Degree in education to change columns, all such hours must be taken after the quarter/semester the unit member completed all requirements necessary to receive the BA Degree in education. To gain recognition of hours beyond the Master's Degree to change columns, all such hours must be taken after the quarter/semester the unit member completed all requirements necessary to receive the Master's Degree.
- E. Unit members shall be paid in twenty-four (24) equal bi-monthly installments on the 10<sup>th</sup> and 25<sup>th</sup> of the month, starting in the 21-22 school year and forward. All legally required deductions shall be made from each unit member's paycheck.
- F. In the event a unit member's contract is terminated by the Board or if the unit member resigns upon request by the Board at any time, the total sum due the unit member shall be paid at the next scheduled pay day following the last day of service by the unit member.
- G. In the event a unit member's contract is terminated by the unit member other than by resignation at the request of the Board or not renewed by either party at the end of the school year, the unit member shall choose to receive salary due in one lump sum at the next scheduled pay day following the last day of service or to receive the salary due on regular pay dates until such salary due has been paid.
- H. Participation of unit members in extra-curricular activities will be strictly voluntary and they will be compensated for all such participation in accordance with the provisions of Appendix D of this contract.

### **3.02 Placement on the Salary Schedule**

- A. The Board agrees to hire into the unit only persons holding a valid provisional teaching certificate/license, or higher, issued by the Ohio Department of Education for every regular teaching assignment.
- B. Unit members with previous teaching experience in the Buckeye Local School District shall, upon returning to the District, receive full credit on the salary schedule (Appendix C) for all Buckeye teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps or VISTA work. Unit members hired in retirement will be paid in accordance with Article 1.013.
- C. Substitute teachers, except casual substitutes, who are employed by and work for, and/or are on approved leave of absence by, the Board for at least one hundred twenty (120) days of at least three and one-half (3 ½) clock hours each in any one (1) school year shall be credited with one (1) year of service.
- D. Tutors who are employed by and work for, and/or are on approved leave of absence by, the Board for at least one hundred twenty (120) days in any one (1) school year shall be credited with one (1) year of service.

### **3.03 Substituting**

If a unit member accepts the responsibilities of another during the unit member's planning time, such unit member shall be paid at the hourly rate of \$25.00. The minimum payment shall be for one hour.

Unit members shall receive pay for such work on the regular unit pay day following the end of the pay period in which the work was done.

A unit member who requires the use of a period substitute is expected to reciprocate when asked to substitute for another unit member.

### **3.04 Severance Pay**

- A. All unit members with at least five (5) years of continuous service in this District who retire as per STRS requirements from active service in the District will, upon filing of the proper applications with the Treasurer, be granted severance pay. Notification of retirement must be made in writing to the Superintendent sixty (60) days prior to retirement.
- B. Severance pay will be based upon the daily rate of pay as determined from the individual's basic contract, exclusive of all supplemental contracts and allowances in effect at the time of retirement.
- C. One quarter (1/4) of all accumulated sick leave days, up to a maximum number of 360 sick leave days, will be used in calculations of severance pay.

Continuous service shall not be breached by casual absence, Board approved leaves of absence, nor time on the reduction-in-force list.

- D. Disability retirement does not make a unit member eligible for severance pay until his/her status is changed to regular service retirement as per STRS.
- E. Payment of such amounts will be made through a Section 403(b) Plan which shall be in lieu of payment of such amounts directly to the retiring employee; and no retiring employee shall have the option of receiving payment of such amounts directly in cash. The Insurance Committee shall be involved in the selection of the vendor for the Section 403(b) Plan but shall not have any other input.
- F. All contributions to the Section 403(b) Plan, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.
- G. The unit member shall receive severance pay in one lump sum during the second payroll of January immediately following receipt of his/her first retirement check from STRS.
- H. If a unit member who is eligible for service retirement has given notice to the Board of his/her intent to retire, and has applied to STRS for service retirement but dies before receiving his/her first STRS retirement check or the severance payment, the severance payment to which s/he would otherwise be entitled under this section shall be made to his/her beneficiary as named on his/her term life insurance policy with the District.

### **3.05 Car Allowance**

Unit members who are required to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day will be reimbursed for all such travel at the IRS non-taxable rate. The rate that is in effect on September 1st of the school year shall be the rate for the entire school year.

### **3.06 Perfect Attendance Incentive Payments**

Members who use no sick leave, bereavement leave or personal leave during the following months shall be compensated as outlined below:

August	\$30
September, October and November	\$60 each month
December	\$30
January, February, March and April	\$60 each month
May	\$120

All members shall receive a notice in May of their record of attendance and the incentive they are eligible to receive. Each member shall schedule a face-to-face meeting with his/her principal to get the Principal's signature. The Principal shall be responsible for

submitting the form to the Treasurer's office for payment. Failure to meet face-to-face with the Principal prior to or during check-out shall cause the member to forfeit any incentive for which he/she is eligible.

Payment of the attendance incentive shall be made to eligible members in the second (2<sup>nd</sup>) pay in June.

Any month in which a teacher instructs for ten (10) or more work days via asynchronous instruction results in that month being ineligible for the attendance incentive payment.

### **3.07 Curriculum Rate of Pay**

Teachers, including home instructors, may be eligible for "Curriculum Pay" for work performed outside of school hours in limited circumstances. A "Curriculum Rate of Pay" for work performed outside of school hours shall be set to \$25 an hour but it is understood that such pay will not exceed \$2,500 or 100 total hours for the entire district in a given school year. Further, any work to be performed and compensated through the Curriculum Rate of Pay structure must be done with the prior approval of the Superintendent. To receive Curriculum Pay, teachers must submit a timesheet to the Curriculum Director within one (1) week of completion of the work. For training provided on a non-summer work day, teachers will be provided with timesheets at the end of training, which must be returned immediately. For home instructors, mileage will be compensated per Board Administrative Guidelines 2412 at the current IRS rate and pay for home instructors will not be included in the annual district allotment of \$2,500.

## **ARTICLE IV INSURANCE PROVISIONS**

### **4.01 Insurance Coverage**

Unit members employed less than full time shall be eligible for the insurance coverage and provisions listed in Sections 4.02, 4.03, 4.04 and 4.05 with the Board paying the fractional part of the above premiums proportional to the fractional part of the work day for which the contract is issued. Members working thirty (30) hours or more per week will be considered full time, for insurance purposes, and thirty-five (35) hours per week will be used as a basis for calculating contributions by employees working less than thirty (30) hours per week. An annual open enrollment will be held to provide an opportunity for members to enroll.

### **4.02 Hospitalization / Surgical / Major Medical**

- A. The Board shall provide comprehensive major medical insurance coverage for each unit member employed full-time, and his/her family, which meets or exceeds the specifications set forth in Appendix U. For year 1 of the Contract (2020-2021 school year), the specifications and payment levels set forth in the 2017-2020 Contract shall apply. Changes to the specifications and payment levels shall be effective with year 2 of the Contract (2021-2022 school year).

- B. A unit member who experiences a qualifying life event may change his/her coverage subject to COBRA regulations.
  - 1. The summary of benefits and coverage for all medical plans are outlined in Appendix U.

**4.03 Prescription Drug Purchasing Plan**

The Board shall provide prescription drug insurance for each unit member. Each unit member shall receive a prescription drug insurance card (if not included with Medical coverage).

If the unit member purchases prescription drugs from a pharmacy, which is a member of the pharmacy group, the unit member shall pay to the pharmacy, at the time of purchase, as described in Appendix U.

Prescriptions for oral contraceptives shall be paid as outlined under the Affordable Care Act.

**4.04 Dental Insurance**

- A. The Board shall provide family dental insurance protection for each member of the unit, which is equal to, or exceed the specifications below.

**B. Specifications:**

- 1. Maximum Benefits per person
 

Class I, II, and/or III	\$2,500 per year
Class IV	\$850.00 per person lifetime
- 2. Deductible:
 

Individual	\$25.00 per calendar year
Family	\$75.00 per calendar year
- 3. Benefits Paid
  - a. Class I:
 

Preventive & Diagnostic:	No deductible 100% of the usual, customary and reasonable charges
Routine Oral Exams:	One (1) every six (6) months
Fluoride Treatments:	One (1) every twelve (12) months
Emergency Paid Treatments	
Space Maintainers	
Diagnostic X-Rays	
Tests & Lab Exams	

- b. Class II: Basic  
 Restorative: 80% of the usual, customary and reasonable charges
- Fillings: Amalgams, Silicate, Acrylic  
 Root Canal Therapy  
 Treatment of Gum Disease  
 Repair of Bridgework & Dentures  
 Extractions & Oral Surgery  
 General Anesthesia Only if Medically Necessary
- c. Class III: Major  
 Restorative: 60% of the usual, customary and reasonable charges
- Inlays, Onlays, Gold Fillings or Crown Restorations  
 Initial Installation of Fixed Bridgework  
 Installation of Partial or Full, Removable Dentures  
 Replacement of Existing Bridgework or Dentures
- d. Class IV: Orthodontia: 60% of the usual customary charges with a lifetime maximum benefit of \$1,200.00 per person
- Full Banded Orthodontic Treatment  
 Appliances for Tooth Guidance  
 Appliances for Control Harmful Habits  
 Retention Appliance  
 Not in connection with full banded treatment.

#### **4.05 Vision Insurance**

The Board shall provide vision insurance for all unit members and members of his/her immediate family as follows:

Benefit	Member Doctor	Non-Member Doctor
Examination	100%	Up To \$40.00
Single Vision Lenses	100%	Up To \$30.00
Bifocal Lenses	100%	Up To \$50.00
Trifocal Lenses	100%	Up To \$70.00
Lenticular Lenses	100%	Up To \$70.00
Frame	Up to \$150	Up To \$105.00

Contact Lenses, Evaluation And Fitting

Necessary	100%	Up To \$210.00
Elective	Up To \$150.00	Up To \$150.00

A total of \$20.00 co-pay applies to all materials.

#### **4.06 Term Life Insurance**

- A. The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance plus an equal amount of accidental death and dismemberment coverage for each unit member in the amount of fifty thousand dollars (\$50,000).
- B. The Board shall allow individual unit members to purchase additional amounts of coverage through payroll deduction, provided the number of unit members electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- C. Unit members have the option to convert the existing term amount to an individual plan thirty-one (31) days after termination of employment (for any reason) from the Buckeye Local Schools at their then attained age with "no medical exam."

#### **4.07 Board / Employee Costs**

The Board shall pay the cost of medical (PPO), dental, prescription, vision and life insurance premiums for full time employees in accordance with the following schedule:

Fiscal Year	Single	Family
<b><u>2020-23</u></b>	83.5%	81%

#### **4.08 Procedure for Change in Carrier(s)**

The Board of Education reserves the right to place the hospital, surgical, major medical, dental and life insurance plans up for bid, in an attempt to lower costs, under the following conditions:

- A. Representatives of the Association shall have the right and adequate time to investigate any carrier being considered by the Board and the right to raise questions and/or concerns regarding a prospective carrier.
- B. Should a new carrier be selected by the Board to provide the hospital, surgical, major medical, dental and/or life insurance coverage, there shall be no diminution of coverage, benefits and/or service levels as a result of the change of carrier.
- C. The Association President shall be provided and updated with all documents pertaining to insurance coverage provided by the Board under this Article.



**4.09 If the Spouse of a Unit Member has Employer Paid Insurance Available**

If a unit member's spouse is employed outside the District and has any type of medical or hospitalization insurance available to him/her, which is paid by his/her employer, such spouse shall be required to accept coverage for him/herself under that insurance. Failure to do so shall result in the Board paying the premium for only single coverage for the unit member. This requirement does not apply to any spouse who is required to pay more than \$350 effective July 1, 2016 per month for single coverage through their employer or public retirement system's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount.

Upon the spouse's required next open enrollment, in any such employer (or public retirement plan) sponsored group insurance coverage as set forth above, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, annually, a written coordination of benefits questionnaire (Appendix "H").

**4.10 Insurance Committee**

An Insurance Committee shall be formed, consisting of three (3) members appointed by the Association, three members appointed by the OAPSE union, and three (3) members appointed by the Board. This Committee may meet on a quarterly basis to jointly study and review the existing insurance programs, particularly with regard to whether appropriate insurance coverage for unit members may be provided in a more cost-effective manner. Deliberations of the Insurance Committee shall not constitute negotiations, but the Committee shall have the authority to make recommendations to both the Board and the Association. The insurance committee shall screen requests for services not covered by the insurance plan.

**4.11 IRS 125 Plan**

The Board provides an IRS Section 125 plan in accordance with IRS mandated rules and regulations.

**ARTICLE V  
LEAVE PROVISIONS**

**5.01 Sick Leave**

- A. Each unit member shall be allowed to accumulate an unlimited number of sick leave days for the life of the Agreement.

Unit members shall receive notification of the accumulated unused sick leave on each paycheck.

- B. Unit members employed less than full-time shall have sick leave credited and deducted at a proportionate rate based on their less than full-time employment as set forth in their contract of employment as such employment bears to full-time employment.
- C. First year unit members and unit members who have exhausted their sick leave accumulation shall be advanced sick leave days in accordance with O.R.C. 3319.141 (five [5] days), which is to be deducted from future accumulation of sick leave days.
- D. Sick leave with pay may be used for the following reasons:
  - 1. For absence of the unit member due to personal illness, pregnancy, injury, preventative health maintenance,<sup>5</sup> or exposure to contagious disease which could be communicated to others; and
  - 2. For absence of the unit member due to illness, injury, or death to a member of the immediate family. The unit member must state the family relationship on the Certificate of Absence form. (i.e. son-in-law, brother, etc.)
 

Immediate family shall be defined as: spouse, mother, father, grandmother, grandfather, grandchild, any of these of the unit member's spouse; sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law,<sup>6</sup> legal guardian, foster or step parents; and anyone who clearly stands in the same relationship with the unit member as any of those specified in this definition.
  - 3. For absence of the unit member due to illness of other persons, upon the prior approval of the Superintendent.
- E. The Association and the Board encourage all unit members to schedule, whenever possible, routine medical and dental appointments outside the work-day.
- F. Sick leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the unit member's assigned workday.
- G. After ten (10) consecutive days of sick leave usage, an explanation will be required from the unit member upon request by the District. Misuse of sick leave and/or the filing of a false sick leave request is subject to the disciplinary procedures of this Agreement. Inadvertent errors made in the filing a sick leave form shall not result in disciplinary action, the first time.

### **5.011 Catastrophic Sick Leave Bank**

#### **1. Purpose**

The purpose of the Catastrophic Sick Leave Bank is to assure a bargaining unit member that he/she will be covered for an additional thirty (30) days of sick leave

after his/her sick days have been exhausted due to catastrophic medical circumstances.

2. **Eligibility**

Use of the Catastrophic Sick Leave Bank is open to any bargaining unit member.

3. **Use of Time Bank**

- A. In the event that a bargaining unit member experiences a catastrophic illness or injury and exhausts his/her sick leave, he/she or a representative, may petition in writing to the Catastrophic Sick Leave Bank Committee his/her request to borrow from the bank. The request shall state the reason for the need to receive sick leave from the bank and the number of days needed.
- B. The Catastrophic Sick Leave Bank Committee shall have a hearing to determine the eligibility of the individual applying for the program. The Committee shall have the authority to approve or disapprove the request. The decision of the Committee is final and binding.
- C. The Committee shall require the member to provide medical evidence of the condition for which he/she is seeking bank days.
- D. Any member drawing time from the Catastrophic Sick Leave Bank may be required by the Committee to periodically furnish them with additional information or physician's statements during the time the member is off.
- E. The length of time available to any one member through the Catastrophic Sick Leave Bank is thirty (30) days during the fiscal year – July 1 through June 30-to a maximum of 60 days per contract.
- F. Additional qualifications may be imposed by agreement of the BLEA and the Board of Education.
- G. The employee will cover insurance when family leave runs out (maximum 12 weeks per year as specified by Federal Law).

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<sup>5</sup> Preventative health maintenance shall mean those visits to a licensed medical provider to prevent illness or disease.

<sup>6</sup> "Grandchild," "Sister-in-Law," "Daughter-in-Law," and "Son-in-Law" have been added to the definition of immediate family. They are in effect for the duration of this contract. Upon expiration of this contract, they will cease to be included as part of the immediate family. If they are to be included subsequent to the expiration of this contract, it will be by mutual agreement of the Board of Education and the BLEA. The reason for this is to allow the district to assess the effect of it on the usage of sick leave. To facilitate this assessment, sick leave usage under the expanded definition of immediate family will be tracked.

4. **Donations to the Sick Leave Bank**

- A. The number of sick leave days that any individual can deposit in the bank for each request shall be 10 days. The maximum number of days that can be deposited in the bank for any request shall not exceed the number of days requested.
- B. Those making deposits in the Catastrophic Sick Leave Bank shall, at the time of deposit, have his/her sick leave accumulation reduced by the number of days deposited.
- C. If the request is approved and accepted, the need for sick leave deposits shall be announced, and the deposit form shall be distributed to all bargaining unit members. Those wishing to deposit sick days in the Bank shall complete the authorization form and return it to the Committee who shall record the days and give a copy to the District's Treasurer.

5. **Catastrophic Sick Leave Bank Administration**

- A. The Catastrophic Sick Leave Bank shall be maintained and administered by a Catastrophic Sick Leave Bank Committee and the Administration.
- B. The Committee to determine the eligibility of the individual applying to the program shall include the following:
  - 1. One (1) member appointed by the BLEA President
  - 2. The BLEA President or his/her designee
  - 3. Two (2) representatives from the Administration, appointed by the Superintendent
  - 4. The Building Rep of the affected employee

An approval or denial requires a majority vote.

- C. The Catastrophic Sick Leave Committee shall keep the following records:
  - 1. Signed forms showing the names of the individuals requesting days from the Bank, the number of days requested, the reason for the request, and evidence of need.
  - 2. Copies of letters of acceptance or rejection
  - 3. Signed forms showing the names of those who contributed to the Bank, the date on which contribution forms were received and the number of days contributed.

4. Forms showing the number of contributed days used and the individuals from whose accumulated sick leave days were taken.
5. A unit member who receives time from the Catastrophic Sick Leave Bank is expected to reciprocate when asked to contribute for another member.
6. The BLEA agrees to indemnify and hold harmless the Board of Education against any and all claims by unit members, their families or representative that there has been an illegal or improper application of the Catastrophic Sick Leave Bank. The defense against such claims and resolution thereof shall be the responsibility of BLEA.

**D. Catastrophic Sick Leave Guidelines**

A catastrophic illness is a serious health condition that requires extensive medical care and/or hospitalization. This type of illness usually imposes a significant financial burden on the patient and/or his/her medical insurance provider. Examples of catastrophic illness include, but are not limited to, coma, various cancers, stroke, and debilitating heart conditions. A medical condition falls into the category of catastrophic illness if it prevents the individual from working, functioning normally, and meeting his/her financial responsibilities.

Not Covered – includes, but is not limited to: pregnancies – routine colds – sinus infections – viral infections – rehabilitation treatment for alcohol or drug abuse – elective surgeries.

**5.02 Personal Leave**

Each full-time unit member shall be entitled to three (3) days per year of paid personal leave, which shall be unrestricted as to use.<sup>7</sup> These days of absence shall not be deducted from any other leave. Each less than full-time unit member will be allowed a proportional number of personal leave days per year without loss of pay. Personal leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the unit member's assigned work day.

The unit member shall inform his/her building principal or immediate supervisor of his/her intention to use a personal leave day or days at least five (5) school days before taking such leave, except in emergencies. Applications for personal leave will not be accepted sooner than twenty (20) school days before the intended leave, with the exception that if the leave is for an event which is beyond the control of the unit member, s/he may apply for leave without restriction. In the case of an emergency, the unit member shall notify the building principal or immediate supervisor at the earliest possible time so that a substitute may be secured.

Personal leave shall not be used before or after a holiday or break, during the first or last weeks of school, or anytime during the first or last month of school ~~August or June~~, and

for no more than two (2) consecutive days. If the scheduling of business or affairs for which personal leave is taken is not within the control of the unit member, these restrictions shall not apply.

No more than forty (40) personal leave days system-wide may be taken in the same month, except that during the month of December, no more than twenty (20) personal leave days system-wide may be taken, and during the month of May, no more than twenty-five (25) personal leave days system-wide may be taken. Such leave shall be on a first come, first serve basis. Exceptions may be made at the discretion of the Superintendent.

The Superintendent may request a unit member to cancel his/her scheduled personal leave if no substitute is available to cover the unit member's classes. A unit member who voluntarily relinquishes his/her scheduled personal leave day under such circumstances may take personal leave at a later date without restriction concerning the maximum number of system-wide personal leave days.

Any unused personal leave days shall be credited to the unit member's sick leave balance at the conclusion of each school year.

### **Unpaid Personal Leave**

Each unit member shall be entitled to no more than five (5) days of leave without pay upon approval of the Superintendent or designee. Unit members may not take in excess of a total of five paid and/or unpaid personal leave days in a given semester. The same terms and conditions that apply to paid personal leave shall apply to unpaid personal leave. Unpaid personal leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the unit member's assigned work day. Unpaid leaves of longer duration shall be in accordance with Section 5.09. The Superintendent's or designee's decision is not subject to the grievance procedure.

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<sup>7</sup> The Board recommends that personal leave should only be used to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day.

### **5.03 Assault Leave**

Assault leave will be granted to a unit member who is absent due to a physical disability resulting from an assault by any person, which occurs while the unit member is acting within the scope of his/her assigned duties. When assault leave is granted, the unit member will be maintained on full pay status and the leave will not be charged against earned or earnable sick leave.

- A. Assault leave may be granted up to one hundred and eighty four (184) school days. Additional days may also be granted at the discretion of the Superintendent who may request an examination by a physician of the Board's choice.
- B. The unit member is required to make a formal application on prescribed forms requesting assault leave.
  - 1. The unit member is required to make a formal application on the assault leave form (Appendix F) requesting assault leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties.
  - 2. The application must also include medical certification from a licensed physician stating the nature of the disability and its duration. The Superintendent may request additional information from the unit member to substantiate the need for and duration of the leave.
  - 3. Both 1. and 2. must be on file before approval of the leave is given by the Superintendent.
  - 4. The application must be filed with the Superintendent within fifteen (15) school days of the alleged assault.
  - 5. The fifteen (15) day requirement in 4. may be extended by the Superintendent.
  - 6. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.
- C. The Superintendent shall approve or disapprove the assault leave request in writing on the application form. A copy shall be forwarded to the applicant.
- D. Upon approval of the leave, all charges against sick leave or statements of unexcused absence shall be removed.
- E. In cases where assault does not result in a physical disability, the assault leave privileges cited above may be granted.
- F. In cases of rape or attempted rape on school property, at a school function or by school related personnel, assault leave shall be granted.

- G. A unit member receiving assault leave agrees to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker, as well as agrees to file charges with the appropriate authorities. In any case, the unit member acting in a personal capacity has the right to take whatever legal action desired.
- H. The unit member has the right to file for Workers' Compensation.

#### **5.04 Sabbatical Leave**

- A. Upon presentation to the Superintendent of a plan for professional growth, sabbatical leave may be granted by the Board to a unit member for a period not longer than one (1) school year pursuant to Section 3319.131 of the Ohio Revised Code.
- B. A unit member on sabbatical leave may receive part pay as defined by Section 3319.131.
- C. Requests for sabbatical leave must be received by the Superintendent, in writing, not later than April 15<sup>th</sup> of the school year preceding the school year for which the sabbatical leave is requested. The Superintendent shall act on all such requests by April 30<sup>th</sup>.
- D. The period of sabbatical leave shall be counted as teaching experience in making salary adjustments if, at the conclusion of such leave, the unit member provides satisfactory evidence that the plan has been followed and completed.
- E. A unit member who completes a plan for professional growth under this Article shall, upon return to the District, be reinstated to the same position held prior to the leave or, if such position is no longer available, to a substantially equivalent position for which valid certification/license is held.
- F. A unit member given leave under this section may be required to return to the District at the end of such leave for a period of one (1) year, or repay the full amount of pay received from the Board for said leave.

#### **5.05 Jury/Hearing Leave**

Any unit member serving on jury duty or who is subpoenaed to attend a hearing shall be compensated by the Board at his/her regular rate of pay for each day of such service. The Board shall not be required to grant such pay to a unit member who is an adverse party to a suit against the Board except in an unfair labor practice charge under the provisions of O.R.C. 4117.

#### **5.06 Maternity / Adoption / Child Care Leave**

- A. **Maternity Leave**



1. A pregnant unit member shall be granted, upon written request, unpaid maternity leave. The effective dates of such leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of the leave.
2. A pregnant unit member may use, upon written request, some or all accumulated sick leave while pregnant and up to six (6) weeks after termination of the pregnancy. Maternity leave will terminate six (6) weeks from the date of delivery unless the unit member is ill or incapacitated in which case she may elect to continue on sick leave.
3. Upon return to service following maternity leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days equals at least one hundred twenty (120) days.
4. A unit member on maternity leave shall be maintained at Board expense on all insurance programs during the time the unit member is also on sick leave. The unit member on unpaid maternity leave shall be maintained on all insurances for which she makes a written request and advance monthly payments of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due dates.

**B. Adoption Leave**

1. Any unit member shall be granted, upon written request, leave for the purpose of receiving an adopted child providing s/he is the adoptive parent.
2. Adoption leave shall be for up to four (4) weeks without pay. By the end of the third week of leave, the unit member must notify the Superintendent of his/her intent regarding child care leave.
3. Request for adoption leave shall be made to the Superintendent in writing as far in advance as possible of the expected arrival date.
4. Upon return to service following adoption leave, the unit member shall resume the position and employment status held at the time the leave began. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and professional leave days totals one hundred twenty (120) days.

5. The unit member on adoption leave shall be maintained on all insurances for which s/he makes a written request and advance monthly payments of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due dates.

**C. Child Care Leave**

1. Any unit member shall be granted, upon written request, unpaid leave for child-rearing for a child up to 12-years old for up to one (1) year, which may be extended for up to a total of two (2) years. The unit member's leave shall end with the last scheduled work day for teachers (the 184th day) in the year that leave ends, unless s/he makes a mutual agreement with the Superintendent to end the leave at another time (i.e. at the beginning of a grading period).

Subsequent to the one (1) or two (2) years of leave, the unit member must return to work for at least one school year before being eligible for another childcare leave.

2. The unit member shall notify the Superintendent in writing at least thirty (30) days in advance of the beginning date of the leave. Those desiring to take extended leave as per C. 1. above shall make the request at least thirty (30) days in advance. In emergency situations, the thirty (30) days shall be shortened per Superintendent's approval.
3. Upon return to service following child care leave, the unit member shall resume the position and employment status held at the time the leave began. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days and used professional leave days totals at least one hundred twenty (120) days.
4. The unit member on child-care leave shall be maintained on all insurances for which a written request and advance monthly payments are made to the Treasurer. The Treasurer shall inform the unit member of the premium due dates.

- D. A substitute employed to fill the position of a unit member on maternity, adoption or child care leave shall be asked, at the time of employment, to sign a statement of understanding and waiver that his/her services will no longer be required nor retained once the absent unit member returns from leave. (Appendix M)

**5.07 Association Business Leave**

Members of the Association who are delegates or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers or the AFL-CIO, shall be granted a total of twelve (12) days leave, with full pay, to attend such

functions. However, the Association shall reimburse the Board for the full cost of substitutes for those members in excess of the first six (6) who are absent for this purpose. The Board will not be responsible for the cost of food, lodging, transportation or any fees connected with the meetings.

#### **5.08 Military Leave**

A unit member who is a member of the Ohio organized militia, or other reserve components of the armed forces of the United States, including the Ohio national guard, shall be granted, pursuant to O.R.C. 5923.05, leave of absence without loss of pay for such time as the unit member is performing service in the uniformed services for periods not to exceed twenty-five (25) school days in any calendar year.

#### **5.09 General Leave**

Any unit member requesting General Leave must submit the request on a form provided by the Board, which shall include the proposed starting date of the leave along with the unit member's estimated return to work date from the leave. The Board may, upon request of a unit member, grant an unpaid leave of absence for up to one (1) year which may be renewed not to exceed two (2) years in total for education, professional or other purpose and shall grant such leave for medical reasons. The unit member's leave for educational, professional or other purpose shall end with the last scheduled work day for teachers (the 184th day) in the year that leave ends, unless s/he makes a mutual agreement with the Superintendent to end the leave at the beginning of a grading period; and at the beginning of a grading period if the leave was for medical reasons, unless he/she makes a mutual agreement with the Superintendent to end the leave at some other time. The unit member on general leave shall be maintained on all insurances for which s/he makes a written request and advance payment of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due date.

A substitute employed to fill the position of a unit member on leave shall be asked at the time of employment to sign a statement of understanding and waiver that his/her services will no longer be required nor retained once the absent unit member returns from leave. (Appendix M)

Upon return to service following general leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Agreement.

#### **5.10 Professional Meetings**

Both the Board and the Association recognize the desirability for unit members to develop and maintain a program of professional growth. Unit members who wish, as part of their professional growth, to attend workshops, conferences, or other professional programs in their area(s) of certification/licensure, but not any such program for which credit hours are earned, shall make a request for approval to attend such meeting. The request is to be made to the building principal by submitting the professional meeting

request form. The administrator shall authorize unit members to attend based on the date of the request, availability of funds, the need for an individual's development, and/or the development of the school's curriculum. However, no unit member shall be given approval more than once so long as there is another unit member whose application for such attendance has not yet been approved. The unit member may change the request for attendance at any time. A unit member who attends such meeting shall receive regular salary and the Board shall reimburse him/her for fees, meals, lodging and transportation based on a procedure developed between the principal and staff of each building which shall be consistent with the availability of funds.

### **5.11 School Closures**

When school is canceled due to adverse weather conditions, law enforcement emergencies, damage to a school building, utility failure, inoperability of school buses or other equipment needed for school operations, or students and staff are otherwise ordered by the District Superintendent not to report for instruction (collectively “calamity days”), unit members shall not be required to be in attendance, but shall be paid for such days as though they had actually worked. When school is cancelled due to a calamity day, students who are enrolled in the Virtual Learning Academy also get a calamity day. When the number of hours missed due to a calamity day exceeds the equivalent of five (5) school days, remote learning shall occur with the Superintendent providing advance notice for transition to remote learning, with such remote learning to be asynchronous. When make up days are needed, unit members and students are required to work/attend on scheduled make-up days in order to complete a legal school year, but unit members shall not be eligible for additional compensation for working on the make-up days.

Calamity days do not include days that school buildings are closed to students by local (including county or Board of Health), state or Federal order due to an epidemic, pandemic or similar reasons. On days that school buildings are closed to students by local (including county or Board of Health), state or Federal order due to an epidemic, pandemic or similar reasons, remote instruction shall occur and shall be delivered according to the District’s Return to School Plan or other applicable District remote learning plan.

While the intended make-up days shall appear on the school calendar, the Board retains the right to change the make-up days with the approval of the Association.

### **5.12 Family and Medical Leave**

Unit members shall be entitled to leave as provided in the Family and Medical Leave Act and its associated regulations. For purposes of this section, a twelve (12) month period is defined as the twelve (12) month period measured forward from the date a unit member’s first Family and Medical Leave begins (i.e., the leave year is specific to each teacher). A unit member would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period.

### **5.13 Notice of Intent to Return from Leave**

A. Any unit member who is absent on assault leave, sabbatical leave, child care

leave, general leave, or family and medical leave which expires with the beginning of a school year must notify the Superintendent of his/her intention to return from leave by March 15 preceding his/her scheduled return to duty. Notification shall be on a form provided by the Board and sent to the unit member by March 1. Any unit member who is on any such leave which expires other than at the beginning of a school year must notify the Superintendent of his/her intention to return from leave not less than thirty (30) days preceding his/her scheduled return to duty. Notification shall be on a form provided by the Board and sent to the unit member not later than forty-five (45) days prior to the unit member's scheduled return to duty.

- B. Failure to return to duty on the scheduled date shall be cause for the Board to consider the position abandoned and the unit member shall lose the right to return to duty.
- C. Both notices described in this Section 5.13 shall include the words of Section 5.13 B.

#### **5.14      Bereavement Leave**

Each unit member may take one (1) day of paid leave per year to attend funerals not covered under the sick leave provisions (Article V, Section 5.01 D.2.) of this Agreement. This leave is not cumulative from year to year. The Superintendent, in his/her sole discretion, may allow a unit member, upon request, to use available sick days when necessary to be able to travel to and from the funeral. The Superintendent reserves the right to deny bereavement leave if a substitute is not available to cover the unit member's assignment. The unit member must state the relationship when submitting absence.

#### **5.15      Request for Long-Term Leave**

A bargaining unit member shall apply for any long-term leave (child care leave, general leave, sabbatical leave) that is for the forthcoming school year by March 15<sup>th</sup>. Such request may be withdrawn by the bargaining unit member by July 10<sup>th</sup>. After July 10<sup>th</sup> the request may be withdrawn by the bargaining unit member only if he/she makes a mutual agreement with the Superintendent based upon a change in circumstances.

### **ARTICLE VI** **ASSIGNMENT, TRANSFER AND PROMOTION**

#### **6.01      Assignment**

- A. The Superintendent will assign all newly employed unit members to their specific positions. Such positions shall be within the subject area and/or grade level for which the unit member holds valid certification/licensure. The Superintendent will give notice of assignment to such new unit members as soon as practical, and, except in cases of emergency not later than June 30<sup>th</sup>.

- B. Junior and Senior High School building principals will work collaboratively with each department head by May 25<sup>th</sup>, for the purpose of developing teacher assignments for the ensuing school year. At the initial meeting, the principal will provide a list of classes/course offerings which will include enrollment numbers to the department heads. This list will not contain any teacher assignments. It is understood that the principal has the right to assign students to classes. It is the responsibility of each department head to meet with the teachers in his/her department for the purpose of developing a proposal showing the assignment of teachers to each class. The department head and principal will review the proposed assignments. If acceptable to the principal, it shall constitute the assignments for the ensuing school year. Understanding the principal has the right to assign teachers, if the proposed assignments are not acceptable the building principal will meet with the affected teacher(s) and provide an explanation based in substance for the needed adjustment. Assignments proposed by the department that are not affected will remain as the assignment for the ensuing school year.

Where department heads do not exist, the principal will meet with all the teachers involved to present a list of classes/course offerings which will include enrollment numbers. The teachers, as a group, will act in the same way as the department head in the above paragraph and the above procedures will be followed

- C. Generally, changes in a unit member's position occurs between the end of the school year and June 30<sup>th</sup> for the ensuing year. When such change occurs, the unit member will be notified on or before June 30<sup>th</sup>. When the change occurs after June 30<sup>th</sup> or during the school year, the unit member will be notified as soon as possible.
- D. In order to assure that pupils are taught by unit members working within their areas of competence, unit members will not be assigned outside the scope of their teaching certification/licensure. When no properly certificated/licensed unit member can be found, a current unit member who volunteers may teach in an area outside his/her areas of certification/licensure if s/he agrees to get a temporary certificate/license approved by the Ohio Department of Education.
- E. Schedules of unit members who are assigned to more than one (1) school building will be arranged so that no such individual will be required to engage in an unreasonable amount of interschool travel. Such unit members shall be notified of any changes in their schedules as soon as is practical.

## **6.02 Voluntary Transfer**

- A. Unit members may request transfers at any time.
- B. All requests shall be made to the Superintendent on the District's Intent Form (Appendix G).
- C. If a unit member or members in a building request transfer to a specific vacancy (as defined in Article 6.021) in that building, the unit member or members with

the most seniority shall be given the position, provided the requesting member has been teaching with the District for five (5) years and has obtained either a final summative rating of "Skilled" or "Accomplished" on his/her most recent final summative evaluation. Seniority shall be in accordance with Article VII, Reduction in Force. For purposes of this paragraph only, "building" means the following grade level groupings: Pre-K – 3, 4 – 6, 7 – 8, and 9 – 12.

- D. Unit members who want to transfer to a position outside of the building in which they are currently assigned may transfer only upon the approval of the Superintendent.

When vacancies meeting the specific requests are available, the unit members making the request shall be given first consideration, provided the unit member making the request is qualified for the position available. Unit members requesting a transfer shall be given an opportunity to meet with the principal of the building where the vacancy exists before a final decision is reached.

Area of competence, certification/licensure, quality of teaching performance, and the length of service in the District shall be considered in determining selection of unit members to be transferred.

If a unit member files a written request for a transfer, listing reasons for the transfer, and the request is denied, that unit member shall upon request receive a written explanation for the denial from the Superintendent.

### **6.021 Vacancy & Long Term Leave Vacancy**

A vacancy occurs when a BLEA member retires, resigns, is non-renewed, promoted, demoted, transferred, terminated, passes away, is on a long-term leave. A vacancy also occurs when a new position is created and the Superintendent intends to fill the position.

A long-term leave will be considered a vacancy when a BLEA member is on or is expected to be on a leave of absence for the entire school year or at any time after the start of the school year, up to or no later than the first day of the second semester, as long as the leave lasts the rest of the entire school year.

Long term leaves are not subject to the involuntary transfer process set forth in Article 6.03 but instead will only be filled on a voluntary and collaborative basis with agreement of the BLEA members directly involved in filling the vacancy and the building principal. Additionally, the BLEA member on the long term leave maintains his/her rights to the position upon his/her return.

All vacancies or new positions (excluding those positions for which a unit member is on an approved leave) shall be posted for at least five (5) working days. No position shall be filled prior to the expiration of the five (5) days. Posting shall be accomplished as follows:

- A. During the regular school year, the notice shall be posted on the bulletin board in the teachers' lounge.

- B. During the period between school years and vacation periods, the Board shall post a vacant or new position by sending such posting to each unit member by District email, through a "Buckeye Broadcast," and posting it on the District Website.
- C. The posted vacancy shall include the job description.
- D. Whenever a vacancy occurs or a new position is created, the Board shall do the following in the order listed:
  - 1. All unit members who wish to voluntarily transfer shall be given the position in accordance with Section 6.02.
  - 2. All unit members whose names are on the recall list under "Reduction In Force" shall be called back.
  - 3. The Board may leave the position vacant as per Article VII, Reduction In Force.
  - 4. The Board may hire new staff.
  - 5. The Board may use the Involuntary Transfer procedure.

Two (2) or more unit members may, with the approval of the Superintendent, switch / rotate positions, which they currently hold.

- E. Upon request of the Superintendent and concurrence of the BLEA President, when filling a vacancy or vacancies within a building that will likely result in movement by several members, posting and filling of vacancies may be accomplished utilizing a "round robin" or arena scheduling format with all interested members within the building invited to bid on the vacancy/vacancies and subsequent openings which occur after filling the initial vacancy/vacancies.
- F. In addition to positions for which a bargaining unit member is on an approved leave, long-term substitutes may be employed for vacancies arising after August 1<sup>st</sup>. If filled by a long-term substitute, the position must be posted, in accordance with the above procedure, for the following contract year.

### **6.03 Involuntary Transfer**

- A. No vacancy will be filled by means of an involuntary transfer if there is a qualified volunteer available to fill said position. For purposes of this paragraph only, "qualified" means a member who has received a final summative rating of "Skilled" or "Accomplished" on his/her most recent final summative evaluation.
- B. Notice of an involuntary transfer will be given to unit members affected as soon as possible, and except in cases of emergency, not later than June 30<sup>th</sup>.
- C. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent, at which time the unit member will be notified of the reason. Any unit member involuntarily transferred shall receive



written notification of the involuntary transfer.

- D. A unit member being involuntarily transferred will be placed only in an equivalent position, i.e., one that, among other things, involves no reduction in rank or in total compensation and no impairment of tenure.
- E. A unit member being transferred may choose to resign.

#### **6.04 Promotions**

- A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisor level, including but not limited to, positions as department head; assistant principal; principal; assistant superintendent; curriculum director; business manager; athletic coach and other extracurricular advisor, but excluding the position of superintendent.

- B. When a vacancy occurs or there is knowledge that a vacancy will occur, the Superintendent shall cause to have a notice of such vacancy posted in each building (except in summer when unit members will be notified via email or the Buckeye All Call system). Reply must be made within ten (10) days of posted notice.
- C. In the aforementioned notice, the qualifications for the position and its duties will be clearly set forth.
- D. No vacancy in a promotional position will be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration shall be given to qualified unit members already employed by the Board. When all factors are substantially equal, length of service in the District will be the deciding factor. Appointments shall be made not sooner than five (5) days after the notice required by Section B. above is posted or mailed. A notice will be given to the Association indicating which positions have been filled and by whom.

The Board may fill a vacancy in a promotional position on a temporary basis, i.e., when it is necessary to do so in the best interest of the educational process, provided that the time spent in such temporary assignment shall not be considered in judging the relative qualifications of the applicants for the position.

Except as otherwise provided in Section 6.02 of this contract, no vacancy in a promotional position shall be filled except after compliance with the above procedure.

**ARTICLE VII**  
**REDUCTION IN STAFF**

**7.01   Reasons for Reduction in Staff**

Unit members may have their contract suspended only when their positions are eliminated as a result of the following:

- A.      Suspension of schools, territorial changes affecting the district, or financial reasons.
- B.      Decreased enrollment of pupils
- C.      Return to duty of a unit member after a leave of absence.

**7.02   Reduction in Staff**

- A.      When a reduction in the teaching staff is necessary, the Board, upon recommendation of the Superintendent, shall determine the number of positions to be affected, in whole or in part, and the effective date of the reductions.
- B.      The Association shall be notified sixty (60) days prior to a reduction in force. This means sixty (60) days before the first day of absence from duty for any unit member due to a suspension of contract. Such notice shall be in writing. The Board shall, if requested to do so within five (5) working days, enter into discussion with the Association over the need for and impact of the reduction in force. Within five (5) days of the request by the Association, a meeting shall be set between the Board and the Association unless such date is mutually extended.

**7.03   Suspension of Contracts**

Reduction will be made by suspension of contracts for unit members in each affected teaching area. Suspension of contracts shall mean that the unit member is placed in an inactive state of employment, in whole or in part. In circumstances when a contract is wholly suspended, the unit member shall not receive pay or benefits at Board expense<sup>8</sup> or have any other rights or association with the District other than those that may exist in this Agreement or by law.

**7.04   Teaching Areas**

Teaching areas shall mean the subject(s) and/or grade level(s) on the teaching certificate(s)/licenses held by the unit member. To qualify under this provision of the Agreement, certificates/licenses must be maintained in accordance with the Ohio Department of Education's certification/licensure requirements.

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<sup>8</sup> Board paid insurances shall continue until the last payday for the unit member whose contract has been suspended. Such unit member may continue enrollment in any insurance program for which he/she makes advance payment of premiums to the Treasurer. The Treasurer shall notify the unit member of the dates when premiums are due.

## **7.05 Seniority**

- A. All unit members will be placed on a seniority list for each teaching area for which they are properly certificated/licensed and qualified. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
- B. The seniority list shall be maintained and edited when members are hired or provide new licensure documentation by the Superintendent's secretary. Annually the Superintendent's secretary and the Union Secretary shall review and make edits or updates to the seniority list prior to the first Monday in October. After this review, the list shall be forwarded to the membership for verification. Each member is responsible for checking and verifying, within thirty (30) calendar days from the date of distribution, that the information contained within the seniority list is accurate and has up-to-date licensure information.

System seniority will apply and is defined as the total number of years of continuous service in the District. A year is defined as one hundred twenty (120) days of work of at least three and one-half (3.5) hours and/or leave with pay in any one (1) school year.

- 1. Board approved unpaid leaves of absence shall not disrupt continuity of seniority but time spent on such leave shall not count toward seniority. Unit members shall accrue seniority while on paid leave.
- 2. The suspension of a contract under the provisions of "Reduction In Force" shall not disrupt continuity of seniority but such time shall not count toward seniority.
- 3. Effective December 8, 2020, when two (2) or more unit members are hired at the same board meeting with the same licensure/certification, seniority will be determined as soon as physically possible. The member with the lowest last two digits of her/his social security number shall be the most senior. If a tie still exists, the member which has the earlier birthday in the year shall be the most senior.

All previous tie breakers shall stand as is.

### **C. 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.
- 2. Comparable evaluations of OTES teachers will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

D. Order of Reduction

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

E. Displacement

In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area, unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating category available.

F. Non-OTES teachers

For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority; however, should the employment status of a non-OTES member and an OTES member intersect under this Article, the administration may decline displacement rights should the otherwise displacing member not have appropriate experience in the classroom or non-classroom position being sought. Such decisions will not be arbitrary or capricious.

- G. Teachers whose continuing contracts or limited contracts are suspended shall immediately be placed upon a RIF list. Retention and recall shall be based upon

the summative effectiveness ratings as determined in accordance with the Board's standards-based evaluation policy. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between/amongst teachers with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher on the recall list as a result of staff reduction shall be recalled in order of seniority from among teachers with comparable evaluations provided the teacher is certificated/ licensed for the position.

H. The names of unit members whose limited contracts are suspended in a reduction in force will be placed on a recall list for two (2) years and unit members holding continuing contracts shall remain on the list indefinitely. The time on the recall list shall begin to toll on the day following the last work day of the affected unit member.

1. No new teacher will be employed by the Board while there is a teacher on the recall list who is certificated/licensed and qualified for a vacancy or new position.
2. If a vacancy occurs or a new position is created, the Board will send a certified notice to the last known address of all unit members on the recall list. It is the unit member's responsibility to keep the Board informed of his/her current address, an address to use when the unit member is not at his/her current address, a telephone number at which he/she can be reached, and the name, address and phone number of a person(s) who has the authority to respond in the unit member's absence. When the unit member provides such address and/or phone number, the Board shall, in addition to sending the notice of vacancy by certified mail, contact the unit member by phone. Unit members holding proper certification/licensure who want to fill the vacancy or new position must respond within fourteen (14) days of the postmark on the envelope of the certified mail containing the notice. Such response must be by certified mail, or if a response was made by phone within the fourteen (14) days. Unit members eligible for the vacancy or new position who do not respond to the notice or who decline the position shall remain on the recall list. This shall not cause the time on the recall list to increase from the two (2) years for limited contract unit members.
3. All benefits to which a unit member was entitled at the time of the contract suspension shall be restored as of the effective date of recall. These benefits shall include all seniority and sick leave accumulation. And, the unit member shall be placed at the proper step of the salary schedule.

Time spent under a suspended contract shall not count toward the fulfillment of the time requirements for acquiring continuing contract status.

4. A seniority and recall list shall be prepared and kept current by the Board. Any member of the bargaining unit may see the current seniority list and

recall list at any time. Adjustments to these lists shall be made as changes occur.

- I. Nothing in this Article shall limit the Board's authority to create new or additional teaching areas or positions or be construed to require the Board to fill any vacancy in any teaching area/position that it has abolished.

**ARTICLE VIII**  
**WORK HOURS AND WORK LOAD**

**8.01 Work Year**

The work year for all unit members shall not exceed a total of one hundred eighty-four (184) days, divided as follows:

- A. Not to exceed one hundred seventy eight (178) days for instruction, and two (2) credited days for four (4) conference nights, totaling one hundred eighty (180) teacher days. Special education teachers shall not be required to attend the four (4) conference nights for having written IEPs on their own time;
- B. Beginning of the school year: one (1) in-service day and one (1) work-day;
- C. End of first semester: one-half (1/2) in-service day and one-half (1/2) work-day;
- D. The last day of the school year for teachers shall be one-half (1/2) work-day. All end-of-the-year reports must be complete;
- E. One-half (1/2) workday for open-house. Announcement of the date of the open house shall be made on May 25<sup>th</sup> of each year. All unit members must attend open house;
- F. One-half (1/2) release day each quarter for Intervention Specialist if her/his caseload is below the state limit, one (1) release day each quarter for Intervention Specialist if her/his caseload is at or above the state limit;
- G. The District Leadership Team (DLT) shall provide direction for meaningful professional development opportunities based on current District initiatives and State Mandates for teachers during the regular contractual workday. The DLT will be informed of needs to aid in communication with Building Leadership Teams (BLT) and Teacher Based Teams (TBT). Such professional development opportunities shall be made available during two (2) hour late starts for no more than seven (7) sessions. Late start days shall be designated on the school calendar. Teachers will be provided with two (2) dedicated blocks of forty-five (45) minutes to address specific job related mandates such as Public School Works, OTEs, etc., one (1) during the first in-service day and one (1) during the first two (2) hour late start of the year. Reasonable efforts will be made to ensure that Public School Works responsibilities are available for teacher compliance in advance of the first in-service day.

- H. Teachers shall enter grades or student feedback into the District approved electronic grade book at least every three (3) weeks. Grade period reports shall be submitted before the student school day begins on the Wednesday immediately following the end of the grading period they represent except the fourth quarter when grades for junior high and high school teachers are due by the end of the teachers' last workday. In addition, teachers shall participate in dialogue with parents about student grades and activities when there is communication initiated by parents.

For fourth quarter grades in the elementary school, teachers will prepare/stuff envelopes including report cards for mailing and file necessary reports in student files prior to the end of the final teacher workday. Grade labels will be placed in student files by other than classroom teachers. To facilitate the efficient preparation of the end of year mailing at the elementary level, student files will be separated by homeroom. Encore time during the last week will be utilized for student file responsibilities.

## **8.02 School Calendar**

Annually, the Superintendent/designee will meet with at least two (2) BLEA members, selected by the BLEA President, to present a preliminary school calendar for at least one (1) of the upcoming school year(s). The BLEA members shall be given an opportunity to confirm the calendar falls within the parameters of the collectively bargained agreement, count and verify the number of days for both students and teachers, and make further recommendations. The final school calendar shall be at the sole discretion of the Superintendent/BOE.

### **8.021 Association Unit Work**

- A. With the approval of the Superintendent, the Association President and/or Grievance Chairperson may be released from duty for the time required to work on a problem common to the administration and unit members.
- B. The instructional responsibilities of the BLEA President and Grievance Chair shall consist solely of a regular teaching assignment, and a Planning Period. They shall not be assigned any non-instructional duties (i.e. hall duty, bathroom duty, lunch room duty, before and after student instructional day duties, etc.). Additionally, the BLEA President and Grievance Chair shall be assigned a daily forty (40) minimum continuous minutes non-instructional period. All such non-instructional time is for the purpose of attending to Association Business during which the BLEA President and Grievance Chair are permitted to leave their assigned building.

### **8.03 Work Day**

- A. All unit members may be assigned appropriate starting and dismissal times, provided that their work day shall be no longer than seven and one-quarter (7 1/4) consecutive hours, including the thirty (30) minute duty free lunch period guaranteed to them under O.R.C. 3319.072. The last fifteen (15) minutes of the school day in each building shall be unassigned time for each unit member to use as s/he determines. The principal of each building may schedule meetings once per week during this time to address routine matters. Additional meetings called by principals are covered in Section 8.06. No unit member shall be required to report for duty earlier than 7:15 AM nor remain on duty later than 3:45 PM except as defined in this Article. The length of the assigned workday shall be substantially equivalent for all unit members. This item A. may change in case of emergency.
- B. There shall be at least one (1) fifteen (15) minute recess period per day in grades 1-3.
- C. The workday of each unit member employed as a junior high school teacher shall consist of not more than six (6) teaching periods, one (1) duty period (exclusive of homeroom) and one (1) preparation period.
- D. The workday of each unit member employed as a high school teacher shall consist of not more than six (6) teaching periods (exclusive of homeroom) and one (1) preparation period.
- E. Secondary school teachers will not be required to teach more than two (2) subject areas (e.g., social studies, science), nor have more than four (4) teaching preparations at any one time.
- F. Elementary teachers in art, music, and physical education shall not be assigned to teach more than six (6) classes per day.

In determining the workload for Speech Language Pathologists, the Board shall use several considerations, one including a workload calculator. Workload includes the time spent providing face-to-face direct services to students as well as the time spent performing other activities necessary to support students' education programs, implement best practices for school speech language services, and ensure compliance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA, 2004) and other mandates.

### **8.04 Preparation Time**

Unit members will, in addition to their lunch period, have daily preparation time during which they will not be assigned to any other duties as follows:



- A. Elementary School      Forty (40) consecutive minutes

When it is not possible to provide an elementary teacher with forty (40) consecutive minutes, without hiring additional staff, the Superintendent and the Association President and his/her designee shall meet to discuss other resolutions to the problem. If a resolution is not reached and there is not sufficient work to justify the hiring of additional staff for half-time or more, the Superintendent shall make the decision.

- B. Junior High      One (1) regular class period

- C. Senior High      One (1) regular class period

All such planning time shall be during the students' day except for elementary specials (i.e., art, music, physical education) which may begin at the start of the school day.

### **8.05 Meetings with Parents / Students / Principal**

Unit members shall be available for thirty (30) minutes as needed before or after the students' school day for meetings with either students, parents, or the building principal. The unit member shall be given at least two (2) days' notice of such conferences unless s/he waives the notice. Meetings with students shall be scheduled by the unit member. Meetings between the unit member and principal may be at the request of either. The principal may require a unit member to meet with him/her and a parent with the following understanding: the unit member may bring an Association representative to the meeting, and, if the meeting becomes anything other than a professional exchange, the unit member has the right to leave the meeting.

### **8.06 Meetings Called by Administrators**

- A. In addition to the above mentioned individual conferences, building principals may call a staff meeting as needed, provided all unit members affected are given at least five (5) days' notice of such meeting (except in the case of an emergency). Only one such meeting will occur in a month, except in the case of an emergency. These may be used as instructional meetings for teachers. Additional meetings called by principals are covered in section 8.03.
- B. Unit members will not be required to be available for more than one (1) hour before or after the normal scheduled students' school day to attend the above meetings.

### **8.07 Duties Outside the Work Day/Year**

No unit member shall be required to attend any meeting or accept any assignment other than during the regular school year as set forth above, but are urged to participate in various building activities such as PTA, athletic events, plays, music presentations, graduation exercises, etc. Participation of unit members in extra-curricular activities will be strictly voluntary and they will be compensated for all such participation in accordance

with the provisions of Appendix D.

When a bargaining unit member volunteers to participate, as a chaperone, on an overnight field trip for 6<sup>th</sup> grade camp and/or the 8<sup>th</sup> grade trip he/she will receive a stipend of one hundred dollars (\$100) per night. No more than ten (10) teachers shall be paid per night.

When a bargaining unit member is assigned to teach a College Credit Plus (CCP) Course he/she shall receive a seven hundred-fifty dollar (\$750) stipend per year for the college/university required work that is outside the regularly contracted day/year.

## **ARTICLE IX WORKING CONDITIONS**

### **9.01 Class Size**

- A. The master schedule/class list for each ensuing school year shall be posted as soon as practical. An interim master schedule shall be posted by June 1<sup>st</sup> in all school buildings. An interim class list will be available at the High School, upon request, by June 15<sup>th</sup>.
  
- B. Class size shall not exceed limits established by applicable state or federal standards. The number of students per teacher in a regular education program (excluding music, band, choir, physical education and drama classes) shall be as follows, and will be based on the annually established permanent roster:
  - K-3                    25 students per classroom
  - 4-6                    28 students per classroom
  - Junior High 150 students per semester
  - Senior High 150 students per semester

In grades K – 6, once the class size limit has been reached for a classroom, students will be placed in another classroom at the same grade level in that building to attain equal distribution of students.

Special education caseloads within schools will be assigned based on current needs. If a caseload reaches the state maximum after the start of the new school year, then the waiver process will be implemented if IEP placement occurs in the last grading period of the current school year.

- C. The Superintendent may cause these class size limits to be increased, but the teacher must be granted the following for the duration of the increased class size:
  - 1. The teacher shall be compensated \$500 per semester per student over the class size limit outlined in 9.01 (B), prorated on the length of time assigned into the classroom.

In the primary grades, the Superintendent has the discretion to either pay

the teacher \$500 per semester per student or add a teacher's aide to the classroom.

### **9.02 Instructional Materials and Supplies**

The Board shall allocate sufficient funds, if available, to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable unit members to fulfill their assigned responsibilities in an adequate and professional manner during the regular school year.

### **9.03 Transporting Students**

Unit members shall not be asked nor required to transport students in any personal or private vehicle. Annually, the Board shall give all unit members written notice of the Board's policy banning the use of students as drivers on school related trips.

### **9.04 Staff / Management Relations**

For the purpose of promoting good staff relations and communications, the following procedures shall be implemented:

- A. At the written request of the Superintendent or Association President, the Superintendent and a committee of no more than three (3) members of the Association shall meet to discuss matters of concern to either party. Each request shall include a list of the matters to be discussed. The Superintendent may invite additional administrators if they, their building or rules are the subject of discussion.
- B. At the written request of the building principal or Association building representative, a committee of no more than three (3) members of the Association shall meet to discuss matters of concern to either party. Each request shall include a list of the matters to be discussed.
- C. These meetings shall be scheduled in advance by those who are to attend and shall be held outside the teacher work day.

### **9.05 Drug Free Work Place**

Both parties agree to comply with the federal law's provisions concerning a drug free work place.

### **9.06 Student Misconduct**

- A. Both parties recognize that the maintenance of good discipline requires the consistent enforcement of well-defined rules and regulations. The parties agree that the adjustment of behavior problems is the joint responsibility of unit members, administrators and the Board.
- B. A committee made up of administrators chosen by the Superintendent and unit

members chosen by the Association shall develop and/or rewrite the District's Code of Conduct, which shall include the responsibilities of the administrators and unit members and which shall be submitted to the Board of Education for approval.

### **9.07 Early Bird/Night Owl Classes**

The Board may offer bargaining unit members the opportunity to teach Early Bird/Night Owl Classes subject to the following terms and conditions:

- A. Teachers who teach a full schedule (six (6) classes at the high school or junior high school) as their contract shall be compensated at the rate of \$25.00 per single class period. The following are examples only:

Example #1: 1 class per day X 5 days per week = 178 days X \$25.00 = \$4,450.

Example #2: 2 class periods per day X 1 day per week = 54 days X \$25.00 = \$1,350.00.

- B. Teachers who teach Early Bird/Night Owl Classes as part of their full schedule (six (6) classes at the high school or junior high school) shall have flexibility in their starting and ending times. These teachers shall have priority in being selected to teach Early Bird/Night Owl Classes.
- C. In order to initiate an Early Bird/Night Owl class, there shall be a minimum of twelve (12) students.
- D. Early Bird/Night Owl Classes may be offered at all levels (high school, junior high school, and elementary school).
- E. Teachers will be compensated for Early Bird/Night Owl Classes as a non-renewable supplemental contract over twenty-six (26) pays until the 21-22 school year at which time the compensation will be over twenty-four pays.

## **ARTICLE X INDIVIDUAL RIGHTS**

### **10.01 Individual Employment Contracts**

The Board shall enter into written contracts for the employment and re-employment of all unit members. Unit members shall execute and return said contracts to the Treasurer at such time as shall be indicated on said contracts (not less than fifteen (15) calendar days from the date of issuance). Contracts for the employment of unit members shall be of three (3) types:

A. **Limited Contracts**

Limited contracts and all renewals of limited contracts shall be for one (1) year.

This provision shall remain in effect unless the unit member becomes eligible for a continuing contract. Any multi-year limited contracts in effect on or before July 1, 2014, will remain in effect until expiration. An eligible unit member who is not granted a continuing contract shall be allowed to fulfill the remainder of his/her limited contract unless terminated under O.R.C. 3319.16.

**B. Continuing Contracts**

Continuing contracts shall be issued to all eligible unit members pursuant to the Ohio Revised Code. However, teachers eligible for continuing contract status shall be required to submit to the Central Administrative Offices a “Request for Change in Contract Status Form” by March 30<sup>th</sup> in order to be eligible to be considered by the Board for a continuing contract. (Appendix V). The Board and the BLEA intend for this additional requirement to supersede the provisions of O.R.C. §§3319.08 and 3319.11 pertaining to the eligibility of teachers for continuing contracts.

1. To be eligible for a continuing contract, a unit member must have at least three (3) of the last five (5) years of teaching service in the Buckeye Local School District and meet the following requirements:
  - a. Hold a Professional, Permanent or Life teacher’s certificate issued upon application submitted to the State Board of Education prior to September 1, 1998, or renewed or upgraded subsequent to September 1, 1998, in accordance with Ohio Revised Code 3319.22; or
  - b. Hold a Professional Educator’s License issued after October 29, 1996 and proof of one of the following:
    - i. If a master’s degree was not held at the time of initially receiving a teaching certificate or an educator’s license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. (It shall be the responsibility of the unit member to provide documentation to the Superintendent by March 30<sup>th</sup> that he/she has completed the thirty (30) semester hours of coursework); or
    - ii. If a master’s degree was held at the time of initially receiving a teaching certificate or an educator’s license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license. (It shall be the responsibility of the unit member to provide documentation to the Superintendent by April 1st that he/she has completed the six (6) semester hours of graduate coursework); or

- iii. Hold a senior professional educator license or a lead professional educator license issued under the licensure provisions of the Ohio Revised Code.
  - c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
    - i. Holds a professional, senior professional or lead professional license;
    - ii. Has held an educator’s license for at least seven (7) years; and
    - iii. Has completed either of the following:
      - (a) If the bargaining unit member 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; or
      - (b) If the bargaining unit member 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.
- 2. Unit members who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two (2) year period in the Buckeye Local School District. It shall be the responsibility of the unit member to provide documentation (such as a copy of board minutes or the previous continuing contract) to the Superintendent by March 30<sup>th</sup> that he/she obtained a continuing contract under the law in a previous school district.
- 3. Certificates/Licenses Unit members shall notify the Superintendent/designee as soon as any new certificate/license is received by the individual. To be eligible for consideration for a continuing contract, a unit member must have applied for his/her appropriate certificate/license by March 30<sup>th</sup>. It shall be the responsibility of each unit member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Superintendent/designee.

**C. Procedure for Salary Advancement and Continuing Contract**

1. BEFORE taking any coursework for salary advancement, teachers must complete the “Coursework Approval Form.” Form may be found on the “Staff” page of the district website.
  - If completing a Master’s program or Doctoral degree, teachers must indicate as such on form and complete one (1) form for the entire program.
  - If not completing a Master’s program or Doctoral degree, teachers must complete a form for each course.
2. Superintendent (or designee) approves that the coursework/degree are related to and appropriate for teaching assignment or potential movements within a teaching field, such as a Science teacher taking Math coursework to become licensed in both fields; or a teacher completing administrative coursework for potential administrative opportunities.
  - Appeals to decisions will follow the BLEA negotiated agreement process for forming a committee to review as outlined in 3.01 c.
3. Superintendent (or designee) makes a copy of approval documents and forward to the Treasurer’s Office. Original is returned to the teacher to be submitted with final paperwork once courses are completed.
4. Once coursework is complete for an appropriate step as outlined in Section 3.01 of this Agreement and Appendix C (“Salary Schedule”) or continuing contract as outlined in Section 10.01 of this Agreement, the teacher must request an official transcript to be sent to the Treasurer’s Office. The Treasurer’s office will notify the teacher that transcripts were received.
5. Once the transcript is received, the teacher must set an appointment with the Treasurer’s staff and Superintendent or designee to open the transcript, verify coursework against course approval forms, and submit Salary Advancement (due September 30 or January 30) and/or Continuing Contract form (due March 30). Both forms may be found on the “Staff” page of the district website. Teachers must plan accordingly to meet the stated deadlines. Teachers are responsible for retaining copies of all coursework approval forms and documentation. All of which must be brought to this meeting by the teacher. These meetings must take place prior to the deadlines in the event that there is a concern requiring correction.

**D. Supplemental Contracts**

1. Service by unit members extending before or after such unit member's regular duty day and which is not a part of the unit member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Notwithstanding O.R.C. 3319.11, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to

offer said unit member a renewal of such supplemental contract.

2. A unit member offered a supplemental contract pursuant to this provision shall execute and return such signed contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen (15) calendar days from the date of issuance). Failure to execute and timely return the signed contract as required herein shall constitute a rejection of such offer of employment, and the supplemental contract shall be considered null and void.
3. Payment of supplemental contract stipends shall be at the employee(s) regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service.
4. A unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties.

All supplemental contracts shall be paid by separate payment (i.e. separate payroll). Payment of supplemental contracts shall be by one (1) payment at the end of the contract period on the following dates--1st pay of December, 2nd pay of April, and 2nd pay of June, provided all completed paperwork is submitted to the Treasurer's office at least three (3) weeks prior to the pay, otherwise payment will be paid in the 2nd pay of June. Yearlong contracts shall be paid by two (2) payments--one in the 2nd pay of April, and one in the 2nd pay of June. To receive the split pay, the employee must submit a request in writing to the Treasurer's office by January 31, including a calendar indicating the days worked.

**E. Filing and Maintenance of Certification/Licensure**

1. As a condition of employment, all bargaining unit members must keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board.
2. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.
3. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.
4. Failure to maintain current licenses/certifications:
  - Unit members who do not have current licenses/certifications



on file in the Board office on the first day of returning to work (the first teacher work day), will be placed on immediate unpaid leave per Board policy 3140.

- The unit member will remain on unpaid leave until current licenses/certifications have been received by the Superintendent. Once received, the unit member may return to work.
  - If licenses/certification documentation has not been received after ten (10) days of unpaid leave, the unit member's employment will be terminated.
5. Nothing herein shall be deemed to prevent the Treasurer from paying a teacher for services rendered during the first two (2) months of initial employment with the District, provided that the teacher is the holder of a bachelor degree or higher and has filed an application for a provisional or professional license.

**F. BCI/FBI Background checks**

1. So long as required by Ohio Revised Code, unit members are responsible for applying for/updating expired background checks. Bargaining Unit members shall verify with the Superintendent/designee receipt of background checks.
2. The cost of obtaining the needed background checks is the sole responsibility of individual unit members.
3. Failure to maintain current background check:
  - Once the Superintendent has been made aware of expired background checks, the BLEA unit member will be placed on immediate unpaid leave.
  - The unit member will remain on unpaid leave until background checks documentation has been received by the Superintendent. Once received, unit member may return to work.
  - If background check documentation has not been received after ten (10) days of unpaid leave, the unit member's employment will be terminated.
4. In the event it is necessary for the Board to employ a unit member prior to having received the results of the criminal records investigation, that member's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and

Investigation (BCII) which does not state that the member has been convicted of or plead guilty to any of the criminal offenses described in O.R.C. 3319.39 (B)(1) or 3319.31 (A)(2).

### **10.02 Contents of Contracts / Salary Notice**

- A. Pursuant to O.R.C. 3319.12, contracts or salary notices will be issued annually to each unit member. The contractual or salary notice shall include the following:
  - 1. The number of working days in the school year along with the date of the first and last working day of said school year; and
  - 2. The annual salary and the per diem pay of the unit member.
- B. All provisions of this Agreement entered into by and between the Board and the Association are hereby referenced and incorporated into the unit member's individual contracts. Any changes in this Agreement will become a part of the individual contracts on the effective date of said changes.

### **10.03 Right to Representation**

- A. A unit member shall have the right to be represented by the Association at any conference with an administrator which s/he reasonably believes may result in disciplinary action, and the administrator may have a representative of his/her choice.
- B. If the unit member has prior knowledge of the purpose of the conference s/he shall notify the proper administrator of his/her intent to have representation present.
- C. A unit member that does not have prior knowledge of the purpose of the conference, or if a situation develops which the member reasonably believes may result in disciplinary action, s/he may interrupt the conference at that point and request representation. The conference shall be recessed until such time as the representative of the Association can be present.

### **10.04 Personnel Files**

- A. Unit members will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein. The administration has the right to maintain personnel files. If a unit member believes that any material maintained in his/her file is not accurate, relevant, timely or complete, such will be subject to the grievance procedure set forth herein and will be initiated at Level II thereof.
- B. A unit member must be notified of any material derogatory to his/her conduct that will be placed in his/her personnel file prior to it being placed in the file. The individual will acknowledge that s/he has had the opportunity to review such

material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member also has the right to submit a written answer to such material and his/her response will be attached to the file copy if submitted within thirty (30) calendar days of the date of the member's acknowledging signature.

- C. Any complaint regarding a unit member made to any member of the administration by any parent, student or other person which is used in any manner in evaluating the individual will be promptly investigated and called to the unit member's attention. The unit member will be given an opportunity to respond to and/or rebut such complaint. Information that is not signed by its author shall not be placed in a file. Legal forms and documents which are clearly identified and which normally do not have a signature are exempt from having a signature.
- D. Material in a file, which is found to be inaccurate, irrelevant, untimely or incomplete, shall be expunged and destroyed in accordance with procedures required by law.

#### **10.05 Payroll Deductions**

##### **A. Credit Union**

Upon a unit member's written authorization, the Board shall deduct from said individual's wages the prescribed amount for the Medina County Federal Credit Union. Such authorization may be revoked by the unit member providing written notice to the Treasurer. Money so collected shall be immediately forwarded by the Treasurer to the Medina County Federal Credit Union to be credited to the unit member's account.

##### **B. Tax Sheltered Annuities**

The Board shall purchase for any unit member desiring a tax sheltered annuity program in accordance with Section 403(B) of the Internal Revenue Code. Such program shall be implemented if at least five (5) unit members wish to initially enroll with one (1) annuity company but shall not be discontinued if the number in the program drops below five (5).

All deductions from a unit member's wages shall be forwarded to the annuity company immediately upon receipt of the statement.

Each unit member shall have the responsibility to determine that his/her payroll deductions for tax sheltered annuities do not exceed the maximum amount provided in Section 403(B) of the Internal Revenue Code and regulations applicable to that section, and shall not seek any payroll deduction in excess of that amount. Each unit member shall, upon request of the Treasurer, provide to the Board or obtain for the Board, any information that the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amounts of deferral. If the unit member

provides inaccurate information and there is a penalty charged to the Treasurer or Board due to such inaccurate information, the unit member shall be liable for the payment of such penalty.

**C. Professional Dues**

The deduction of dues shall be in accordance with the provisions of Section 11.01.

**D. Political Contributions**

Upon a unit member's written authorization, the Board shall deduct from said individual's wages the prescribed amount as that individual's contribution to a political organization of his/her choice. Such authorization shall be revoked upon receipt of written notice from the unit member.

Money so collected shall be immediately forwarded by the Treasurer to the political organization along with the name of the unit member making the contribution.

**E. Optional Group Health and Accident Insurance Plan**

Upon a unit member's written authorization, the Board shall cause to have deducted from said individual's wages the prescribed amount as the individual's contribution to optional group health and accident insurance plans. Such authorization shall be revoked upon receipt of written notice from the unit member.

Money so collected shall be immediately forwarded by the Treasurer to the designated insurance company(ies) with an accounting as to the name and amount contributed by each unit member.

**F. Tax Deductions**

Deductions shall be made for all legally required withholdings, including city income tax.

**G. Buckeye Schools Educational Foundation**

Upon a unit member's written authorization, the Board shall cause to have deducted from said individual's wages the prescribed amount as the individual's contribution to the Buckeye Schools Educational Foundation. Such authorization shall be revoked upon receipt of written notice from the unit member.

**10.06 Electronic Deposit**

All members shall have their pay electronically deposited into a financial institution for which direct deposit is available. Direct deposit verification forms will be distributed to

unit members on the day prior to paydays.

### **10.07 Job Sharing**

Any unit member(s) who has been employed by the district for at least three (3) years, may, upon such terms as may be jointly agreed among the individual unit member(s) involved, the Association, and the Superintendent, share a single position for which proper certification/license is held. The individual sharing a position with a unit member can be another current unit member or a long-term substitute. To be eligible for job-sharing the conditions and procedures listed below will apply.

1. The job-sharing application must be received, by the Superintendent, no later than April 15 preceding the job-sharing school year. The unit member may withdraw his/her application no later than July 10. Within ten (10) school days of receipt of the application, the committee named in item six (6) below shall meet and determine if the unit member filing the application qualifies for job-sharing.
2. The job-sharing partner must be found no later than August 1 preceding the job sharing year. The unit member and partner must comply with the provisions and conditions set forth in this section (10.07).
3. The job-sharing arrangement shall be for one (1) year and may be renewed for another one (1) year period. If it is not renewed, the unit member(s) will be returned to the position held prior to job sharing.
4. The search for a long-term substitute, who is to be the job-sharing partner or who is to fill the resulting vacant position when two current unit members are to share one position, will be the responsibility of the administration. The administration will actively search for such long-term substitute using its usual mechanism for finding individuals to fill any vacancy.
5. The criteria for determining if job-sharing will occur are:
  - a. An acceptable long-term substitute must be available.
  - b. The potential long-term substitute accepts the conditions of Section 1.012 of the Master Agreement.
  - c. The cost of the job-sharing (unit member and long-term substitute) or (two (2) current unit members and a long-term substitute) will be no greater than if the applicant(s) stayed in his/her current position(s) unless agreed to by the Board of Education.
  - d. The job-sharing partners must agree on the division and responsibilities of each job-share. (See Appendix N as an example)
6. Whether or not the criteria have been met shall be determined by a committee of three (3) unit members selected by the BLEA and two (2) administrators selected

by the Superintendent. Unless all members of the committee have had consensus-training, the Federal Mediation and Conciliation Service (FMCS) will be asked to provide such training prior to the committee convening.

## **ARTICLE XI** **ASSOCIATION RIGHTS AND PRIVILEGES**

### **11.01 Payroll Deductions of Association Dues**

- A. Association dues for bargaining unit members shall be deducted in equal amounts from one (1) paycheck of each month of October through June and shall immediately be transferred to the Treasurer of the Association. Association dues shall be deducted automatically by the District Treasurer without written authorization or prior notice.<sup>9</sup>
- B. The Treasurer of the Association shall notify the Board's Treasurer of the amount of dues and any changes as they occur.
- C. The Buckeye Local Education Association hereby indemnifies and holds harmless the Buckeye Local School District Board of Education wholly and individually, its administrative staff, its agents, and any acting on behalf of these against any legal action contesting the payment of Association dues.

## **ARTICLE XII** **EVALUATION**

### **12.01 Introduction**

#### **I. OTES & OCSES**

In accordance with Ohio Revised Code Section 3319.111, 3319.112, and 3319.113 the Board's adopted standards-based teacher evaluation policy is included in this Master Agreement, by reference, and physically in the Buckeye Evaluation Handbook for application to OTES and OCSES teachers. Prior to implementation of the policy for OTES and OCSES teachers, any effects of that policy on terms and conditions of employment must be bargained by the parties in accordance with law. Similarly, any subsequent revisions to that policy which affect terms and conditions of employment must be bargained prior to implementation.

All matters contained within the Board policy on OTES and OCSES shall be considered grievable under the grievance procedure contained within this contract.

The Board policy and guidelines will be provided to all OTES and OCSES teachers as contained in the Buckeye Evaluation Handbook, which will also be accessible to

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<sup>9</sup> The automatic payment of Association dues shall not apply to those members who have had, prior to the effective date of this Master Agreement, an arrangement with the Association to pay Association dues by other than payroll deduction. It shall be the responsibility of the Association to so notify the District Treasurer of such individuals, if any.

bargaining unit members online.

A. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher evaluation policy and related guidelines, and to regularly review the effectiveness of the policy and its related procedures and process, including forms, for the evaluation of teachers in the District.
2. In addition, the Evaluation Committee will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES members, OCSES and non-OCSES members.

Nothing herein shall be deemed to alter or otherwise affect the obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

3. Committee Composition
  - a. The committee shall be comprised of up to five (5) Association members appointed by the Association president and up to five (5) administrators appointed by the Superintendent.
  - b. Committee members shall be representative of elementary, junior high, high school, and specialty areas (e.g., music, art, special education) and programs within the District.
4. Committee Operation
  - a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
  - b. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
  - c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
  - d. Committee agendas will be developed by the committee. Initial topics for consideration in 2013-2014 will include:
    - i. The propriety of developing remediation plans or other interventions beyond those provided through growth and

improvement plans.



- e. All decisions of the committee, as set forth herein, will be achieved by consensus.
- f. At the initial committee meeting, the committee will develop the guidelines and ground rules by which the committee will operate.
- g. Members of the committee will receive necessary release time for committee work and training as determined by the committee.
- h. The committee may establish subcommittees to assist with their work.
- i. Subcommittees will be jointly appointed by the committee.
- j. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

5. Compensation/Release Time

In addition to any release time provided, any work authorized by the committee and performed outside of the contractual work day will be paid at \$25 per hour.

6. Committee Authority

- a. The committee is responsible for jointly developing, reviewing and recommending changes to the Board policy for teacher evaluation.
- b. Each year, the committee will discuss possible revisions or replacement of the evaluation and/or observation forms.
- c. The evaluation and observation forms are set forth in the Buckeye Evaluation Handbook for all bargaining unit members.
- d. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

B. Poorly Performing Teachers

- 1. OTES is a system designed to help and support all teachers.
- 2. Improvement Plans shall be developed for teachers who receive a rating of “Ineffective” or “Developing” as their performance rating in the preceding school year for the area(s) in which they are deficient. In most cases, a

Growth Plan shall be developed for a teacher who receives a rating of “Skilled” or “Accomplished.” An improvement plan may be written for teachers with ratings of “Skilled” or “Accomplished” if they are “ineffective” or “developing” in one or more areas of the rubric.

3. During the first (1<sup>st</sup>) year a teacher is on an improvement plan, due to his/her performance rating from the previous year, the District evaluator shall be appointed to the teacher. The second (2<sup>nd</sup>) year a teacher is placed on an improvement plan (within a five (5) year period) due to his/her performance rating, the teacher will have one (1) appointed District evaluator and one (1) District evaluator of his/her choice.
4. A teacher, with four (4) or more years of experience with Buckeye Local Schools, shall be deemed “poorly performing” and the District would have “just cause” to terminate if within a five (5) year consecutive time span, a teacher has been placed on an improvement plan while having a performance rating of “Ineffective” or “Developing” two (2) times and has not improved enough to be rated “Skilled” or “Accomplished.”
5. No teacher shall be terminated due to his/her evaluation when he/she has received a performance rating of “Skilled” or “Accomplished” in his/her most recent annual evaluation.

## II. Evaluation of Non-OTES or Non-OCSES Members

The policy and procedure which shall be utilized for bargaining unit members who are not OTES or OCSES teachers will be moved from this bargaining agreement and outlined in the Buckeye Evaluation Handbook. Any subsequent revisions to that policy which affect terms and conditions of employment must be bargained prior to implementation.

All matters contained within the Buckeye Evaluation Handbook on Non-OTES and Non-OCSES shall be considered grievable under the grievance procedure contained within this contract.

### **12.02 Open Appraisal**

The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a unit member shall be strictly prohibited.

### **12.03 Fair Consideration of Work Effort**

- A. No unit member shall be evaluated on his/her classroom performance except after fair and reasonable observations of the classroom work of the individual by the evaluator with the responsibility of evaluating that individual. Unit members receiving a mid-year rating of ineffective or developing will be observed again within the same school year. If the second observation results in another rating of ineffective or developing, then a third observation shall be made in the same school year.

- B. The evaluator shall use the forms within the Buckeye Evaluation Handbook for all formal evaluations, walkthroughs and observations.
- C. Nothing herein shall preclude the administration from observing the performance of a unit member in the normal course of his/her duties.

In addition to the evaluation and observation forms, the Buckeye Evaluation Handbook shall include OTES on the Go, PGP, improvement plan and the OTES/OCSES Rubrics.

#### **12.04 Correction of Deficiencies**

If an observation shows unsatisfactory progress toward a unit member's contract renewal, the evaluator shall promptly provide that individual with written recommendations for improvement, and shall work with the member to provide assistance in correcting deficiencies.

#### **12.05 Conflict with Law**

The procedures listed in Article XII shall supersede and take precedence over the requirements of O.R.C. 3319.11 and O.R.C. 3319.111, 3319.112 and 3319.113 specifically as they relate to evaluation.

### **ARTICLE XIII TERMINATION AND DISCIPLINARY PROCEDURES**

#### **13.01 Termination of Existing Contract**

Termination of a unit member's contract shall be according to O.R.C. 3319.16 and related provisions of the Ohio Revised Code.

#### **13.02 Disciplinary Actions**

The Board shall utilize progressive disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved. The purpose of discipline is to be corrective in nature.

An administrator may remind a unit member of the Board's policies, administrative regulations, the provisions of this agreement, and/or state/federal law without affecting any of the disciplinary provisions herein.

Whenever a unit member violates the provisions of this Agreement, Board policy, administrative regulations and/or state/federal law, the following progressive discipline steps may be applied as appropriate to the violation:<sup>10</sup>

- A. Verbal warnings are those that have been memorialized in writing and placed in the unit member's personnel file. These may not be challenged through the grievance process. Verbal warnings memorialized in writing must state the source of information about the specific action or inaction that constitutes the violation and cite the authority on which it is based. When the source is from other than the

administration, it shall be in general terms and specific individuals will not be named.

- B. Letters of reprimand which shall be placed in the unit member's personnel file must state, specifically, the source of information about the specific action or inaction that constitutes the violation and cite the authority on which it is based.
- C. The Board may suspend a unit member without pay (but continuing other benefits) for up to a maximum of ten (10) days per school year. The Superintendent may impose the suspension after providing the member with notice of the charge against him/her and an opportunity to appear before the Superintendent to explain his/her actions. The charge must state, specifically, the source of information about the specific action or inaction that constitutes the violation and cite the authority on which it is based.

Application of these provisions must be made within ten (10) school days of the administration's knowledge of the violation.

Any verbal warning placed in a unit member's personnel file shall be in effect for two (2) years from the date of issuance. After the two (2) year period has lapsed, the verbal warning will be removed upon request of the individual. The date of issuance shall be the date signed by the affected unit member or BLEA representative and the administrator making the charge.

Any verbal warning memorialized in writing, letter of reprimand or notice of suspension must be given to the unit member, in the presence of the BLEA building representative or his/her designee, prior to placement in the unit member's file. The unit member will be given the opportunity to sign the document attesting that he/she has had the opportunity to read it but not attesting to its accuracy. If the unit member does not sign the document, the BLEA building representative shall.

One (1) copy of any such document will be given to the charged unit member. One (1) copy will be placed in his/her file and one copy shall be given to the BLEA grievance chair.

Nothing herein shall preclude the Board of Education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

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<sup>10</sup> Customary standards of just cause will apply.

**ARTICLE XIV**  
**NON-RENEWAL**

The procedures contained in Article XIV supersede and take precedence over the requirements of O.R.C. 3319.11 as they relate to non-renewal.

**14.01 Non-Renewal of a Contract**

- A. The limited contract of a unit member who has been employed for more than three (3) full years in the Buckeye Local School District may be non-renewed by the Board only for good and just cause.

For limited contract teachers in years 4 through 7, a teacher's summative evaluations shall also be applicable to the determination of good and just cause for nonrenewal.

- B. The Board shall notify said unit member of its intention to non-renew the individual's contract on or before the 1<sup>st</sup> day of June of the year in which such limited contract expires. Notice of the Board's intention to non-renew the individual's contract shall include the reasons and the facts supporting the reasons for such consideration.
- C. A unit member so notified may, within ten (10) days of such notice, make a written demand for a hearing before the Board. A hearing will be scheduled within ten (10) days of such demand.
- D. At such hearing the school administrative authorities shall be present. The unit member may, on his/her own or through representation of his/her choice, present testimony, and make a statement to the Board in defense or mitigation.
- E. If after such hearing the Board believes that just cause exists for the non-renewal of the individual's contract, it shall give written notice to the unit member of its decision. The decision of the Board may be appealed to binding arbitration beginning at Step III of the Grievance Procedure.
- F. A year of service under this provision constitutes not less than one hundred twenty (120) days of service under a regular teaching contract in a particular school year.

**14.02 Non-Renewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three (3) Years or Less**

- A. For purposes of this section, a "probationary teacher" shall be considered to be a unit member employed under a limited contract who has been employed for three (3) or less full years of active teaching service in the Buckeye Local School District. A full year of service under this provision constitutes not less than one hundred twenty (120) days of service under a regular teaching contract in a particular school year.

- B. On or before June 1<sup>st</sup> of the year in which such limited contract expires, the probationary teacher may be notified by the Superintendent that the teacher will not be recommended to the Board for rehiring for the next school year. Prior to Board action on the limited contract, the probationary teacher shall have the right to meet with the Board in executive session with representation to present his/her case.
- C. To the extent permitted by law, this non-renewal procedure for probationary teachers supersedes all provisions of Ohio Revised Code 3319.11 and 3319.111, and such teacher shall have no right to challenge the non-renewal pursuant to the negotiated grievance procedure, Ohio Revised Code 3319.11 or 3319.111, or in any other legal forum.
- D. The provisions of Article XII, Evaluation, of this Agreement shall apply to probationary teachers for administrative use only.

## **ARTICLE XV**

### **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

#### **15.01 Purpose**

The Local Professional Development Committee (LPDC) shall review all certificate/license renewal applications for all certificated/licensed employees.

#### **15.02 Members**

The LPDC shall have a district-wide scope, and consist of five (5) members, three (3) selected by the BLEA and two (2) selected by the Superintendent. All members shall be employees of the District. The term of office for BLEA members shall be three (3) years. Members may be re-appointed for additional three-year terms. One BLEA member shall be selected each year, so the terms of office shall be rolling. The members selected by the Superintendent shall be appointed to serve two (2) year terms. Vacated un-expired terms of BLEA members shall be filled by the BLEA, and vacated un-expired terms of Superintendent appointed members shall be filled by the Superintendent. The Superintendent and the BLEA may each have one (1) alternate who may step in for the absence of a member.

#### **15.03 Chairperson / Meetings**

The membership of the LPDC shall elect a chairperson from its membership and other officers the committee deems necessary. Officers shall hold one (1) year terms, but may be reelected. A quorum shall be four (4) of five (5) members in order to conduct LPDC business. Meetings shall be called by the chairperson or by a majority of committee members upon petition to the chairperson. The chairperson shall preside over each meeting. There shall be at least two (2) meetings per year. A member who misses two (2) meetings for reasons not excused by the chairperson shall be removed from the LPDC.

#### **15.04 Function**

The LPDC shall review all certificate/license renewal applications for all certificated/licensed employees. This process shall include reviewing semester hours, Continuing Education Units (CEUs), and other approved activities that are submitted for credit toward certificate/license renewal. The LPDC bases recommendations for license/certificate renewal on the employee's Individual Professional Development Plan's compliance with the guidelines of the law and the District's Standards for Professional Development. When reviewing an employee's IPDP or credit proposal or certificate/license renewal applications, a majority of the LPDC shall consist of the employee's contemporaries (i.e. a majority of the LPDC shall consist of teachers when reviewing a teacher's IPDP, credit proposal or renewal application, and a majority of the LPDC shall consist of administrators when reviewing an administrator's IPDP, credit proposal or renewal application).

#### **15.05 Compensation**

Each committee member and the chairperson shall receive a supplemental contract. Each committee member shall be paid an annual salary of one thousand dollars (\$1,000.00) for each year of his/her term. The chairperson shall be paid three thousand dollars (\$3,000.00) per school year. If a person vacates his/her position, s/he shall be paid on a prorated basis through the end of the month during which s/he vacated the position. The annual stipend shall be paid half at the last payroll in January, and half at the last payroll of June.

#### **15.06 Appeal**

Written appeals shall be submitted to the LPDC chairperson within twenty (20) contract days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the LPDC. An appeal may be presented in person at the next regularly scheduled LPDC meeting. A written request for inclusion on the agenda should be given to the LPDC chairperson no later than three (3) work-days before that regularly scheduled LPDC meeting. Written notification of the appeal decision shall be provided within five (5) work-days following the LPDC meeting. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members of the mediation team must hold a current Ohio Department of Education certificate/license.

#### **15.07 Funding**

In order to fund the activities of the LPDC, the sum of \$2.50 shall be deducted from each pay (for 26 pays until the 2021-2022 school year, at which time it will be for 24 pays at a pro rated amount) of each unit member and all other certificated/licensed employees of the District.

## **15.08 Accountability Audit**

A joint committee of teachers and administrators shall audit the activities of the LPDC during the final year of this Agreement in order to ensure compliance with all LPDC procedures and guidelines.

## **ARTICLE XVI** **PROFESSIONAL STANDARDS**

### **16.01 Lesson Plans**

All teachers are responsible for preparing lesson plans using one (1) of the six (6) forms found in Appendix T. Lesson plan forms shall include the following components:

- The objective(s)/indicator(s) for the student(s) to meet the state standards (*The student will:*)
- Instructional Strategies (*The teacher will:*)
- Materials
- Assessments (*Formative and Summative*)
- Reference to state standards

It is highly recommended that teachers include Standards Based components such as:

- Plan for differentiation of instruction
- What do you want students to know? (*Nouns and noun phrases*)
- What do you want students to be able to do? (*Verbs related to student actions*)
- Concepts or Big Ideas – Why do students need to know and be able to do this? (*Students will understand that:*)
- Plan for various abilities and needs

Lesson plans for the week shall be turned in to the building administrator on the first work day of the week. The building Staff Management Relations Committee, by consensus, may alter this requirement for its building.

Teachers will be given time for the preparation of lesson plans. In preparing lesson plans, all teachers will be held to the standards set forth in this section. Lesson plans will be held in confidence by the administration except for use by substitute and special education teachers and where otherwise required by law.



### **16.02 Special Education Lesson Plans**

All special education teachers are responsible for preparing lesson plans on a teacher generated flexible form that includes the following required components: objectives, procedures, and assessment.

Optional unit lesson plans will be acceptable to the administration with a weekly copy of progress of any lesson carryover.

Special education teachers in inclusive settings will indicate the following on lesson plans: inclusive setting, accommodations, and modifications.

### **16.03 Intervention / Differentiation of Instruction**

All teachers acknowledge that they have obligations under Senate Bill 1, Ohio Revised Code, IDEIA, and Section 504 of the Rehabilitation Act with regards to intervention. They acknowledge their obligations regarding intervention/ differentiation of instruction and will meet the obligations on an individual basis, including but not limited to students with IEP's (Individual Education Plans), 504 Plans, gifted identification, and as part of the IAT (Individual Assistance Team) intervention strategy plan and data collection.

### **16.04 Every Student Succeeds Act**

The Board and the Association acknowledge the existence of the Every Student Succeeds Act and/or any Federally mandated policy, and they agree to work collaboratively to address the mandates of the Act.

## **ARTICLE XVII MISCELLANEOUS**

### **17.01 Job Descriptions**

The Board shall maintain written job descriptions on all positions for which contracts are offered, including supplemental positions. Any change to a job description shall conform to state and federal law, and shall be developed by the Superintendent in consultation with the Association and employee(s) who are currently fulfilling the position.

The written job description shall be included with all vacancy postings, and copies will be maintained in each building's library and the central office, and made available to unit members upon request.

### **17.02 Resident Educator Program**

#### **1. Purpose**

The Resident Educator Program for beginning teachers licensed after January 1,

2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills, knowledge and student achievement. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

2. Definitions

Resident Educator Program

The four year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. The requirements of the ODE govern the program.

Mentor and Facilitator

A Mentor is a teacher certified by the Ohio Department of Education for level one (1) and two (2), a trained Facilitator for level three (3) and four (4). At each level Mentors and Facilitators will provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

Resident Educator

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

Resident Educator Program Committee

The Resident Educator Program Committee (REPC) will be comprised of three (3) BLEA Unit members (selected by the Union President) and three (3) administrators (selected by the Superintendent). The REPC will write criteria, which will include an application process, for selection of eligible unit members to be certified to be Mentors. The REPC will write criteria to provide input for Mentors to be hired for level one (1) and two (2).

The REPC will meet and finalize criteria by October 16, 2017 and will meet bi-annually thereafter.

**ARTICLE XVIII**  
**SEVERABILITY**

Subject to the provisions of O.R.C. 4117.10(A), if any provision(s) of this Agreement is found to be contrary to law, then such provision(s) shall be inoperative, but the remaining provisions hereof shall continue in effect. Upon request of either the Association or the Board within ten (10) days after such finding the parties will meet solely for the purpose of negotiating the provision(s) affected.

**ARTICLE XIX**  
**THE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this contract each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, for the

life of this Agreement, the Board and the Association agree that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement, and with respect to any subject matter not specifically referred to or covered in this Agreement, except as provided by O.R.C. 4117.08(A), unless otherwise mutually agreed.

**ARTICLE XX**  
**MANAGEMENT RIGHTS**

Except as expressly limited by the provisions of this Agreement, the Board reserves and retains all managerial rights and responsibilities vested in it by law including, but not limited to, the right to determine matters of inherent managerial policy such as the employer's functions and programs, standards of services, overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means, or personnel by which Board operations are to be conducted; the right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees; the right to determine the adequacy of the workforce; the right to determine the overall mission of the employer and to take actions to carry out said mission; and the right to effectively manage the workforce.

**ARTICLE XXI**  
**DURATION**

This contract shall be in full force and effect from 12:00 A.M., July 1, 2020, through 11:59 P.M., June 30, 2023.

BUCKEYE LOCAL  
BOARD OF EDUCATION

By: [Signature]  
By: Jennifer Knapp  
By: Amy Doty  
By: [Signature]  
By: Don Hochman  
Date: 8/31/2021

BUCKEYE LOCAL  
EDUCATION ASSOCIATION

By: [Signature]  
By: Jody Kertch  
By: Julia Dill  
By: Carolyn Conance  
By: [Signature]  
Date: 8/31/2021

<b>APPENDIX A:</b>	GRIEVANCE REPORT FORM A
<b>APPENDIX B:</b>	GRIEVANCE REPORT FORM B
<b>APPENDIX C:</b>	BUCKEYE LOCAL SCHOOL DISTRICT SALARY SCHEDULE
<b>APPENDIX D:</b>	BUCKEYE LOCAL SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE
<b>APPENDIX E:</b>	PERFECT ATTENDANCE
<b>APPENDIX F:</b>	ASSAULT LEAVE FORM
<b>APPENDIX G:</b>	REQUEST FOR TRANSFER
<b>APPENDIX H:</b>	COORDINATION OF BENEFITS QUESTIONNAIRE
<b>APPENDIX I:</b>	REQUEST FOR FAMILY MEDICAL LEAVE
<b>APPENDIX J:</b>	FMLA CERTIFICATION FROM HEALTH CARE PROVIDER
<b>APPENDIX L:</b>	PROFESSIONAL MEETING SETTLEMENT
<b>APPENDIX M:</b>	LIMITED CONTRACT FOR EMPLOYMENT OF LONG-TERM SUBSTITUTE TEACHER
<b>APPENDIX N:</b>	JOB SHARING AGREEMENT
<b>APPENDIX O:</b>	SICK LEAVE BANK REQUEST FORM
<b>APPENDIX P:</b>	SICK LEAVE BANK NOTICE OF ACCEPTANCE/REJECTION
<b>APPENDIX Q:</b>	SICK LEAVE BANK DEPOSIT AUTHORIZATION FORM
<b>APPENDIX R:</b>	SICK LEAVE BANK COMPOSITE RECORD OF SICK LEAVE BANK USE
<b>APPENDIX S:</b>	VERBAL WARNING FORM
<b>APPENDIX T:</b>	LESSON PLAN
<b>APPENDIX U:</b>	DESCRIPTION OF HEALTH CARE BENEFITS
<b>APPENDIX V:</b>	REQUEST FOR CHANGE OF CONTRACT STATUS

**APPENDIX A**

**GRIEVANCE REPORT FORM A**

AGGRIEVED PERSON, OR PERSONS \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: \_\_\_\_\_

INITIATED ON LEVEL \_\_\_\_\_

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Have you discussed this with your principal?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what action has been taken so far?

\_\_\_\_\_  
Grievant

**APPENDIX B**

**GRIEVANCE REPORT FORM B**

**STEP I DECISION**

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PRINCIPAL IMMEDIATE SUPERVISOR

**STEP II DECISION**

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\_\_\_\_\_  
SUPERINTENDENT

**STEP III DECISION**

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\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

**NOTE: IF THE DECISION REQUIRES MORE SPACE, ATTACH PAGES AS APPROPRIATE AND SO NOTE.**

## APPENDIX C

2020-2021		41,229												
YEAR	BA	Salary Total BA	YEAR	BA +15	Salary Total BA+15	YEAR	MA	Salary Total MA	YEAR	MA +15	Salary Total MA+15	YEAR	MA +30	Salary Total MA+30
0	1.0000	41,229	0	1.0400	42,878	0	1.1000	45,352	0	1.1300	46,589	0	1.1700	48,238
1	1.0400	42,878	1	1.0800	44,527	1	1.1550	47,619	1	1.1900	49,063	1	1.2300	50,712
2	1.0800	44,527	2	1.1200	46,176	2	1.2100	49,887	2	1.2500	51,536	2	1.2900	53,185
3	1.1200	46,176	3	1.1600	47,826	3	1.2650	52,155	3	1.3100	54,010	3	1.3500	55,659
4	1.1600	47,826	4	1.2000	49,475	4	1.3200	54,422	4	1.3700	56,484	4	1.4100	58,133
5	1.2000	49,475	5	1.2400	51,124	5	1.3750	56,690	5	1.4300	58,957	5	1.4700	60,607
6	1.2400	51,124	6	1.2800	52,773	6	1.4300	58,957	6	1.4900	61,431	6	1.5300	63,080
7	1.2800	52,773	7	1.3200	54,422	7	1.4850	61,225	7	1.5500	63,905	7	1.5900	65,554
8	1.3200	54,422	8	1.3600	56,071	8	1.5400	63,493	8	1.6100	66,379	8	1.6500	68,028
9	1.3600	56,071	9	1.4000	57,721	9	1.5950	65,760	9	1.6700	68,852	9	1.7100	70,502
10	1.4000	57,721	10	1.4400	59,370	10	1.6500	68,028	10	1.7300	71,326	10	1.7700	72,975
11	1.4400	59,370	11	1.4800	61,019	11	1.7050	70,295	11	1.7900	73,800	11	1.8300	75,449
12	1.4800	61,019	12	1.5200	62,668	12	1.7600	72,563	12	1.8500	76,274	12	1.8900	77,923
13	1.5200	62,668	13	1.5600	64,317	13	1.8150	74,831	13	1.9100	78,747	13	1.9500	80,397
14	1.5600	64,317	14	1.6000	65,966	14	1.8700	77,098	14	1.9700	81,221	14	2.0100	82,870
15	1.5600	64,317	15	1.6000	65,966	15	1.8700	77,098	15	1.9700	81,221	15	2.0100	82,870
16	1.6000	65,966	16	1.6400	67,616	16	1.9200	79,160	16	2.0300	83,695	16	2.0800	85,756
17	1.6000	65,966	17	1.6400	67,616	17	1.9200	79,160	17	2.0300	83,695	17	2.0800	85,756
18	1.6400	67,616	18	1.6800	69,265	18	1.9750	81,427	18	2.0900	86,169	18	2.1400	88,230
19	1.6400	67,616	19	1.6800	69,265	19	1.9750	81,427	19	2.0900	86,169	19	2.1400	88,230
20	1.6400	67,616	20	1.6800	69,265	20	1.9750	81,427	20	2.0900	86,169	20	2.1400	88,230
21	1.6400	67,616	21	1.6800	69,265	21	1.9750	81,427	21	2.0900	86,169	21	2.1400	88,230
22	1.6400	67,616	22	1.6800	69,265	22	1.9750	81,427	22	2.0900	86,169	22	2.1400	88,230
23	1.6400	67,616	23	1.6800	69,265	23	1.9750	81,427	23	2.0900	86,169	23	2.1400	88,230
24	1.6400	67,616	24	1.6800	69,265	24	1.9750	81,427	24	2.0900	86,169	24	2.1400	88,230
25	1.6400	67,616	25	1.6800	69,265	25	1.9750	81,427	25	2.0900	86,169	25	2.1400	88,230
26	1.6400	67,616	26	1.6800	69,265	26	1.9750	81,427	26	2.0900	86,169	26	2.1400	88,230
27	1.6400	67,616	27	1.6800	69,265	27	1.9750	81,427	27	2.0900	86,169	27	2.1400	88,230
28	1.6400	67,616	28	1.6800	69,265	28	1.9750	81,427	28	2.0900	86,169	28	2.1400	88,230
29	1.6400	67,616	29	1.6800	69,265	29	1.9750	81,427	29	2.0900	86,169	29	2.1400	88,230
30	1.6400	67,616	30	1.6800	69,265	30	1.9750	81,427	30	2.0900	86,169	30	2.1400	88,230
31	1.6400	67,616	31	1.6800	69,265	31	1.9750	81,427	31	2.0900	86,169	31	2.1400	88,230
32	1.6400	67,616	32	1.6800	69,265	32	1.9750	81,427	32	2.0900	86,169	32	2.1400	88,230
33	1.6400	67,616	33	1.6800	69,265	33	1.9750	81,427	33	2.0900	86,169	33	2.1400	88,230
34	1.6400	67,616	34	1.6800	69,265	34	1.9750	81,427	34	2.0900	86,169	34	2.1400	88,230
35	1.6400	67,616	35	1.6800	69,265	35	1.9750	81,427	35	2.0900	86,169	35	2.1400	88,230

2021-2022 42,054

YEAR	BA	Salary Total BA	YEAR	BA +15	Salary Total BA15	YEAR	MA	Salary Total MA	YEAR	MA +15	Salary Total MA+15	YEAR	MA +30	Salary Total MA+30
0	1.0000	42,054	0	1.0400	43,736	0	1.1000	46,259	0	1.1300	47,521	0	1.1700	49,203
1	1.0400	43,736	1	1.0800	45,418	1	1.1550	48,572	1	1.1900	50,044	1	1.2300	51,726
2	1.0800	45,418	2	1.1200	47,100	2	1.2100	50,885	2	1.2500	52,567	2	1.2900	54,249
3	1.1200	47,100	3	1.1600	48,782	3	1.2650	53,198	3	1.3100	55,090	3	1.3500	56,772
4	1.1600	48,782	4	1.2000	50,464	4	1.3200	55,511	4	1.3700	57,613	4	1.4100	59,296
5	1.2000	50,464	5	1.2400	52,146	5	1.3750	57,824	5	1.4300	60,137	5	1.4700	61,819
6	1.2400	52,146	6	1.2800	53,829	6	1.4300	60,137	6	1.4900	62,660	6	1.5300	64,342
7	1.2800	53,829	7	1.3200	55,511	7	1.4850	62,450	7	1.5500	65,183	7	1.5900	66,865
8	1.3200	55,511	8	1.3600	57,193	8	1.5400	64,763	8	1.6100	67,706	8	1.6500	69,388
9	1.3600	57,193	9	1.4000	58,875	9	1.5950	67,075	9	1.6700	70,229	9	1.7100	71,912
10	1.4000	58,875	10	1.4400	60,557	10	1.6500	69,388	10	1.7300	72,753	10	1.7700	74,435
11	1.4400	60,557	11	1.4800	62,239	11	1.7050	71,701	11	1.7900	75,276	11	1.8300	76,958
12	1.4800	62,239	12	1.5200	63,921	12	1.7600	74,014	12	1.8500	77,799	12	1.8900	79,481
13	1.5200	63,921	13	1.5600	65,604	13	1.8150	76,327	13	1.9100	80,322	13	1.9500	82,004
14	1.5600	65,604	14	1.6000	67,286	14	1.8700	78,640	14	1.9700	82,846	14	2.0100	84,528
15	1.5600	65,604	15	1.6000	67,286	15	1.8700	78,640	15	1.9700	82,846	15	2.0100	84,528
16	1.6000	67,286	16	1.6400	68,968	16	1.9200	80,743	16	2.0300	85,369	16	2.0800	87,471
17	1.6000	67,286	17	1.6400	68,968	17	1.9200	80,743	17	2.0300	85,369	17	2.0800	87,471
18	1.6400	68,968	18	1.6800	70,650	18	1.9750	83,056	18	2.0900	87,892	18	2.1400	89,995
19	1.6400	68,968	19	1.6800	70,650	19	1.9750	83,056	19	2.0900	87,892	19	2.1400	89,995
20	1.6400	68,968	20	1.6800	70,650	20	1.9750	83,056	20	2.0900	87,892	20	2.1400	89,995
21	1.6400	68,968	21	1.6800	70,650	21	1.9750	83,056	21	2.0900	87,892	21	2.1400	89,995
22	1.6400	68,968	22	1.6800	70,650	22	1.9750	83,056	22	2.0900	87,892	22	2.1400	89,995
23	1.6400	68,968	23	1.6800	70,650	23	1.9750	83,056	23	2.0900	87,892	23	2.1400	89,995
24	1.6400	68,968	24	1.6800	70,650	24	1.9750	83,056	24	2.0900	87,892	24	2.1400	89,995
25	1.6400	68,968	25	1.6800	70,650	25	1.9750	83,056	25	2.0900	87,892	25	2.1400	89,995
26	1.6400	68,968	26	1.6800	70,650	26	1.9750	83,056	26	2.0900	87,892	26	2.1400	89,995
27	1.6400	68,968	27	1.6800	70,650	27	1.9750	83,056	27	2.0900	87,892	27	2.1400	89,995
28	1.6400	68,968	28	1.6800	70,650	28	1.9750	83,056	28	2.0900	87,892	28	2.1400	89,995
29	1.6400	68,968	29	1.6800	70,650	29	1.9750	83,056	29	2.0900	87,892	29	2.1400	89,995
30	1.6400	68,968	30	1.6800	70,650	30	1.9750	83,056	30	2.0900	87,892	30	2.1400	89,995
31	1.6400	68,968	31	1.6800	70,650	31	1.9750	83,056	31	2.0900	87,892	31	2.1400	89,995
32	1.6400	68,968	32	1.6800	70,650	32	1.9750	83,056	32	2.0900	87,892	32	2.1400	89,995
33	1.6400	68,968	33	1.6800	70,650	33	1.9750	83,056	33	2.0900	87,892	33	2.1400	89,995
34	1.6400	68,968	34	1.6800	70,650	34	1.9750	83,056	34	2.0900	87,892	34	2.1400	89,995
35	1.6400	68,968	35	1.6800	70,650	35	1.9750	83,056	35	2.0900	87,892	35	2.1400	89,995



2022-2023 42,895

YEAR	BA	Salary Total BA	YEAR	BA +15	Salary Total BA15	YEAR	MA	Salary Total MA	YEAR	MA +15	Salary Total MA+15	YEAR	MA +30	Salary Total MA+30
0	1.0000	42,895	0	1.0400	44,611	0	1.1000	47,185	0	1.1300	48,471	0	1.1700	50,187
1	1.0400	44,611	1	1.0800	46,327	1	1.1550	49,544	1	1.1900	51,045	1	1.2300	52,761
2	1.0800	46,327	2	1.1200	48,042	2	1.2100	51,903	2	1.2500	53,619	2	1.2900	55,335
3	1.1200	48,042	3	1.1600	49,758	3	1.2650	54,262	3	1.3100	56,192	3	1.3500	57,908
4	1.1600	49,758	4	1.2000	51,474	4	1.3200	56,621	4	1.3700	58,766	4	1.4100	60,482
5	1.2000	51,474	5	1.2400	53,190	5	1.3750	58,981	5	1.4300	61,340	5	1.4700	63,056
6	1.2400	53,190	6	1.2800	54,906	6	1.4300	61,340	6	1.4900	63,914	6	1.5300	65,629
7	1.2800	54,906	7	1.3200	56,621	7	1.4850	63,699	7	1.5500	66,487	7	1.5900	68,203
8	1.3200	56,621	8	1.3600	58,337	8	1.5400	66,058	8	1.6100	69,061	8	1.6500	70,777
9	1.3600	58,337	9	1.4000	60,053	9	1.5950	68,418	9	1.6700	71,635	9	1.7100	73,350
10	1.4000	60,053	10	1.4400	61,769	10	1.6500	70,777	10	1.7300	74,208	10	1.7700	75,924
11	1.4400	61,769	11	1.4800	63,485	11	1.7050	73,136	11	1.7900	76,782	11	1.8300	78,498
12	1.4800	63,485	12	1.5200	65,200	12	1.7600	75,495	12	1.8500	79,356	12	1.8900	81,072
13	1.5200	65,200	13	1.5600	66,916	13	1.8150	77,854	13	1.9100	81,929	13	1.9500	83,645
14	1.5600	66,916	14	1.6000	68,632	14	1.8700	80,214	14	1.9700	84,503	14	2.0100	86,219
15	1.5600	66,916	15	1.6000	68,632	15	1.8700	80,214	15	1.9700	84,503	15	2.0100	86,219
16	1.6000	68,632	16	1.6400	70,348	16	1.9200	82,358	16	2.0300	87,077	16	2.0800	89,222
17	1.6000	68,632	17	1.6400	70,348	17	1.9200	82,358	17	2.0300	87,077	17	2.0800	89,222
18	1.6400	70,348	18	1.6800	72,064	18	1.9750	84,718	18	2.0900	89,651	18	2.1400	91,795
19	1.6400	70,348	19	1.6800	72,064	19	1.9750	84,718	19	2.0900	89,651	19	2.1400	91,795
20	1.6400	70,348	20	1.6800	72,064	20	1.9750	84,718	20	2.0900	89,651	20	2.1400	91,795
21	1.6400	70,348	21	1.6800	72,064	21	1.9750	84,718	21	2.0900	89,651	21	2.1400	91,795
22	1.6400	70,348	22	1.6800	72,064	22	1.9750	84,718	22	2.0900	89,651	22	2.1400	91,795
23	1.6400	70,348	23	1.6800	72,064	23	1.9750	84,718	23	2.0900	89,651	23	2.1400	91,795
24	1.6400	70,348	24	1.6800	72,064	24	1.9750	84,718	24	2.0900	89,651	24	2.1400	91,795
25	1.6400	70,348	25	1.6800	72,064	25	1.9750	84,718	25	2.0900	89,651	25	2.1400	91,795
26	1.6400	70,348	26	1.6800	72,064	26	1.9750	84,718	26	2.0900	89,651	26	2.1400	91,795
27	1.6400	70,348	27	1.6800	72,064	27	1.9750	84,718	27	2.0900	89,651	27	2.1400	91,795
28	1.6400	70,348	28	1.6800	72,064	28	1.9750	84,718	28	2.0900	89,651	28	2.1400	91,795
29	1.6400	70,348	29	1.6800	72,064	29	1.9750	84,718	29	2.0900	89,651	29	2.1400	91,795
30	1.6400	70,348	30	1.6800	72,064	30	1.9750	84,718	30	2.0900	89,651	30	2.1400	91,795
31	1.6400	70,348	31	1.6800	72,064	31	1.9750	84,718	31	2.0900	89,651	31	2.1400	91,795
32	1.6400	70,348	32	1.6800	72,064	32	1.9750	84,718	32	2.0900	89,651	32	2.1400	91,795
33	1.6400	70,348	33	1.6800	72,064	33	1.9750	84,718	33	2.0900	89,651	33	2.1400	91,795
34	1.6400	70,348	34	1.6800	72,064	34	1.9750	84,718	34	2.0900	89,651	34	2.1400	91,795
35	1.6400	70,348	35	1.6800	72,064	35	1.9750	84,718	35	2.0900	89,651	35	2.1400	91,795

**APPENDIX D**  
**BUCKEYE LOCAL SCHOOL DISTRICT**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**BUCKEYE LOCAL SCHOOL DISTRICT**  
3044 COLUMBIA ROAD  
MEDINA, OH 44256

(2008-2009 – steps and base frozen at 2004-2005 B-O)

**2014 - 2017**

POSITION	0-3 years		4-6 years		7-10 years	
	RATE	SALARY	RATE	SALARY	RATE	SALARY
BASE		31,984				
FOOTBALL-HEAD	0.170	5437.28	0.180	5757.12	0.190	6076.96
FOOTBALL-ASST	0.135	4317.84	0.145	4637.68	0.155	4957.52
FOOTBALL-ASST	0.135	4317.84	0.145	4637.68	0.155	4957.52
FOOTBALL-ASST	0.135	4317.84	0.145	4637.68	0.155	4957.52
FOOTBALL-ASST	0.135	4317.84	0.145	4637.68	0.155	4957.52
FOOTBALL-HEAD 9TH	0.125	3998.00	0.135	4317.84	0.145	4637.68
FOOTBALL-ASST 9TH	0.115	3678.16	0.125	3998.00	0.135	4317.84
FOOTBALL-HEAD JR HIGH	0.095	3038.48	0.105	3358.32	0.115	3678.16
FOOTBALL-ASST JR HIGH	0.085	2718.64	0.095	3038.48	0.105	3358.32
FOOTBALL-ASST JR HIGH	0.085	2718.64	0.095	3038.48	0.105	3358.32
FOOTBALL-ASST JR HIGH	0.085	2718.64	0.095	3038.48	0.105	3358.32
BASKETBALL-HEAD BOYS	0.170	5437.28	0.180	5757.12	0.190	6076.96
BASKETBALL-HEAD GIRLS	0.170	5437.28	0.180	5757.12	0.190	6076.96
BASKETBALL-JV BOYS	0.135	4317.84	0.145	4637.68	0.155	4957.52
BASKETBALL-JV GIRLS	0.135	4317.84	0.145	4637.68	0.155	4957.52
BASKETBALL-9TH BOYS	0.115	3678.16	0.125	3998.00	0.135	4317.84
BASKETBALL-9TH GIRLS	0.115	3678.16	0.125	3998.00	0.135	4317.84
BASKETBALL-8TH BOYS	0.095	3038.48	0.105	3358.32	0.115	3678.16
BASKETBALL-8TH GIRLS	0.095	3038.48	0.105	3358.32	0.115	3678.16
BASKETBALL-7TH BOYS	0.095	3038.48	0.105	3358.32	0.115	3678.16
BASKETBALL-7TH GIRLS	0.095	3038.48	0.105	3358.32	0.115	3678.16
BK-ASST VAR & ELEM-GIRLS	0.135	4317.84	0.145	4637.68	0.155	4957.52
BK-ASST VAR & ELEM-BOYS	0.135	4317.84	0.145	4637.68	0.155	4957.52
WRESTLING-HEAD	0.170	5437.28	0.180	5757.12	0.190	6076.96
WRESTLING-JV	0.135	4317.84	0.145	4637.68	0.155	4957.52
WRESTLING-9TH	0.115	3678.16	0.125	3998.00	0.135	4317.84
WRESTLING-HEAD JR HIGH	0.095	3038.48	0.105	3358.32	0.115	3678.16
WRESTLING-ASST JR HIGH	0.085	2718.64	0.095	3038.48	0.105	3358.32
WRESTLING-ELEM COORD	0.135	4317.84	0.145	4637.68	0.155	4957.52

BASE	31,984.00					
<b>POSITION</b>	<b>0-3 years</b>		<b>4-6 years</b>		<b>7-10 years</b>	
	<b>RATE</b>	<b>SALARY</b>	<b>RATE</b>	<b>SALARY</b>	<b>RATE</b>	<b>SALARY</b>
BASEBALL-HEAD	0.125	3998.00	0.135	4317.84	0.145	4637.68
BASEBALL-VAR ASST	0.105	3358.32	0.115	3678.16	0.125	3998.00
BASEBALL-JV	0.105	3358.32	0.115	3678.16	0.125	3998.00
FRESHMAN BASEBALL	0.095	3038.48	0.105	3358.32	0.115	3678.16
SOFTBALL-HEAD	0.125	3998.00	0.135	4317.84	0.145	4637.68
SOFTBALL ASST	0.105	3358.32	0.115	3678.16	0.125	3998.00
SOFTBALL-JV	0.105	3358.32	0.115	3678.16	0.125	3998.00
TRACK-HEAD BOYS & GIRLS	0.145	4637.68	0.155	4957.52	0.165	5277.36
TRACK-VAR ASST	0.105	3358.32	0.115	3678.16	0.125	3998.00
TRACK-VAR ASST	0.105	3358.32	0.115	3678.16	0.125	3998.00
TRACK-VAR ASST	0.105	3358.32	0.115	3678.16	0.125	3998.00
TRACK-JR HIGH BOYS	0.095	3038.48	0.105	3358.32	0.115	3678.16
TRACK-JR HIGH BOYS ASST	0.085	2718.64	0.095	3038.48	0.105	3358.32
TRACK-JR HIGH GIRLS	0.095	3038.48	0.105	3358.32	0.115	3678.16
TRACK-JR HIGH GIRLS ASST	0.085	2718.64	0.095	3038.48	0.105	3358.32
VOLLEYBALL-HEAD	0.125	3998.00	0.135	4317.84	0.145	4637.68
VOLLEYBALL-ASST.	0.105	3358.32	0.115	3678.16	0.125	3998.00
VOLLEYBALL-JV	0.105	3358.32	0.115	3678.16	0.125	3998.00
VOLLEYBALL-9TH	0.095	3038.48	0.105	3358.32	0.115	3678.16
VOLLEYBALL-JR HIGH 8TH	0.085	2718.64	0.095	3038.48	0.105	3358.32
VOLLEYBALL-JR HIGH 7TH	0.085	2718.64	0.095	3038.48	0.105	3358.32
CROSS COUNTRY	0.090	2878.56	0.100	3198.40	0.110	3518.24
CROSS COUNTRY ASST	0.075	2398.80	0.085	2718.64	0.095	3038.48
CROSS COUNTRY JR HIGH	0.060	1919.04	0.070	2238.88	0.080	2558.72
STRENGTH COACH	0.070	2238.88	0.080	2558.72	0.090	2878.56
GOLF	0.090	2878.56	0.100	3198.40	0.110	3518.24
GOLF ASST	0.075	2398.80	0.085	2718.64	0.095	3038.48
GOLF - GIRLS	0.090	2878.56	0.100	3198.40	0.110	3518.24

BASE	31,984.00						
POSITION	0-3 years RATE	SALARY	4-6 years RATE	SALARY	7-10 years RATE	SALARY	
H.S. CHEERLEADERS	0.090	2878.56	0.100	3198.40	0.110	3518.24	
H.S. CHEERLEADERS ASST	0.075	2398.80	0.085	2718.64	0.095	3038.48	
H.S. CHEERLEADERS ASST	0.075	2398.80	0.085	2718.64	0.095	3038.48	
J.H. CHEERLEADERS	0.060	1919.04	0.070	2238.88	0.080	2558.72	
SOCCKER - HEAD BOYS	0.170	5437.28	0.180	5757.12	0.190	6076.96	
SOCCKER - HEAD GIRLS	0.170	5437.28	0.180	5757.12	0.190	6076.96	
SOCCKER - JV BOYS	0.135	4317.84	0.145	4637.68	0.155	4957.52	
SOCCKER - JV GIRLS	0.135	4317.84	0.145	4637.68	0.155	4957.52	
SOCCKER - VAR ASST BOYS	0.135	4317.84	0.145	4637.68	0.155	4957.52	
SOCCKER - VAR ASST GIRLS	0.135	4317.84	0.145	4637.68	0.155	4957.52	
ENGLISH DEPT HEAD	0.030	959.52	0.040	1279.36	0.050	1599.20	
MATH DEPT HEAD	0.030	959.52	0.040	1279.36	0.050	1599.20	
SCIENCE DEPT HEAD	0.030	959.52	0.040	1279.36	0.050	1599.20	
SOC STUDIES DEPT HEAD	0.030	959.52	0.040	1279.36	0.050	1599.20	
CAREER SCIENCE/BUSINESS	0.030	959.52	0.040	1279.36	0.050	1599.20	
FINE ARTS	0.030	959.52	0.040	1279.36	0.050	1599.20	
SPECIAL EDUCATION	0.030	959.52	0.040	1279.36	0.050	1599.20	
FRESHMAN CLASS ADV	0.020	639.68	0.030	959.52	0.040	1279.36	
SOPHMORE CLASS ADV	0.020	639.68	0.030	959.52	0.040	1279.36	
JUNIOR CLASS ADV	0.050	1599.20	0.060	1919.04	0.070	2238.88	
SENIOR CLASS ADV	0.050	1599.20	0.060	1919.04	0.070	2238.88	
JR CONCESSION COORD	0.030	959.52	0.040	1279.36	0.050	1599.20	
YEARBOOK ADV	0.070	2238.88	0.080	2558.72	0.090	2878.56	
NEWSPAPER-SR HIGH	0.050	1599.20	0.060	1919.04	0.070	2238.88	
NEWSPAPER-JR HIGH	0.025	799.60	0.035	1119.44	0.045	1439.28	
MARCHING & SUMMER BAND	0.170	5437.28	0.180	5757.12	0.190	6076.96	
MARCHING BAND ASST	0.135	4317.84	0.145	4637.68	0.155	4957.52	
MARCHING BAND ASST	0.135	4317.84	0.145	4637.68	0.155	4957.52	
FLAG CORP\SPECIAL PROJECT	0.135	4317.84	0.145	4637.68	0.155	4957.52	

POSITION	0-3 years		4-6 years		7-10 years	
	RATE	SALAR Y	RATE	SALAR Y	RATE	SALAR Y
BASE		31,984.00				
DRAMA - HS DIRECTOR	0.070	2238.88	0.080	2558.72	0.090	2878.56
DRAMA - VOCAL (MUSICAL)	0.050	1599.20	0.060	1919.04	0.070	2238.88
DRAMA - INSTRU (MUSICAL)	0.050	1599.20	0.060	1919.04	0.070	2238.88
DRAMA - SET DIRECTOR	0.040	1279.36	0.050	1599.20	0.060	1919.04
DRAMA-TECHNICAL DIRECTOR	0.040	1279.36	0.050	1599.20	0.060	1919.04
DIST AUDIO VISUAL TECHNICIAN	0.040	1279.36	0.050	1599.20	0.060	1919.04
STUDENT COUNCIL - HS	0.050	1599.20	0.060	1919.04	0.070	2238.88
STUDENT COUNCIL - JH	0.025	799.60	0.035	1119.44	0.045	1439.28
STUDENT COUNCIL - LT	0.015	479.76	0.025	799.60	0.035	1119.44
STUDENT COUNCIL - LV	0.015	479.76	0.025	799.60	0.035	1119.44
STUDENT COUNCIL - YK	0.015	479.76	0.025	799.60	0.035	1119.44
N.H.S. ADV	0.040	1279.36	0.050	1599.20	0.060	1919.04
ACADEMIC CHALLENGE ADV	0.040	1279.36	0.050	1599.20	0.060	1919.04
MOCK TRIAL ADVISOR	0.040	1279.36	0.050	1599.20	0.060	1919.04
STUDENT OF MONTH ADV	0.020	639.68	0.030	959.52	0.040	1279.36
POWER OF PEN ADV.	0.040	1279.36	0.050	1599.20	0.060	1919.04
POWER OF PEN ASST.	0.035	1119.44	0.045	1439.28	0.055	1759.12

**ANNUAL STIPENDS**

LPDC COMMITTEE CHAIRPERSON	3000.00
LPDC COMMITTEE	1000.00
LPDC COMMITTEE	1000.00
LPDC COMMITTEE	1000.00
LPDC COMMITTEE	1000.00
S.A.D.D.	500.00
SAFETY TOWN	1,000.00
RESIDENT EDUCATOR MENTOR	

(PER MENTEE)	
YEAR ONE	1,000.00
YEAR TWO	800.00
YEAR THREE	600.00
YEAR FOUR	400.00
8 <sup>th</sup> Grade Overnight Trip (Up to a maximum of ten (10) teachers per night)	\$100.00 per night
6 <sup>th</sup> Grade Camp (Up to a maximum of ten (10) teachers per night)	\$100.00 per night
College Credit Plus	\$750.00 per year

\*The Superintendent and the Supplemental Contract Committee shall have the right to add new supplemental positions.

\*\*Buckeye Local teachers will be paid at the 4-6 years level of the supplemental salary schedule with continuous service in the same supplemental position of four (4) years or more effective at the beginning of the 2009-2010 school year.

\*\*\*Non-Buckeye Local employees will be paid at the 0-3 years level of the supplemental salary schedule effective at the beginning of the 2009-2010 school year.

**APPENDIX E**  
**PERFECT ATTENDANCE**



**Buckeye Local Schools**

**Perfect Attendance Incentive Payment Form**



1. Members who use no sick, bereavement, or personal leave shall be compensated as outlined below.
2. Each building administrator will receive a copy of their employees' attendance records in May which is used to complete this form.
3. Members are responsible for ensuring receipt of this form from the building administrator. Members are encouraged to verify this form against their records.
4. Members must also meet with the building administrator to discuss and receive approval. Once the building administrator approves this form, he/she will forward to the Treasurer's office for payment. All forms must be turned in to the Treasurer's office 5 days after the last student day. Payments will be made in the 2<sup>nd</sup> pay of June. Failure to meet with building administration for approval shall serve as a forfeit of any incentive payment the member was eligible for.

MONTH		MONTH		MONTH		MONTH		MONTH	
August	\$30.00	October	\$60.00	Dec.	\$30.00	February	\$60.00	April	\$60.00
Sept.	\$60.00	Nov.	\$60.00	January	\$60.00	March	\$60.00	May	\$120.00



Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_ Department: \_\_\_\_\_



Months Eligible: Please highlight or circle the months approved in the above chart \_\_\_\_\_

Total Payment Due: \$ \_\_\_\_\_

Date Payment Approved: \_\_\_\_\_

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



Date Received: \_\_\_\_\_ Pay Date: \_\_\_\_\_

Amount Due: \_\_\_\_\_

**APPENDIX F**

**ASSAULT LEAVE FORM**

Name: \_\_\_\_\_ Date of Assault: \_\_\_\_\_

Location of the Assault: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Injuries Sustained: \_\_\_\_\_

\_\_\_\_\_

Name/Address of the attending physician, if any: \_\_\_\_\_

\_\_\_\_\_

Statement of events leading up to and following the assault:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date Submitted \_\_\_\_\_



**APPENDIX G**

**REQUEST FOR TRANSFER**

This section of the form is to be completed by the unit member and filed at the building office where he/she works or may be filed at the Superintendent's Office.

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

Current Position: \_\_\_\_\_ Position Desired: \_\_\_\_\_

Current Building: \_\_\_\_\_ Building Desired: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
-----

This section to be completed by the principal or superintendent.

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

**APPENDIX H**  
**BUCKEYE LOCAL SCHOOLS**

**MEMBERS WITH OR SEEKING FAMILY COVERAGE WHICH**  
**INCLUDES A SPOUSE MUST COMPLETE THIS FORM**  
**COORDINATION OF BENEFITS (COB) QUESTIONNAIRE**

(Documenting a Spouse's Access to Employer/Retirement Sponsored Medical Insurance)

Complete this form – if your spouse is enrolling in the BLSD Medical Plan.

BLSD Employee \_\_\_\_\_ SSN \_\_\_\_\_

Position \_\_\_\_\_ Bldg/Assignment \_\_\_\_\_

Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_

Spouse's Employer \_\_\_\_\_

Retired from a Public System? Y or N

**The BLSD COB (Coordination of Benefits) requires qualifying spouses of covered employees to join their employer's group or retiree health plan (on at least an individual/single coverage basis) where such availability to coverage exists and where he/she is required to pay single/individual coverage costs the spouse less than \$350 per month. Your spouse's claims will not be considered for payment until this form is completed and returned to the Board Treasurer. Note: Spouses of BLSD employees eligible for coverage through a public retirement system must enroll in such coverage as primary on at least a single/individual basis. If your spouse is required to pay less than \$350 per month for single medical and prescription insurance through his/her employer, he/she must complete a "change of coverage" form and return it to the Treasurer's office.**

**Amount your spouse must pay for SINGLE medical and prescription coverage through his/her employer: \$ \_\_\_\_\_ Open enrollment period at your spouse's employer (day/month format) \_\_\_\_\_**

**If your spouse is required to pay less than \$350 per month for single medical and prescription insurance through his/her employer, he/she must complete a "change of coverage" form and return it to the Treasurer's office.**

**IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE,**

**REGARDLESS OF COST, THROUGH A PUBLIC RETIREMENT SYSTEM, HE/SHE MUST ENROLL IN SUCH COVERAGE AS PRIMARY ON AT LEAST A SINGLE/INDIVIDUAL BASIS.**

**SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:**

If my spouse’s employment or access to employer sponsored health care status changes in the future, I understand that I am responsible for completing an Enrollment Form and COB Questionnaire within 31 days of the employment status /accessibility to employer sponsored health care or retiree health care change. If an Employee or Dependent (or anyone acting on behalf of either) makes a false statement or intentionally withholds information, and as a result coverage is provided which would otherwise not have been, or claim which would otherwise not be paid is paid, the Plan has the right to: 1) Recover any amounts paid as a result of the misrepresentation, and 2) Terminate coverage immediately, and 3) Recover damages, including legal fees, from the Employee or from any other person responsible for misleading the Plan, and from the person for whom the benefits were provided.

Employee  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Direct inquiries and return form to: The Office of the Treasurer**

**APPENDIX I**  
**REQUEST FOR FAMILY MEDICAL LEAVE**

Reference § 5.11 of the Master Agreement Between Buckeye Local  
Education Association and Buckeye Local Board of Education  
(to be filed at least 30 days in advance of leave)

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

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

I hereby request a leave of absence without pay from \_\_\_\_\_ to \_\_\_\_\_ for (circle one):

1. The birth of a child or the placement of a child with the Employee by way of adoption or foster care;
2. Care for a newborn, adopted child or foster care within one year of the child's arrival;
3. Care for a seriously ill child, parent or spouse; or
4. Employee's medical condition prevents him/her from doing his/her job.

Explain the reason for your request:

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

Does Employee's spouse work for the District?    Y    N

Would an intermittent or reduced leave schedule meet your needs?    Y    N

If yes, specify a schedule that would meet your needs:

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

\_\_\_\_\_  
Date

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

*FOR OFFICE USE ONLY*

*Employee's accumulated personal leave, sick leave and/or vacation leave:* \_\_\_\_\_

*Total unpaid leave, with benefits, Employee entitled to:* \_\_\_\_\_

*Intermittent or reduced leave schedule and alternative position Employee assigned to (if applicable):*

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

**APPENDIX J**  
**FAMILY MEDICAL LEAVE**  
**CERTIFICATION FROM HEALTH CARE PROVIDER**

Reference § 5.11 of the Master Agreement Between Buckeye Local  
Education Association and Buckeye Local Board of Education  
(to be submitted in a timely manner)

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

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

Reason for use of Family Medical Leave (circle one):

1. Care for a seriously ill child, parent or spouse; or
2. Employee's medical condition prevents him/her from doing his/her job.

If reason #1 has been circled above, indicate the name and relationship of the family member:

\_\_\_\_\_

Describe the nature of the illness, injury or disability (i.e. the health care provider should provide appropriate medical facts regarding the condition):

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

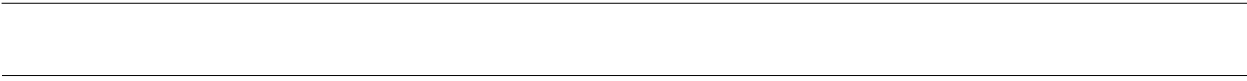
Name of treating health care provider: \_\_\_\_\_

Date on which the serious health condition commenced: \_\_\_\_\_

Probable duration of the condition: \_\_\_\_\_

\_\_\_\_\_

If reason #1 has been circled above, a statement that the Employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such Employee is needed to care for the son, daughter, spouse or parent:



**APPENDIX L**

**PROFESSIONAL MEETING SETTLEMENT**

Authorized by P. O. # \_\_\_\_\_

**RECEIPTS FOR ALL EXPENSES MUST BE ATTACHED**

Travel: \_\_\_\_\_ miles @ \_\_\_\_\_ ¢ \$ \_\_\_\_\_

Lodging: \_\_\_\_\_

Meals: \_\_\_\_\_

Registration fee: \_\_\_\_\_

Other: (Itemized) \_\_\_\_\_

Total request for reimbursement - - - - - \$ \_\_\_\_\_

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

Approved by Principal: \_\_\_\_\_

Rev 8/96





## APPENDIX N

### JOB SHARING AGREEMENT

Pursuant to, and for implementation of Article X, Section 10.08, Job Sharing of the Master Agreement between the Buckeye Local Education Association and the Buckeye Local Board of Education, the undersigned hereby agree:

1. Article X, Section 10.08 Job Sharing states in part: “*Any unit member(s) who have been employed by the District for at least three (3) years, may, upon such terms as may be jointly agreed among the individual unit member(s) involved, the Association, and the Superintendent, share a single position for which proper certification/license is held.*”
2. The single position at issue is the full-time ***BUILDING SUBJECT*** assignment currently held by **NAME**.
3. **EMPLOYEE NAME** is a unit member, and has duly made it known to the Superintendent and Association that he/she desires to share his/her position with another on a job-share basis for the \_\_\_\_\_ school year.
4. The single position shall be divided in two, each half consisting of 218 consecutive minutes. **EMPLOYEE NAME** shall be assigned the **MORNING OR AFTERNOON** session consisting of three (3) teaching periods, one-half (1/2) preparation period, and one-half (1/2) lunch period. The lunch period shall be the last fifteen minutes of her/his work day. Except as modified by this Agreement, work day shall be defined pursuant to Article VIII, Section 8.03 of the Master Agreement.
5. The salary for **EMPLOYEE NAME** shall be one-half of the appropriate salary shown on the negotiated salary schedule in the Master Agreement for her/his degree status and years of experience.
6. Insurance coverage shall be provided pursuant to Article IV, Section 4.01. In no event shall the Board be liable to **EMPLOYEE NAME** and her/his Job Sharing Partner, collectively, under this Job Sharing arrangement for coverage which would exceed the amount of coverage which one (1) full-time teacher would be entitled to receive under the Master Agreement.
7. Sick Leave and Personal Leave shall be earned and used in accordance with Article V, Sections 5.01 and 5.02 of the Master Agreement.
8. **EMPLOYEE NAME** shall be responsible for attending all parent teacher conferences, open houses, and other meetings as referred to in Article VIII, Sections 8.05 and 8.06 of the Master Agreement.
9. Except as may be altered by the specific provisions of this Agreement, all provisions of the Master Agreement shall apply to **EMPLOYEE NAME**.

10. This Agreement and the Job Sharing arrangement hereunder shall automatically terminate at the end of the \_\_\_\_\_ school year, without the need for any further notice or action by the Board. Termination of this Agreement/Job Sharing arrangement is not subject to challenge through the grievance procedure in the Master Agreement. Termination of this Agreement/Job Sharing arrangement prior to the end of the \_\_\_\_\_ school year shall only occur upon agreement of the parties. Upon termination of this Agreement, NAME shall be returned to a full-time position for which she/he is certificated, subject to the provisions of the Master Agreement including Article VII and XIII, unless a new Job Sharing Agreement is agreed to by the Board. This Job Sharing arrangement shall have no precedential value, and any subsequent decision between the same or different parties as to whether or not to enter into a Job Sharing arrangement is discretionary and is not subject to challenge through the grievance procedure in the Master Agreement.
11. This Agreement is contingent upon the Board's employment by August 1, \_\_\_\_\_, for the \_\_\_\_\_ school year, of a job sharing partner or a person deemed satisfactory to the Board under a Limited Contract for Employment of One-Half Time Long Term Substitute Teacher under Job Sharing Agreement, which document is hereby approved by the Board and Buckeye Local Education Association, and is attached hereto as Exhibit "B".

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**EMPLOYEE NAME**, Unit Member

\_\_\_\_\_  
 \_\_\_\_\_, President of Buckeye  
 Local Education Association

\_\_\_\_\_  
 \_\_\_\_\_, Superintendent of  
 Buckeye Local School District

**APPENDIX O**

***CATASTROPHIC SICK LEAVE BANK  
BUCKEYE LOCAL SCHOOLS***

**SICK LEAVE BANK**

**REQUEST FORM**

Name of individual needing the leave \_\_\_\_\_

Name of the individual making the request \_\_\_\_\_

Relationship to individual receiving leave \_\_\_\_\_

Number of days needed \_\_\_\_\_ Number of accumulated sick leave days remaining \_\_\_\_\_

Date on which leave is to begin \_\_\_\_\_

Reasons for the need (Be Specific) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that the information stated above is true to the best of my knowledge.

Signature of the individual making the request \_\_\_\_\_ Date \_\_\_\_\_

---

**For Committee Use Only**

**Comments:**

**Approved** \_\_\_\_\_

**Disapproved** \_\_\_\_\_

**CC: Treasurer's Office**

**APPENDIX P**

***CATASTROPHIC SICK LEAVE BANK  
BUCKEYE LOCAL SCHOOLS***

**SICK LEAVE BANK**

**NOTICE OF ACCEPTANCE/REJECTION**

In the matter of the request of \_\_\_\_\_ for \_\_\_\_\_ days of leave from the sick leave bank, the Catastrophic Sick Leave Bank Committee states the following:

1. The Committee Accepts \_\_\_\_\_ Rejects \_\_\_\_\_ the request.
2. The number of days to be available are all days contributed and needed not to exceed a maximum of \_\_\_\_\_ days.
3. The dates on which the leave days will be available are \_\_\_\_\_.

**IF THE COMMITTEE HAS “ACCEPTED” THE REQUEST, THIS NOTICE MUST BE SIGNED BY BOTH THE INDIVIDUAL MAKING THE REQUEST AND A MEMBER OF THE CATASTROPHIC SICK LEAVE BANK COMMITTEE PRIOR TO SUCH LEAVE BEING AVAILABLE.**

Signature of individual making the request \_\_\_\_\_ Date \_\_\_\_\_

Signature of a  
Catastrophic Sick Leave Bank Committee member \_\_\_\_\_ Date \_\_\_\_\_

**CC: Treasurer’s Office**

**APPENDIX Q**

**CATASTROPHIC SICK LEAVE BANK  
BUCKEYE LOCAL SCHOOLS**

**SICK LEAVE BANK**

**DEPOSIT AUTHORIZATION FORM**

Name \_\_\_\_\_ Building \_\_\_\_\_

Number of days given (*Not To Exceed Ten*) \_\_\_\_\_

These days are to be used by \_\_\_\_\_ for approved catastrophic sick leave.  
*Name of individual needing the leave*

I understand that I am under no obligation to give these days and that I do so voluntarily. I also understand that these days will be used only for the person listed above and will be deducted from my accumulated sick leave only if needed.

I authorize the number of days stated above to be deducted from my accumulated sick leave.

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

**CC: Treasurer's Office**

**APPENDIX R**

**CATASTROPHIC SICK LEAVE BANK  
BUCKEYE LOCAL SCHOOLS**

**SICK LEAVE BANK**

**COMPOSITE RECORD OF SICK LEAVE BANK USE**

This record is for leave requested by \_\_\_\_\_ No. of  
Days Approved \_\_\_\_\_

The individual needing the leave \_\_\_\_\_  
\_\_\_\_\_

Dates for which leave was approved \_\_\_\_\_  
\_\_\_\_\_

Name of Contributor	No. of Days Contributed	No. of Days Available, and Date Notice Was Given to the District's Treasurer.	Days Used & Deducted
---------------------	-------------------------	---	----------------------


<b>Totals</b>												
---------------	--	--	--	--	--	--	--	--	--	--	--	--

**CC: Treasurer's Office**

**APPENDIX S**  
**Discipline Procedures**  
**Verbal Warning Memorialized Form**

In accordance with Article XIII, Section 13.02 of the Master Agreement, Disciplinary Action, (*Unit member's name*) \_\_\_\_\_

Is hereby notified that because of the following charge, he/she is being issued a verbal warning.

(*Charge*) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The source of the information, which is the basis of the charge, came from personal observation by the undersigned administrator.
- The source of the information, which is the basis of the charge, came from: (*General Source*) \_\_\_\_\_

I, (*Unit member's Signature*) \_\_\_\_\_ attest that I have had the opportunity to read the above charge but do not necessarily attest to its accuracy.

I have witnessed the issuance of this form to the charged unit member.

(*Signature of the BLEA Building Representative/Designee*) \_\_\_\_\_ *Date* \_\_\_\_\_

- I choose to attach a rebuttal to this form.
- I am not attaching a rebuttal to this form.

(*Signature of Administrator Making the Charge*) \_\_\_\_\_ *Date* \_\_\_\_\_

# APPENDIX T

## LESSON PLAN

Grade: \_\_\_\_\_  
 Subject ; \_\_\_\_\_

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

Quarter: \_\_\_\_\_ Week: \_\_\_\_\_

Date	Day	Objective(s)/Indicator(s) (The student will:)	Instructional Strategies (The teacher will:)	Materials	Pre and Post Assessments (Formative and summative)	OCS
	Monday					
	Tuesday					
	Wednesday					
	Thursday					
	Friday					

OCS - Ohio Content Standards



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

Lesson Plans

Time: \_\_\_\_\_

Date	Procedure	Materials	Evaluation	Homework
Standard:	Assignment – Evaluation: Observation, work sample, quiz, test	Teacher Manual p. Overhead worksheet other		
Objective:				
Standard:	Assignment – Evaluation: Observation, work sample, quiz, test	Teacher Manual p. Overhead worksheet other		
Objective:				
Standard:	Assignment – Evaluation: Observation, work sample, quiz, test	Teacher Manual p. Overhead worksheet other		
Objective:				
Standard:	Assignment – Evaluation: Observation, work sample, quiz, test	Teacher Manual p. Overhead worksheet other		
Objective:				
Standard:	Assignment – Evaluation: Observation, work sample, quiz, test	Teacher Manual p. Overhead worksheet other		
Objective:				

**WEEKLY LESSON PLAN BY SUBJECT**

TIME: \_\_\_\_\_

TEXTBOOK: \_\_\_\_\_

DATE: \_\_\_\_\_

	<b>OBJECTIVE</b>	<b>Indicator</b>	<b>INSTRUCTIONAL STRATEGY</b>	<b>Instructional Materials</b>	<b>Pre and Post Assessment</b>
<b>MONDAY</b>			_____ lecture _____ teacher modeling _____ media presentations _____ small group _____ class/group discussion _____ question/answer _____ guided practice _____ independent practice _____ test _____ weekly _____ unit	_____ teacher's manual page# _____ _____ student text page# _____ _____ workbook page# _____ _____ practice master# _____ _____ supplemental# _____ _____ _____ reteach# _____ _____ _____ enrichment# _____ _____ _____ manipulative _____ related equipment	
<b>TUESDAY</b>			_____ lecture _____ teacher modeling _____ media presentations _____ small group _____ class/group discussion _____ question/answer _____ guided practice _____ independent practice _____ test _____ weekly _____ unit	_____ teacher's manual page# _____ _____ student text page# _____ _____ workbook page# _____ _____ practice master# _____ _____ supplemental# _____ _____ _____ reteach# _____ _____ _____ enrichment# _____ _____ _____ manipulative _____ related equipment	

<b>WEDNESDAY</b>			<input type="checkbox"/> lecture <input type="checkbox"/> teacher modeling <input type="checkbox"/> media presentations <input type="checkbox"/> small group <input type="checkbox"/> class/group discussion <input type="checkbox"/> question/answer <input type="checkbox"/> guided practice <input type="checkbox"/> independent practice <input type="checkbox"/> test ___ weekly <input type="checkbox"/> unit	<input type="checkbox"/> teacher's manual page# _____ <input type="checkbox"/> student text page# _____ <input type="checkbox"/> workbook page# _____ <input type="checkbox"/> practice master# _____ <input type="checkbox"/> supplemental# _____ _____ <input type="checkbox"/> reteach# _____ _____ <input type="checkbox"/> enrichment# _____ _____ <input type="checkbox"/> manipulative <input type="checkbox"/> related equipment	
<b>THURSDAY</b>			<input type="checkbox"/> lecture <input type="checkbox"/> teacher modeling <input type="checkbox"/> media presentations <input type="checkbox"/> small group <input type="checkbox"/> class/group discussion <input type="checkbox"/> question/answer <input type="checkbox"/> guided practice <input type="checkbox"/> independent practice <input type="checkbox"/> test ___ weekly <input type="checkbox"/> unit	<input type="checkbox"/> teacher's manual page# _____ <input type="checkbox"/> student text page# _____ <input type="checkbox"/> workbook page# _____ <input type="checkbox"/> practice master# _____ <input type="checkbox"/> supplemental# _____ _____ <input type="checkbox"/> reteach# _____ _____ <input type="checkbox"/> enrichment# _____ _____ <input type="checkbox"/> manipulative <input type="checkbox"/> related equipment	

<b>FRIDAY</b>			<input type="checkbox"/> lecture <input type="checkbox"/> teacher modeling <input type="checkbox"/> media presentations <input type="checkbox"/> small group <input type="checkbox"/> class/group discussion <input type="checkbox"/> question/answer <input type="checkbox"/> guided practice <input type="checkbox"/> independent practice <input type="checkbox"/> test <input type="checkbox"/> weekly <input type="checkbox"/> unit	<input type="checkbox"/> teacher's manual page# <input type="text"/> <input type="checkbox"/> student text page# <input type="text"/> <input type="checkbox"/> workbook page# <input type="text"/> <input type="checkbox"/> practice master# <input type="text"/> <input type="checkbox"/> supplemental# <input type="text"/> <input type="text"/> <input type="checkbox"/> reteach# <input type="text"/> <input type="text"/> <input type="checkbox"/> enrichment# <input type="text"/> <input type="text"/> <input type="checkbox"/> manipulative <input type="checkbox"/> related equipment	
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**LESSON PLANS**

Date \_\_\_\_\_

M    Tu    W    Th    F

**Subject/Day:**

**Subject/Day:**

**Subject/Day:**

**Time:**

**Time:**

**Time:**

<p><b>Objective(s):</b> The student should be able to:</p>	<p><b>Objective(s):</b> The student should be able to:</p>	<p><b>Objective(s):</b> The student should be able to:</p>
<p><b>Indicator:</b></p>	<p><b>Indicator:</b></p>	<p><b>Indicator:</b></p>
<p><b>Instructional Strategies:</b>          ___ Guided Instruction          ___ Co-Op Learning          ___ Independent Work          ___ Small Group          ___ Textbook (pp. _____)          ___ Workbook (pp. _____)          ___ Practice Sheet _____</p>	<p><b>Instructional Strategies:</b>          ___ Guided Instruction          ___ Co-Op Learning          ___ Independent Work          ___ Small Group          ___ Textbook (pp. _____)          ___ Workbook (pp. _____)          ___ Practice Sheet _____</p>	<p><b>Instructional Strategies:</b>          ___ Guided Instruction          ___ Co-Op Learning          ___ Independent Work          ___ Small Group          ___ Textbook (pp. _____)          ___ Workbook (pp. _____)          ___ Practice Sheet _____</p>
<p><b>Materials/Resources:</b></p>	<p><b>Materials/Resources:</b></p>	<p><b>Materials/Resources:</b></p>
<p><b>Pre and Post Assessment:</b>          ___ Assignment checked (not graded)          ___ Conference with student          ___ Graded assignment          ___ Homework          ___ Oral response/Teacher observation          ___ Project/Presentation          ___ Test/Quiz          ___ Rubric</p>	<p><b>Pre and Post Assessment:</b>          ___ Assignment checked (not graded)          ___ Conference with student          ___ Graded assignment          ___ Homework          ___ Oral response/Teacher observation          ___ Project/Presentation          ___ Test/Quiz</p>	<p><b>Pre and Post Assessment:</b>          ___ Assignment checked (not graded)          ___ Conference with student          ___ Graded assignment          ___ Homework          ___ Oral response/Teacher observation          ___ Project/Presentation</p>

<input type="checkbox"/> Other:	<input type="checkbox"/> Rubric <input type="checkbox"/> Other:	<input type="checkbox"/> Test/Quiz <input type="checkbox"/> Rubric <input type="checkbox"/> Other:
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TEACHER \_\_\_\_\_

Grade \_\_\_\_\_

Subject/day:

Subject/Day:

Subject/Day:

Time:

Time:

Time:

<p><b>Objective(s):</b> The student should be able to:</p>	<p><b>Objective(s):</b> The student should be able to:</p>	<p><b>State Standard(s)</b></p> <hr/> <p><b>Accommodations:</b> (use student initial or code)          Extended Time _____          Preferential Seating _____          Segmented Assignments _____          Assignment Length _____          Communication Methods _____          Peer Tutor _____          Other: _____</p>
<p><b>Indicator:</b></p>	<p><b>Indicator:</b></p>	<p><b>Remediation:</b></p> <p><b>M:</b></p> <p><b>T:</b></p> <p><b>W:</b></p> <p><b>T:</b></p> <p><b>F:</b></p> <hr/> <p><b>Enrichment:</b></p> <p><b>M:</b></p> <p><b>T:</b></p> <p><b>W:</b></p> <p><b>T:</b></p> <p><b>F:</b></p>
<p><b>Instructional Strategies:</b></p> <p>___ Guided Instruction          ___ Co-Op Learning          ___ Independent Work          ___ Small Group          ___ Textbook          (pp. _____)          ___ Workbook          (pp. _____)          ___ Practice Sheet _____</p>	<p><b>Instructional Strategies:</b></p> <p>___ Guided Instruction          ___ Co-Op Learning          ___ Independent Work          ___ Small Group          ___ Textbook (pp. _____)          ___ Workbook (pp. _____)          ___ Practice Sheet _____</p>	<p><b>Non-Instructional Activities:</b></p>
<p><b>Materials/Resources:</b></p>	<p><b>Materials/Resources:</b></p>	
<p><b>Assessment:</b></p> <p>___ Assignment checked (not graded)          ___ Conference with student          ___ Graded assignment</p>	<p><b>Assessment:</b></p> <p>___ Assignment checked (not graded)          ___ Conference with student          ___ Graded assignment</p>	

<input type="checkbox"/> Homework <input type="checkbox"/> Oral response/Teacher observation <input type="checkbox"/> Project/Presentation <input type="checkbox"/> Test/Quiz <input type="checkbox"/> Rubric <input type="checkbox"/> Other	<input type="checkbox"/> Homework <input type="checkbox"/> Oral response/Teacher observation <input type="checkbox"/> Project/Presentation <input type="checkbox"/> Test/Quiz <input type="checkbox"/> Rubric <input type="checkbox"/> Other
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Dates:

Thursday	Wednesday	Tuesday	Monday
Students arrive, check in, sharpen pencils, put coats and bags away	Announcements, Pledge, Take and send Lunch Count to cafeteria and attendance to the office		
Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:	Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:	Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:	Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:
Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:	Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:	Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:	Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:

Friday		Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:		
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Dates:

Monday				Intervention and Reinforcement	
Tuesday			Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:		
Wednesday			Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:		
Thursday			Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:		

Friday			Indicator(s): Materials: Procedure: The teacher will Pre & Post Assessment:		
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## Appendix U PLAN DESIGN

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services  
Medical Mutual : Plan 1

Coverage Period: 07/01/2017 - 06/30/2018  
Coverage for: Single or Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$150/single,\$300/family Network \$250/single,\$500/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$500/single,\$1,000/family Network \$2,500/single,\$5,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		a Network Provider (You will pay the least)	a Non-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$10 copay/visit	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$10 copay/visit	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge after <u>deductible</u>	30% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge after <u>deductible</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	<u>deductible</u> , \$10 copay/visit	30% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a>	Drug Out of Pocket Limit - Single	\$2,000	Does Not Apply	None
	Drug Out of Pocket Limit - Family	\$4,000	Does Not Apply	None
	Generic copay - retail Tier 1	\$5	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$10	Does Not Apply	Covers up to a 90-day supply.
	Single source brand copay - retail Tier 2	\$10	Does Not Apply	Covers up to a 30-day supply.
	Single source brand copay - home delivery Tier 2	\$20	Does Not Apply	Covers up to a 90-day supply.
	Multi source brand copay - retail Tier 2	\$10	Does Not Apply	Covers up to a 30-day supply.
	Multi source brand copay - home delivery Tier 2	\$20	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		a Network Provider (You will pay the least)	a Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$10 copay/visit		None
	<u>Emergency medical transportation</u>	No charge after deductible		None
	<u>Urgent care</u>	\$10 copay/visit	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		a Network Provider (You will pay the least)	a Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	<u>Deductible</u> , \$10 copay/visit	30% <u>coinsurance</u>	(60 visits per benefit period), (3 visits per day)
	<u>Rehabilitation services</u> (Physical Therapy)	<u>Deductible</u> , \$10 copay/visit	30% <u>coinsurance</u>	(60 visits per benefit period, combined with Occupational and Speech Therapy)
	<u>Habilitation services</u> (Occupational Therapy)	<u>Deductible</u> , \$10 copay/visit	30% <u>coinsurance</u>	(60 visits per benefit period, combined with Physical & Speech Therapy)
	<u>Habilitation services</u> (Speech Therapy)	<u>Deductible</u> , \$10 copay/visit	30% <u>coinsurance</u>	(60 visits per benefit period, combined with Physical & Occupational Therapy)
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(60 days per benefit period)
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Hospice services</u>	<u>deductible</u> , \$10 copay/visit at Professional; 10% <u>coinsurance</u> at facility	30% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service



**Excluded Services & Other Covered Services:**

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"><li>• Children's dental check-up</li><li>• Children's glasses</li><li>• Cosmetic Surgery</li><li>• Dental Care (Adult)</li></ul>	<ul style="list-style-type: none"><li>• Hearing Aids</li><li>• Infertility Treatment</li><li>• Long-Term Care</li><li>• Non-emergency care when traveling outside the U.S.</li></ul>	<ul style="list-style-type: none"><li>• Private-Duty Nursing</li><li>• Routine Foot Care</li><li>• Weight Loss Programs</li></ul>

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"><li>• Acupuncture</li><li>• Bariatric Surgery</li></ul>	<ul style="list-style-type: none"><li>• Chiropractic Care</li></ul>	<ul style="list-style-type: none"><li>• Routine Eye Care (Adult)</li></ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform), your state insurance department at 800-686-1526 and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or [ccio.cms.gov](http://ccio.cms.gov). Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [HealthCare.gov](http://HealthCare.gov) or call 800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform), your state insurance department at 800-686-1526 or your plan at 800-540-2583.

**Does this plan provide Minimum Essential Coverage? Yes.**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet Minimum Value Standards? Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.



- n The plan's overall deductible \$150
- n Specialist copay \$10
- n Hospital (facility) coinsurance 10%
- n Other coinsurance 10%

This EXAMPLE event includes services like:  
 Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$150
Copayments	\$20
Coinsurance	\$400

<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$630

- n The plan's overall deductible \$150
- n Specialist copay \$10
- n Hospital (facility) coinsurance 10%
- n Other coinsurance 10%

This EXAMPLE event includes services like:  
 Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$500
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Joe would pay is	\$660

- n The plan's overall deductible \$150
- n Specialist copay \$10
- n Hospital (facility) coinsurance 10%
- n Other coinsurance 10%

This EXAMPLE event includes services like:  
 Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
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In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$150
Copayments	\$60
Coinsurance	\$10

<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$220

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

**Effective with Year 2 of the Contract (2021-2022 School Year), the following Plan design and coverage limits will apply:**

**Deductible**

In Network		Out of Network	
Single	Family	Single	Family
\$250	\$500	\$350	\$700

**Out of Pocket Max (Including Deductible)**

In Network		Out of Network	
Single	Family	Single	Family
\$750	\$1,500	\$2,500	\$5,000

**Co-Insurance**

In Network		Out of Network	
Single	Family	Single	Family
80/20	80/20	70/30	70/30

**Office Visit Copays**

ER copay	\$50
UC copay	\$10
SPC copay	\$10
PCP copay	\$10

RxRetail	\$10/\$20/\$35
Rx Mail Order	\$20/\$40/\$70
Rx MOOP	Federal Max minus Med MOOP

**SCHEDULE OF BENEFITS COMPREHENSIVE MAJOR MEDICAL  
BENEFITS**

**Precertification Review:** Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the Plan may be reduced.

**All benefits will be based upon Allowed Amount**

Overall Benefit Period Maximum ..... Unlimited  
(with the exception of the Lifetime Maximum of \$15,000.00 on Weight Loss Surgical Services)

**Network (PPO Network Providers)**

Calendar Year Deductible:

Per Individual .....\$250.00  
Per Family.....\$500.00

After the Deductible is met all eligible charges will be paid at 80% until the Out-of- Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including any applicable Copayments, Deductible and Coinsurance):

Per Individual .....\$750.00  
Per Family..... \$1,500.00

**Non-Network (Non-PPO Network Providers)**

Calendar Year Deductible:

Per Individual .....\$350.00  
Per Family.....\$700.00

After the Deductible is met all eligible charges will be paid at 70% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Copayments, Deductible and Coinsurance):

Per Individual ..... \$2,500.00  
Per Family..... \$5,000.00

**Network and Non-Network Do Not Cross Apply**

**COVERED SERVICES**

<b><u>Subject to Deductible unless otherwise stated:</u></b>	<b>Percentage Payable</b>	
	<b><u>Network</u></b>	<b><u>Non-Network</u></b>
<b><u>Emergency Services</u></b>		
Emergency Room (Medical/Accident).....	\$50 Copay then 100% no Deductible	
Copay waived if admitted		
Emergency Room Ancillaries and Physician.....	100% no Deductible	
<b><u>Inpatient Services</u></b>		
Anesthesia.....	80%	70%
Consultations.....	80%	70%
Newborn Care.....	80%	70%
Institutional Services (precertification is required) .....	80%	70%
Physical Medicine and Rehabilitation .....	80%	70%
Professional Services.....	80%	70%
Skilled Nursing Facility (60 days per Benefit Period maximum) .....	80%	70%
Surgical Services .....	80%	70%
<b><u>Mental Illness, Alcoholism and Drug Abuse</u></b>		
In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.		
<b><u>Office Visit (Illness/Injury)</u></b>		
Physician Office Visit/Consultations.....	\$10 Copay then 100% no Deductible	70%
Exam only. Including Scheduled Telemedicine Services.		
Specialist Office Visit/ Consultations.....	\$10 Copay then 100% no Deductible	70%
Exam only. Including Scheduled Telemedicine Services.		
Urgent Care Provider Office Visits.....	\$10 Copay then 100% no Deductible	70%
Includes facility and all related services		
<b><u>Outpatient Services</u></b>		
Allergy Testing/Treatment.....	80%	70%
Diagnostic Imaging.....	Deductible, then \$10 Copay, then 100%	70%
Diagnostic Lab/Medical Tests/X-ray.....	100%	70%
Diabetic Education and Training only (not required by PPACA).....	80%	70%
Home Health Care.....	Deductible, then \$10 Copay, then 100%	70%
60 visits per Benefit Period maximum		

**COVERED SERVICES**

<b><u>Subject to Deductible unless otherwise stated:</u></b>	<b>Percentage Payable</b>	
	<b><u>Network</u></b>	<b><u>Non-Network</u></b>
<b><u>Outpatient Services continued</u></b>		
Pre-Admission Testing.....	80%	70%
Surgical Services.....	80%	70%
Including: oral surgery, anesthesia, assistant surgeon, surgery professional and surgery facility		
<b><u>Outpatient Therapy</u></b>		
Cardiac Rehabilitation.....	\$10 Copay then 100% no Deductible	70%
36 visits per Benefit Period maximum		
Chemotherapy and Radiation Therapy.....	80%	70%
Chiropractic.....	Deductible, then \$10 Copay, then 100%	70%
20 visits per Benefit Period maximum		
Dialysis Treatment.....	80%	70%
Hyperbaric and Respiratory Therapy.....	80%	70%
Occupational, Physical and Speech Therapy.....	Deductible, then \$10 Copay, then 100%	70%
60 visits per Benefit Period maximum combined		
Pulmonary Therapy.....	\$10 Copay then 100% no Deductible	70%
20 visits per Benefit Period maximum		
<b><u>Preventive/Wellness</u></b>		
Health Care Reform Preventive Benefits.....	100% no Deductible	70%
Women’s Preventive Health Benefits.....	100% no Deductible	70%
Immunizations (all immunizations).....	100% no Deductible	70%
Physical Exam.....	100% no Deductible	70%
Age 21 and over; For males: 1 per Benefit Period maximum; For females: 2 per Benefit Period maximum Prostate		
Exam.....	100% no Deductible	70%
Vision Exam (age 21 and over; 1 per Benefit Period maximum).....	100% no Deductible	70%
Bone Density Tests (1 per Benefit Period maximum).....	100% no Deductible	70%
Endoscopic Services*.....	required by PPACA: 100% no Deductible not required by PPACA: 80%	70%
* Colonoscopy ages 50 and over and as required by PPACA		
Lab, Medical Tests and X-rays.....	100% no Deductible	70%
Mammogram.....	100% no Deductible	70%
Ages 35-40: limited to 1; Ages 40 and over: 1 per Benefit Period maximum		

**COVERED SERVICES**

<b><u>Subject to Deductible unless otherwise stated:</u></b>	<b>Percentage Payable</b>	
	<b><u>Network</u></b>	<b><u>Non-Network</u></b>
<b><u>Preventive/Wellness continued</u></b>		
Pap Tests.....100% no Deductible Includes GYN exam; 1 per Benefit Period maximum	70%	70%
PSA Tests (1 per Benefit Period maximum).....100% no Deductible	70%	70%
Well Child Care (birth to age 21).....100% no Deductible Including, but not limited to, exams, hearing and vision exams, immunizations and labs	70%	70%
<b><u>Additional Services</u></b>		
Abortions (spontaneous miscarriages and therapeutic only).....80%	80%	70%
Ambulance.....100% Applies towards the Network Deductible only	100%	100%
Autism Spectrum Disorders.....80% Only the following outpatient services are covered: Up to age 14; Occupational and Speech Therapy: 20 visits per Benefit Period maximum each; Mental Health and Physical Therapy: unlimited	80%	70%
Applied Behavior Analysis (ABA).....80% Up to age 14; limited to 20 hours per week	80%	70%
Durable Medical Equipment.....80% Including wigs (2 per Benefit Period maximum) and bras following mastectomy (2 per Benefit Period maximum)	80%	70%
Hospice.....Inpatient: 80% Outpatient: Deductible, then \$10 Copay, then 100%	80%	70%
Infertility Testing.....80%	80%	70%
Learning Disorders.....Benefits are paid based on the services rendered		
Medical Supplies.....80%	80%	70%
Oral Accident.....80%	80%	70%
Organ Transplant.....80%	80%	70%
Sleep Disorder.....Benefits are paid based on the services rendered		
Therapeutic Injections.....80%	80%	70%
TMJ (1 per Lifetime Maximum).....80%	80%	70%
Weight Loss Surgical Services (Bariatric Surgery).....80% Ages 22 and over; \$15,000.00 Lifetime Maximum. Including any repairs, revisions or modifications of such surgery services.	80%	70%

### PRESCRIPTION DRUG BENEFITS

Preventive Prescription Drugs in compliance with PPACA ..... Plan pays 100% Retail Copayment

(30-day supply):

Generic.....	\$10.00
Formulary .....	\$20.00
Non-Formulary .....	\$35.00

Mail Order Copayment (90-day supply):

Generic.....	\$20.00
Formulary .....	\$40.00
Non-Formulary .....	\$70.00

Specialty Prescription Drugs.....Applicable Drug Tier Copay as shown above applies Out-of-Pocket

Maximum per Calendar Year:

Per Individual.....	Federal Maximum minus Medical Out of Pocket Maximum
Per Family .....	Federal Maximum minus Medical Out of Pocket Maximum

However, if a brand name Prescription Drug is purchased when a generic Prescription Drug is available and medically appropriate (as determined by the Covered Person's Physician), the difference between the cost of the generic and brand name Prescription Drug that the Covered Person pays is not counted toward the Out-of-Pocket Maximum.

This Plan covers three 30-day fills of medications you take regularly at any pharmacy in our network. After that, you can choose to have 90-day supplies of your long-term medications delivered by CVS Caremark Mail Service Pharmacy or pick them up at any CVS Pharmacy. After three fills, you can continue to receive 30-day supplies of long-term medications at any network pharmacy. You must first contact us at 800-776-1355 to opt-out of 90-day refills. If you continue to fill in 30-day supplies without first opting-out of 90-day refills, you will pay 100% of the cost of your long-term medications.



**APPENDIX V**

Buckeye Local School District  
3044 Columbia Road  
Medina OH 44256

**To:** Central Administrative Offices

**From:** \_\_\_\_\_  
Teacher name (printed and signature)

**RE:** Request for change in Contract Status (Due by March 30)

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

This form is to notify you that I am eligible for a Continuing Contract per BLEA Negotiated Agreement Article X, Section 10.01 B and Ohio Revised Code.

To verify certificate/license log on to:

[www.ode.state.oh.us/TeachingProfession/Teacher/Certification\\_Licensure/certifact.asp](http://www.ode.state.oh.us/TeachingProfession/Teacher/Certification_Licensure/certifact.asp)

I hold a valid:

\_\_\_\_\_ eight (8) year professional Certificate

\_\_\_\_\_ a permanent or life Certificate

\_\_\_\_\_ a (5) year Teaching License

\_\_\_\_\_ I have at least three (3) of the last five (5) years of teaching service at Buckeye Local School District. (Proof of service required if other than Buckeye Local School District service)

\_\_\_\_\_ I have a continuing contract from another school district and two (2) years of service in Buckeye Local School District. (Proof of other continuing contract attached).

\_\_\_\_\_ I have completed thirty hours of continuing education college credits

\_\_\_\_\_  
Treasurer's Office Verification

\_\_\_\_\_  
Board Agenda (month, year)

\_\_\_\_\_  
Superintendent approval for Board Agenda

Date \_\_\_\_\_