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***CONTRACT***

***BETWEEN THE***

***BERKSHIRE***

***EDUCATION ASSOCIATION***

***AND THE***

***BERKSHIRE LOCAL***

***SCHOOL DISTRICT***

***2021-2024***

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BETWEEN THE  
BERKSHIRE EDUCATION ASSOCIATION  
AND THE  
BERKSHIRE LOCAL SCHOOL DISTRICT**

**TABLE OF CONTENTS**

	PAGE
ARTICLE I	RECOGNITION-NEGOTIATIONS AGREEMENT
	A. RECOGNITION..... 1
	B. PROCEDURES..... 1
ARTICLE II	GRIEVANCE PROCEDURE
	A. INFORMAL..... 3
	B. FORMAL GRIEVANCE PROCEDURE..... 3
ARTICLE III	TEACHER DAYS AND HOURS
	A. TEACHER WORKDAY..... 6
	B. SCHOOL YEAR ..... 7
	C. BEFORE AND AFTER SCHEDULED DAY ACTIVITIES ..... 8
ARTICLE IV	TEACHING LOAD AND DUTIES
	A. PREPARATION PERIOD SUBSTITUTION PAY ..... 9
	B. PROFESSIONAL ACTIVITIES ..... 9
	C. LESSON PLANS..... 9
	D. CLASS SIZE LIMITATIONS ..... 9
	E. INDEPENDENT STUDY..... 10
ARTICLE V	ABSENCES AND LEAVES
	A. SICK LEAVE ..... 11
	B. CHILD CARE LEAVE ..... 12
	C. PERSONAL LEAVE ..... 12
	D. MILITARY LEAVE ..... 13
	E. LEAVE FOR TRAVEL AND STUDY ..... 13
	F. LEAVE FOR PERSONAL ILLNESS ..... 13
	G. JURY DUTY ..... 13
	H. VISITS TO OTHER SCHOOLS ..... 13
	I. ATTENDANCE AT PROFESSIONAL MEETINGS..... 13
	J. PROFESSIONAL ASSOCIATION LEAVE FOR ASSOCIATION BUSINESS..... 14
	K. INJURY IN LINE OF DUTY ..... 14
	L. FRINGE BENEFITS WHILE ON LEAVE ..... 14
	M. COURT APPEARANCES ON STUDENT MATTERS ..... 14
	N. ASSAULT LEAVE ..... 14
ARTICLE VI	TRANSFERS
	A. VOLUNTARY TRANSFERS..... 15
	B. INVOLUNTARY TRANSFERS ..... 15
ARTICLE VII	FACULTY EVALUATIONS..... 16



	A.	EVALUATION PROCEDURE DEFINED .....	16
	B.	PURPOSE.....	16
	C.	EVALUATORS .....	16
	D.	NOTIFICATION.....	16
	E.	ORIENTATION.....	17
	F.	SCHEDULE FOR EVALUATION.....	17
	G.	CRITERIA FOR PERFORMANCE ASSESSMENT .....	17
	H.	COMPOSITION OF EVALUATION PROCESS .....	17
	I.	OBSERVATIONS.....	18
	J.	OBSERVATION CONFERENCES .....	18
	K.	WALK-THROUGH.....	18
	L.	FINALIZATION OF EVALUATION.....	19
	M.	PROFESSIONAL GROWTH PLANS.....	19
	N.	IMPROVEMENT PLANS .....	19
	O.	EXTENSION OF TIMELINES FOR EVALUATION .....	19
	P.	STUDENT GROWTH MEASURES .....	19
	Q.	PURPOSE OF THE EVALUATION .....	20
	R.	GENERAL PROVISIONS .....	20
	S.	DEFICIENCIES AND/OR IMPROVEMENT .....	21
	U.	ADDITIONAL EVALUATIONS.....	21
	V.	EVALUATION DOCUMENT AND CONFERENCE.....	21
	W.	EVALUATION OF SUPPLEMENTAL CONTRACTS .....	21
ARTICLE VIII		PERSONNEL FILE .....	22
	A.	MAINTENANCE .....	22
	B.	DOCUMENTATION OF FILED INFORMATION .....	22
	C.	EXAMINATION OF FILE .....	22
	D.	REBUTTAL TO FILED INFORMATION.....	22
	E.	PROHIBITION AGAINST ANONYMOUS INFORMATION.....	22
ARTICLE IX		JOB SECURITY	
	A.	CONTRACTS.....	23
	B.	REEMPLOYMENT .....	23
	C.	EMPLOYMENT OF RETIRED TEACHERS.....	24
	D.	TERMINATION OF CONTRACT .....	25
	E.	SUSPENSION OF EMPLOYEES .....	26
	F.	REDUCTION IN FORCE.....	26
	G.	JOB SHARING.....	29
ARTICLE X		SALARY PAYMENTS AND DEDUCTIONS	
	A.	SALARY SCHEDULE.....	30
	B.	OPERATION OF THE SALARY SCHEDULE .....	30
	C.	SUPPLEMENTAL SALARIES .....	31
	D.	SALARY PAYMENTS .....	31
	E.	PAYROLL DEDUCTIONS .....	32
	F.	PER DIEM RATE .....	32
	G.	TAX SHELTERED ANNUITY PROGRAM .....	32
	H.	STRS PICKUP .....	32
	I.	TRAVEL ALLOWANCE WITHIN THE SCHOOL DISTRICT .....	32
	J.	EXTENDED TIME .....	32
	K.	RETIREMENT INCENTIVE .....	32

	L. REPORT CARD RATING.....	33
ARTICLE XI	FRINGE BENEFITS	
	A. HOSPITALIZATION INSURANCE.....	34
	B. PRESCRIPTION DRUG PLAN.....	35
	C. SECTION 125 PLAN.....	35
	D. DENTAL PLAN.....	35
	E. LIFE INSURANCE.....	35
	F. CHANGE OF CARRIER.....	35
	G. OPTICAL REIMBURSEMENT.....	35
	H. BENEFIT CHANGES.....	35
	I. LIMITED TUITION ASSISTANCE.....	35
ARTICLE XII	RETIREMENT	
	A. SEVERANCE PAY UPON RETIREMENT.....	37
	B. MEDICARE PAYMENT.....	37
ARTICLE XIII	PROFESSIONAL CONCERNS	
	A. ADVISORY COUNCIL.....	38
	B. GRADES.....	38
	C. COLLEGE CREDIT PLUS.....	38
	D. INTER-DISTRICT PRESENTATIONS.....	38
	E. SCHOOL SAFETY AND COMPLIANCE TRAINING.....	38
ARTICLE XIV	TEACHER RIGHTS AND RESPONSIBILITIES	
	A. NONDISCRIMINATION.....	39
	B. STANDARDS OF DISCIPLINE.....	39
	C. MEDICAL EXAMINATION.....	40
	D. USE OF TELEPHONES.....	40
	E. NONTEACHING DUTIES.....	40
	F. COMPLAINTS AGAINST EMPLOYEES.....	40
	G. PARENT-TEACHER CONFERENCES.....	40
	H. TEACHER PROTECTION.....	40
	I. WORK ENVIRONMENT.....	40
	J. CURRICULUM DEVELOPMENT.....	40
	K. LOUNGE.....	40
	L. INCLUSION ISSUES.....	41
	M. BERKSHIRE PROFESSIONAL DEVELOPMENT COMMITTEE.....	41
	N. MENTORING/ENTRY YEAR PROGRAM.....	41
	O. KEYS.....	43
ARTICLE XV	ASSOCIATION RIGHTS AND SECURITY	
	A. DUES AND FEES.....	44
	B. USE OF SCHOOL FACILITIES.....	45
	C. SCHOOL MAIL, BULLETIN BOARDS.....	45
	D. DIRECTORY.....	45
	E. REPORTS TO ASSOCIATION PRESIDENT.....	45
	F. ASSOCIATION MEMBERSHIP MEETING.....	45
	G. NO REPRISALS.....	45
	H. NO REPRISALS FOR STRIKING.....	45
ARTICLE XVI	FORM, EFFECT, AND DURATION	

	A. FORM .....	46
	B. EFFECTS.....	46
	C. DURATION .....	46
APPENDIX A	CERTIFIED SALARY (2021/2022 – 2023/2024) .....	48
APPENDIX B	SUPPLEMENTAL SALARY SCHEDULE (2021/2022 – 2023/2024).....	51
APPENDIX C	GRIEVANCE FORM .....	55
APPENDIX D	APPLICATION TO USE DONATED SICK LEAVE .....	57
APPENDIX E	ASSOCIATION LEAVE FORM.....	58
APPENDIX F	COACH EVALUATION FORM .....	59
APPENDIX G	TUITION ASSISTANCE REQUEST FORM.....	61
APPENDIX H	INSURANCE BENEFITS .....	62
APPENDIX I	PRE-CONFERENCE PLANNING .....	63
APPENDIX J	PLANNING FOR THE POST-CONFERENCE .....	64
APPENDIX K	WALK-THROUGHS/INFORMAL OBSERVATIONS .....	65
APPENDIX L	OTES/TEACHER PERFORMANCE EVALUATION RUBRIC.....	67
APPENDIX M	OHIO SCHOOL COUNSELOR EVALUATION SYSTEM .....	75

## **ARTICLE I**

### **RECOGNITION – NEGOTIATIONS AGREEMENT**

#### **A. RECOGNITION**

1. The Board of Education of the Berkshire Local School District (hereinafter "Board") recognizes the Berkshire Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), (hereinafter "Association"), as the sole and exclusive representative for the purpose of collective bargaining for all regular, certificated/licensed employees employed at least half-time under a contract between the employee and the Board (hereinafter usually referred to as "teachers"), excluding supervisors, administrators, casual substitutes, hourly tutors (three and one-half [3-1/2] hours per day or less regular assignments), and all other employees covered by the exceptions listed in O.R.C. 4117.01C(1)-(14).
2. The period of recognition shall continue unless a successor is elected or recognition is withdrawn in accordance with O.R.C. 4117.
3. Scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

#### **B. PROCEDURES**

1. **Requests for Negotiations** – A written request for negotiations to commence may be submitted by the Berkshire Education Association to the President of the Board of Education or by the Board to the President of the Association not sooner than one (1) month after the commencement of the second semester of the school year and not later than sixty (60) calendar days prior to the Contract expiration date. The party giving notice shall also serve a copy of the written notice, together with a copy of this Contract, on the State Employment Relations Board.
2. **Initial Meeting** – Within fifteen (15) days after the date of the request for a meeting or on a date mutually agreeable to the parties, 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. The parties may also determine the type of bargaining at any time prior to beginning bargaining.
3. **Negotiations Meetings** – Meetings shall be scheduled by mutual agreement at reasonable times, intervals, and places, and shall avoid, to the extent practical, conflict and interference with school and employment schedules. Meetings shall be closed to the press and the public. Either party may recess for a caucus of a reasonable length. At any time prior to conclusion of any session, the parties shall agree upon a time and place for the next session.
4. **Representation** – Representation at negotiation meetings shall be limited to a maximum of eight (8) representatives or observers for the Board and a maximum of eight (8) representatives or observers for the Association.
5. **News Release** – Periodic progress reports may be issued during negotiations to the public provided any such releases issued before impasse shall have the prior approval of both parties. Internal reports may be made at any time by either team to its constituents.

6. **Agreement** – When agreement is reached on any item, it shall be put into proper contract language and initialed and dated by the spokespersons of both teams and may not be subsequently altered except by mutual agreement unless the entire Contract is not ratified.

The final Agreement reached through negotiation containing all items shall be reduced to writing and submitted to the Association within two (2) calendar weeks for a membership ratification vote. If the Agreement is approved by the Association, the Agreement shall be submitted to the Board for its action within two (2) calendar weeks. If approved by the Board, the Agreement shall be executed.

7. **Impasse** – If agreement is not reached within forty-five (45) calendar days after the first meeting, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service or, by mutual agreement, the parties may select a private mediator at joint expense. At any time before or during the mediation procedure, but after declaration of impasse, the Association may seek a meeting with the Board of Education to jointly discuss the issues at impasse.
8. **Exchange of Information** – Upon reasonable request, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiation, and the Association will provide the Board with all available non-confidential information, in such form as it exists, related to subjects of negotiations.
9. The impasse procedures set forth above constitute the parties' mutually agreed-upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

- A. **INFORMAL** – Teachers should initially discuss their complaints or suggestions with their building principal or the lowest level administrator who has the authority to resolve the problem.

If the initial informal conference does not resolve a complaint that alleges a violation, misinterpretation, or misapplication of this Contract, then it may be pursued under the Formal Grievance Procedure (Section B) by filing a written grievance within thirty (30) days of the occurrence of the act or conditions on which the grievance is based if no informal meeting was held.

B. **FORMAL GRIEVANCE PROCEDURE**

1. **Definitions**

- a. A grievance is a claim by a teacher(s) or the Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of this Contract.
- b. The word “days” when used in this Contract shall mean working days unless otherwise indicated except during the summer when they shall mean weekdays when the Board office is open. The term “Board” when used in this document shall mean the Berkshire Board of Education. The term “representative” when used in this document shall refer to a person who has the authority to act on behalf of an employee(s) or the Board. The term “Association” when used in this document shall mean the Berkshire Education Association. The term “Superintendent” when used in this document shall mean the Superintendent of the Berkshire Local School District.

2. **General Provisions**

- a. The maximum number of days indicated at each step in this procedure shall be the maximum except by mutual agreement. If the grievant fails to file within these time limits, the grievance shall be considered waived. If management does not respond within the time limits, the grievance shall be deemed granted.
- b. The time limits provided in this article shall be strictly observed but may be extended upon written agreement of the parties. In the event that a grievance is filed after May 15 of any year and strict adherence to the limits results in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- c. If an individual teacher has a personal complaint which he/she desires to discuss with the local principal, he/she is free to do so without recourse to the grievance procedure. However, no formal grievance shall be adjusted without prior notification to the Berkshire Education Association so that an Association representative may be present; nor shall any adjustment of a grievance be inconsistent with the term of this Contract. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Berkshire Education Association.
- d. If in the judgment of the Association a grievance affects a group of teachers, the Association may submit such a grievance in writing to the Superintendent directly; and the processing of such grievance shall be commenced at Step II of the formal procedure.



- e. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- f. Hearings held for Steps I, II, and III under this procedure shall be conducted after the school day whenever possible. Any teacher who, with permission during the school day, is representing the Association in discussing with any Board representative any grievance shall be released from regular duties without loss of salary.
- g. A teacher who participates in these grievance procedures shall not be subjected to discipline, reprisal, coercion, or intimidation because of such participation.
- h. This procedure shall be the exclusive method of resolving disputes within its scope, i.e., disputes concerning the violation, misinterpretation, or misapplication of this negotiated agreement. The right to have such a dispute adjudicated in any forum is waived unless the teacher(s) claiming this agreement has been violated, misinterpreted, or misapplied files a timely grievance pursuant to this Article.

### 3. **Steps**

- a. **Step I** – The grievant must submit to his/her principal a completed Grievance Procedure Form in duplicate showing the date of the occurrence, a statement of the nature of the grievance, and the relief sought. A copy of the grievance report shall be submitted by the grievant to a representative of the Association and the principal. Within three (3) days of receipt of the Grievance Procedure Form, the building principal or designee shall meet with the grievant and the grievant's representative in an effort to resolve the grievance. The principal or designee shall indicate his/her disposition of the grievance in writing within three (3) days after such meeting by completing Step I of the Grievance Decisions part of the Grievance Procedure Form and submitting a copy to the grievant and a representative of the Association.
- b. **Step II** – If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the above stated time limits, the grievant shall submit the grievance to the Superintendent within ten (10) days. A copy of the Grievance Procedure Form shall be submitted to the Association. Within five (5) days, the Superintendent or the Superintendent's designated representative shall meet with the grievant and his/her representative.

Within three (3) days of the meeting, the Superintendent or designee shall indicate in writing his/her disposition and forward it to the teacher, the representative, and the principal. (A grievance may begin at this level if the principal does not have the authority to resolve the grievance.)

- c. **Step III** – If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above stated time limits, the grievant shall, within ten (10) days, submit the grievance to the Board by filing a copy of all dispositions with the Treasurer of the Board. (A copy of the Grievance Procedure Form shall be submitted to the Association.) Notification of such an appeal shall be given to the Superintendent. The Board at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, whichever shall be later, shall meet with the grievant and/or representative and with the Superintendent or the Superintendent and his/her representative to review such grievance. The disposition by the Board shall be made in writing to the teacher, the Association, and the Superintendent within seven (7) days of the meeting. The Board may waive its right to hear the grievance at this step.

- d. **Step IV** – If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association by giving notice to the Superintendent indicating a desire for arbitration within ten (10) days of the Board's decision or Board's waiver. If the parties cannot agree upon an arbitrator within five (5) days of the notice, the arbitrator shall be selected by the American Arbitration Association in accord with its rules by the Association filing a request for a list of nine (9) qualified arbitrators from the American Arbitration Association. The American Arbitration Association's voluntary rules shall likewise govern the arbitration proceeding. The arbitrator's decision will be final and binding on the Association, the grievant, and the Board. The cost of the arbitrator and hearing room charges will be shared equally by the Board of Education and the Association. All necessary witnesses, representatives and grievant(s) will be released to participate in necessary hearings without loss of salary. Hearings will be scheduled to avoid the need for more than five (5) teachers to be absent from their duties.

## **ARTICLE III**

### **TEACHER DAYS AND HOURS**

#### **A. TEACHER WORKDAY**

1. The normal scheduled teacher workday for all full-time teachers shall be no longer than seven (7) hours and twenty (20) minutes, with no more than seven (7) hours being student contact time. The normal scheduled teacher workday for all half-time teachers shall be no longer than three (3) hours and forty-five (45). Changes to the beginning and ending of the scheduled workday of any contract year will involve administrators and teacher representatives in the planning process on or before July 1. The Board does not waive any of its rights specified under the contract, especially Article III, A., 7.
2. Teachers may leave the building during nonstudent contact time during the teacher workday provided that this does not interfere with the performance of the teacher's duties and provided further that teachers may be required to be present in their buildings fifteen (15) minutes before the student tardy bell. Teachers leaving the building must sign out and sign in upon their return.
  - a. Elementary teacher(s) may be required to stay after normal student dismissal time until buses are loaded, if such supervision extends beyond the workday specified in Paragraph A. 1, above, then Article IV, A., 3., applies.
  - b. Up to three (3) secondary teachers may be required, on a rotating basis, to be present twenty (20) minutes before the tardy bell to provide necessary supervision, subject to the workday limits in #1 above.
  - c. If circumstances warrant supervision beyond the normal workday, volunteers will be sought to assume such assignments as a supplemental contract.
3. In addition, teachers may be expected to stay at school beyond student dismissal to carry out their necessary professional responsibilities, such as attending necessary and pre-arranged meetings and conferences with students, parents, or the administration; hearings; assigned student detention periods; and Advanced ED evaluation activities. The administration will make every effort to hold faculty meetings and conferences to no longer than thirty (30) minutes.
4. The normal teacher workday shall include at least a thirty (30) minute duty-free lunch period.
5. Each elementary teacher shall have no more than sixteen hundred fifty (1650) minutes of assigned pupil instruction time per week minus the time students are with specialists which shall be no less than two hundred (200) minutes per week, and shall be considered preparation time for the classroom teacher. This is not counting time spent with students before the tardy bell and after student dismissal. Elementary specialists shall have no more than sixteen hundred fifty (1650) minutes per week of assigned student contact, excluding traveling time. Prep time shall not be used by the administration to hold committee, department, or grade-level meetings on a regular basis. No elementary teacher will be given recess duty but may be given lunch duty on a rotating basis. Teachers may be assigned recess duty on a voluntary basis. Teachers will be paid at the rate of twenty-four (\$24) dollars per planning period to attend meetings related to special education, RTI, and 504's.

6. Secondary teachers shall have no more than the equivalent of thirty-five (35) periods per week of assigned student contact and no more than thirty (30) periods of instruction except in an emergency situation or unless they consent. All secondary teachers shall have at least one preparation period per day. Prep time shall not be used by the administration to hold committee, department, or grade-level meetings on a regular basis. Teachers will be paid at the rate of twenty-four (\$24) dollars per planning period to attend meetings related to special education, RTI, and 504's.
7. Subject to the limitations established by this section, scheduling the workday shall be at the discretion of the Board and administration.
8. Efforts shall be made to confer with teachers to arrange mutually agreeable times for meetings with parents, students, and administrators. Notification of such meetings shall occur no later than two (2) working days prior to the scheduled meeting, except in case of extenuating circumstances as defined by the director of special education.

**B. SCHOOL YEAR**

1. The school year shall consist of a maximum of one hundred eighty-four (184) days scheduled at the discretion of the Board, provided that teachers be allotted half (1/2) of each of the following workdays to be used at their discretion or to work on grades and records when designated: the workday immediately prior to the students' first day and the workdays immediately following the end of the first, second, and third grading periods. NEOEA Day shall be a non-contract day. No more than one (1) hour of the last teacher day, known as records day, may be used for a mandatory building or district-wide meeting.
2. All bargaining unit members will work an equal number of days as stated in B1. Exceptions in addition to the 184 days will be addressed by a separate supplemental (additional) contract.
3. If any instructional time is canceled due to weather or calamity conditions, no teacher shall be required to report to work or make up the day unless all legally permissible instructional time is utilized.
4. The school year may not begin prior to the third (3<sup>rd</sup>) Monday in August nor end after the 10<sup>th</sup> day of June under normal circumstances. In case of a natural disaster or excessive damage to a school building or to make up no more than two (2) weather-related calamity days, the need to extend the current school year's calendar could arise. In such a situation, the Board of Education reserves the right to extend the calendar beyond the tenth day of June. All teachers shall receive a copy of the calendar for the forthcoming year prior to the final teacher workday of each school year. Records day shall be the day following the last student day and may occur on a Saturday.
5. The administration will make every effort to ensure that all professional development will be pertinent, purposeful, relevant, and differentiated by subject/grade level.
6. The last day of the first, second, and third grading periods shall be non-student days and shall consist of one-half day professional development and one-half day teacher grading time.

**C. BEFORE AND AFTER SCHEDULED DAY ACTIVITIES:**

1. The student day shall be between 7:30 A.M. and 3:30 P.M. Teacher duties may extend beyond the student day subject to limitations in Article III, A, 1, and consistent with the performance of necessary responsibilities as set forth in Article III, A., 3. Evening and weekend activities shall be on a voluntary basis except up to two (2) after school duty assignments and two (2) parent-teacher conferences/open houses (see Article XIV, G.). Each teacher shall have one conference appointment time period left open to serve as a break during parent-teacher conferences.
2. No professional development shall be scheduled on the day of conferences. Conferences shall not be scheduled on election days or on any days in which students are not expected to be in attendance.

## **ARTICLE IV**

### **TEACHING LOAD AND DUTIES**

#### **A. PREPARATION PERIOD SUBSTITUTION PAY**

1. In the event that regular substitutes are not available or a teacher's class needs to be taken over in an emergency, teachers may volunteer to serve as period substitutes during their regular preparation period.
2. The administration may assign a regular teacher as a substitute teacher under the following circumstances:
  - a. where no regular or listed substitute is available
  - b. in the event a teacher's class must be taken over in an emergency
  - c. where no qualified teacher volunteers

Such involuntary assignments shall be made from available teachers within a building on a rotating basis.

3. High school and middle school teachers will be paid at the rate of forty (\$40) per period of coverage assuming substitute teaching duties whether voluntary or involuntary. Elementary teacher will be paid at the rate of twenty-four (\$24) per period of coverage for assuming substitute teaching duties whether voluntary or involuntary.
4. A teacher is also considered a substitute when he/she loses preparation time to supervise students, or an elementary teacher is assigned extra students normally in another teacher's class at that time.
5. All teachers shall be paid for this duty within three (3) weeks of the duty.
6. One fulltime daily substitute will be assigned to each level (elementary, middle and high school). Such staff shall be bargaining unit members and are eligible for all benefits as listed per this agreement. The fulltime daily substitute will be paid at level 1, step 0 (entry year teacher) on the salary scale.
7. An Elementary period shall be defined as 50 minutes in length while a high school and middle school period will be defined as 90 minutes in length.

#### **B. PROFESSIONAL ACTIVITIES – All professional employees of the Board are urged to participate in professional activities of educational groups which operate for the benefit of the school. These include membership and holding office in professional groups and Parent-Teacher Associations, participation in curricular studies, and educational leadership in experimental programs.**

#### **C. LESSON PLANS – Lesson plans should be available for review upon the request of an administrator, but do not need to be turned in on a regular basis.**

#### **D. CLASS SIZE LIMITATIONS**

1. The administration will make every effort to balance class size per elementary grade level. A good faith effort will be made to limit teachers to three (3) preparations at the junior/senior high school. The building administrator will consult with the department if



more than three (3) preps are assigned. All study halls/study labs will be limited to a maximum student-to-teacher ratio of 60:1.

2. K-12 class sizes shall not exceed thirty-two (32) students, with the exception of laboratory-based science courses, music ensemble courses, and physical education courses. Laboratory-based science courses shall have a student-to-teacher ratio of no more than 24:1. Any class not on the exemption list that exceeds the limit shall be provided with a classroom aide.
3. The administration will make every effort to equalize the caseloads based on the needs of special needs students assigned to the high school intervention specialists.

E. **INDEPENDENT STUDY** – The administration shall not require any member of the bargaining unit to accept independent study students as part of his/her teaching load.

F. **REMOTE LEARNING**

Remote learning shall be defined as a situation in which the teacher and student are not able to meet in the traditional classroom, inside the school building, for a time period that exceeds 5 consecutive days.

1. The Board of Education and the Association understand that there may be a need for virtual/remote learning to continue in future school years. Should the Board, in its sole discretion, determine there to be a need for virtual/remote learning, the Association will be provided the opportunity to make recommendations to the superintendent with regard to such virtual/remote learning and every effort will be made to incorporate all reasonable recommendations from the Association into the virtual learning plan, however the Board shall retain the authority to determine the method and manner in which virtual/remote learning will be implemented.
2. Implementation of virtual/remote learning at any time shall not constitute a calamity day(s).

G. **CO-TEACHING**

1. Co-teachers are equally responsible for classroom management and classroom instruction, and must work collaboratively to develop and implement classroom rules, consequences, and common procedures. The teacher and co-teacher will agree on the shared duties of the classroom.
2. Responsibility of grading will be determined collaboratively amongst the co-teaching team.

## ARTICLE V

### ABSENCES AND LEAVES

#### A. SICK LEAVE

1. Teachers are granted one and one-quarter (1-1/4) days of sick leave for each completed month of service (fifteen [15] days per year) progressive with unlimited accumulation.

Part-time teachers shall accumulate sick leave on a pro rata basis.

2. A teacher may use accumulated sick leave for the following reasons:
  - a. Personal illness, injury, pregnancy, or child-care leave in accordance with Family Medical Leave Act guidelines.
  - b. Personal illness, death, or injury in the immediate family to the extent that these reasons necessitate the teacher's absence. The immediate family shall include husband, wife, children, father, mother, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
  - c. Sick leave shall be granted as requested for the death of a spouse, child, or parent. Sick leave of a maximum of five (5) days shall be extended with a physician's approval and will be granted for other deaths in the immediate family. (Immediate family refers to brother, sister, niece, nephew, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, and grandparent (in-law) or any member of the family.)
  - d. Exposure to contagious disease that could be communicated to others.
  - e. A teacher shall only be charged with use of sick leave for the actual time missed, e.g., if a teacher misses one period, he/she shall be charged with the use of the actual number of minutes of sick leave—not one-quarter (1/4) of a day.
3. Any teacher who remains off-duty because of illness after having used his/her total accumulated days of sick leave shall have as further recourse allowable leave days with pay:
  - a. One and one-quarter (1-1/4) allowable for each of the months comprising his/her sick leave.
  - b. Unused days of personal leave to a maximum of three (3) per year.
  - c. **Perfect Attendance** – The Board shall pay a one hundred twenty-five dollar (\$125) bonus at the end of each quarter to those teachers who do not use any sick leave or personal leave or leave without pay during that quarter. The bonus will be included in the regular paycheck. Observance of religious holidays where total abstinence from work is observed shall be exempt.
4. A new teacher or a teacher who has exhausted accumulated sick leave may be advanced sick leave up to five (5) days.

## 5. **Donation of Sick Leave**

- a. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher (or his/her child between the ages of newborn and eighteen (18) years of age) and has exhausted all of his/her accumulated sick leave, other bargaining unit members may donate up to five (5) days each of their accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Teachers whose sick leave has been depleted by intermittent use shall not qualify for this benefit.
- b. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- c. Donation of sick leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- d. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.
- e. A teacher requesting donated sick leave shall notify the Superintendent and The Association in writing.

- B. **CHILD CARE LEAVE** – A teacher who becomes a natural parent or adopts a pre-school aged child shall, upon request, be granted a leave of absence without pay for child care reasons. Eligibility for such leave shall begin at any time after the commencement of pregnancy, or, in the case of adoption, the receipt of custody, until up to a year after birth and/or placement. The leave shall be for a term established by the teacher and the Board at the time of application for the leave. If the leave begins in the second semester, it may continue for the then current school year and the following school year. If the leave begins in the first semester, it may continue for the then current school year only. Application for child care leave shall be in writing and shall contain a statement of the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to begin, and the date the teacher anticipates return to service. Such application shall be made no less than thirty (30) days prior to the beginning of such leave, if possible. No leave of absence shall extend beyond the term of such teacher's limited contract.

Upon return from approved child care leave at the time set forth in the application for leave, the teacher shall be assigned to a position for which the teacher holds a valid certificate/license. If the teacher desires to return to active service prior to the stated date on the application for such leave, the teacher shall notify the Superintendent in writing that an early return to service is requested and state the date that the teacher wishes to return. Upon recommendation of the Superintendent, the Board of Education may authorize the early return of such teacher. Failure of a teacher to return on the date stated on the application or as authorized by the Board shall be deemed a resignation, and all rights and privileges of employment shall be thereby discontinued.

## C. **PERSONAL LEAVE**

1. Certificated/licensed employees shall be granted no more than three (3) days annually to conduct personal business which cannot be conducted at times other than during the regular school day. Three (3) personal days are unrestricted. Application for such leave

shall be made in writing to the Superintendent two (2) days prior to the beginning of such leave except in case of emergency.

2. In an emergency situation, a leave shall be granted by telephone by the building principal or the Superintendent, and forms are to be completed and signed on the first day of return to duty.
3. Any unused personal days shall be converted to sick leave and reported in the second pay period of July.
4. Teachers will make every effort to schedule personal days outside of the specified State Standardized testing dates assigned in their school buildings/wings. Test dates for the first Semester will be given to the staff by the first staff day of the school year, and test dates for the second semester will be given to the staff by the end of the first semester.

B. **MILITARY LEAVE** – Military leave shall be granted pursuant to applicable state and Federal laws.

E. **LEAVE FOR TRAVEL AND STUDY** – When it is reasonable to believe that the teacher can easily be brought back into the system upon said teacher's return, a leave of absence for professional study or travel without pay for a period of up to one (1) year may be granted to a teacher who has given a minimum of three (3) years' service to the Berkshire Schools. An additional annual increment on the salary schedule shall not be granted for this type of leave.

F. **LEAVE FOR PERSONAL ILLNESS** – Any teacher, who after termination of his/her accumulated sick leave is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability, shall be granted a leave of absence without pay for up to two (2) years. A teacher's limited contract may be nonrenewed for reasons unrelated to the illness or disability if it expires during the leave of absence. No leave of absence shall extend beyond the term of absence or its renewal. Said leave of absence must be accompanied by a statement from a physician stating the nature of the illness or disability and definitely recommending that the employee be relieved of duties. Additional annual increments on the salary schedule shall not be granted for this type of leave when the teacher has been absent from his/her duties more than three (3) months of the school year.

G. **JURY DUTY** – If a teacher serves on a jury during the school year, the Board shall pay the full salary for each day of jury duty, provided that the employee returns to the general fund jury pay less expenses actually incurred.

H. **VISITS TO OTHER SCHOOLS** – The local Superintendent may excuse teachers for the purpose of visiting other schools without loss of pay. However, such visits should be arranged by the principal to whom the teacher is responsible. There should be a purpose for the visit. The principal should verify that a profitable experience can be had by the visiting teacher, and he/she should make arrangements with the principal of the school to be visited. The Board shall pay the salary of a substitute teacher for the day that the regular teacher is absent. However, the regular teacher must provide all other expenses such as transportation and lunch.

I. **ATTENDANCE AT PROFESSIONAL MEETINGS** – Absence of not more than two (2) days with or without pay may be authorized by the local Superintendent to permit an employee to attend local, district, state, or national meetings or conferences of a professional nature.

Requests for permission to attend a meeting of more than two (2) days' duration shall be submitted in writing to the Board of Education for consideration at the September meeting and are to be acted upon at that time.

Employees sent to such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary. Where travel is authorized by automobile, the teacher shall be reimbursed at the Internal Revenue Service rate effective January 1 of the year in which the school year began. This rate is the amount which the Internal Revenue Service permits a taxpayer to claim as the standard mileage deduction.

- J. **PROFESSIONAL ASSOCIATION LEAVE FOR ASSOCIATION BUSINESS** – The Association will have a total of ten (10) days leave of absence with pay per year for Association business to be shared by eligible Association members. The Association president will notify the Superintendent in advance when a day(s) will be taken by submission of the Association leave form with the name(s) of those teachers who will take leave.
- K. **INJURY IN LINE OF DUTY** – In addition to sick leave allowance, any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed and paid by the Bureau of Workers' Compensation Laws of the State of Ohio. Injury reports are to be submitted electronically through Public School Works regardless of whether the injured person uses leave or files a Workers' Compensation claim.
- L. **FRINGE BENEFITS WHILE ON LEAVE** – Any teacher on unpaid leave of absence is eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Treasurer's Office not later than the fifteenth (15<sup>th</sup>) of each month. If the teacher fails to pay the Treasurer's Office by the fifteenth (15<sup>th</sup>) of any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her layoff.
- M. **COURT APPEARANCES ON STUDENT MATTERS** – A teacher who is required to appear in court on school/student related matters shall be granted time off for such work with no loss of salary.
- N. **ASSAULT LEAVE** – The Board shall grant up to thirty (30) days paid leave annually to an employee for a documented medical disability resulting from an assault while performing required duties. Assault leave shall not be charged to sick leave. The Board may approve, at the recommendation of the Superintendent, an extension of assault leave.

## **ARTICLE VI**

### **TRANSFERS**

#### **A. VOLUNTARY TRANSFERS**

1. The Superintendent will cause to be posted in all buildings a list of known vacancies that will occur the following school year. During the summer months he/she will inform the entire staff of any vacancies, including supplemental positions, by enclosing the list with paychecks or with notification of direct deposit.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must file a written statement of such desire to the Superintendent no later than five (5) working days after the posting of the notice. In case of dire emergency, the Superintendent may fill the vacancy within the five (5) day period.
3. Teachers who apply for a voluntary transfer shall be acknowledged, in a timely manner, in writing. A teacher who is denied a voluntary transfer shall be given written reasons for the denial.

- B. **INVOLUNTARY TRANSFERS** – A certified/licensed employee of the Berkshire Local School District will be notified in writing as soon as a decision to transfer the individual to another assignment in the school district is finalized and no later than June 1. The teacher may request a meeting with the Superintendent concerning said intent to reassign, and on request the teacher shall be given reasons for the reassignment. If a transfer must be made after June 1, the Superintendent will make a reasonable attempt to establish a meeting with said teacher and provide reasons for such a transfer. A teacher being transferred will be placed only in a position for which the teacher is certified/licensed.

- C. The administration will attempt to fill vacancies with the voluntary transfer of qualified teachers before resorting to involuntary transfer. When choosing among more than one transfer candidate, seniority shall control if relative qualifications and efficient staff utilization considerations are substantially equal.
- D. Full-time or part-time teachers who have a permanently assigned classroom/office will be compensated at their per diem rate for one (1) day to move when changing rooms/offices. When more than one teacher shares a classroom/office, payment will be pro-rated based on the percentage the teacher used the room/office daily.



## **ARTICLE VII**

### **FACULTY EVALUATIONS**

#### **A. EVALUATION PROCEDURE DEFINED**

The evaluation procedure established herein conforms to the framework for the evaluation of teachers developed pursuant to sections 3319.111 and 3319.112 of the Ohio Revised Code (RC) for employed under a teacher license issued under RC Chapter 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least fifty percent (50%) of the time employed providing student instruction. Each completed evaluation will result in the assignment of a teacher effectiveness rating. This evaluation procedure does not apply to any person who is employed as a substitute teacher/building substitute or who doesn't otherwise meet the definition of teacher listed above. Such individuals and part time bargaining unit members who do not meet this definition will be evaluated under the evaluation procedures set forth in Section Q of this Article. School counselors shall be evaluated using the Ohio School Counselor Evaluation System (OSCES).

The Board shall not evaluate any teacher who has submitted notice of retirement and such notice has been accepted by the Board by December 1 of the school year in which the evaluation is otherwise scheduled to take place.

The Board shall not evaluate any teacher who was on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board.

#### **B. PURPOSE**

1. The purposes of teacher evaluation are:
  - a. To serve as a tool to advance the professional development and growth of teachers.
  - b. To inform instruction.
  - c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement. Should areas of concern be identified, specific recommendations for improvement will be included in the post conference discussion. All said recommendations will be given to the teacher in writing.

#### **C. EVALUATORS**

1. All evaluators shall be certified/credentialed OTES evaluators who are administrators of the district.

#### **D. NOTIFICATION**

1. Not later than September 15 of each year each teacher shall be notified in writing of the name and position of the evaluator.
2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

#### **E. ORIENTATION**

1. A training session for new teachers will occur during new teacher orientation day. All teachers shall receive a refresher and updates, if applicable, prior to the beginning of the evaluation cycle. It is incumbent for teachers to get the information on their own if they are absent.

#### **F. SCHEDULE FOR EVALUATION**

1. No teacher shall be evaluated more than once annually.
2. The evaluation shall be conducted and completed no later than the first (1<sup>st</sup>) day of May and the teacher being evaluated shall receive a written report of the results of this evaluation no later than the tenth (10<sup>th</sup>) day of May –Teachers on a Continuing Contract who are rated accomplished will be evaluated once every three (3) years, so long as the teacher submits a self-directed Professional Growth Plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Teachers on a Continuing Contract who are rated skilled will be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a Professional Growth Plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Teachers on a Limited Contract who are rated accomplished may, at the discretion of the administration, be evaluated once every three (3) years, so long as the teacher submits a self-directed Professional Growth Plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Teachers on a Limited Contract who are rated skilled may, at the discretion of the administration, be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a Professional Growth Plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
3. In any year in which a teacher will not be formally evaluated, as a result of a previous rating of Skilled or Accomplished, the assigned evaluator shall conduct one (1) informal observation of the employee, which shall be a maximum of thirty (30) minutes, and shall hold one (1) post-observation conference, which shall include a discussion of progress on the teacher's Professional Growth Plan. Upon completion of this process, the teacher shall "pin" the observation in OhioES.

#### **G. CRITERIA FOR PERFORMANCE ASSESSMENT**

1. A teacher's performance shall be assessed based on criteria set forth in the Ohio Department of Education (ODE) approved Evaluation Instruments attached as Appendix [TBD]. OSCES instruments will be attached as Appendix [TBD]. OTES and OSCES forms shall be updated from time-to-time as amended by ODE
2. There shall be no audio/video recordings or livestreaming used in the evaluation process.
3. No employee shall be required to complete a self-assessment (OTES Self-Assessment Form).

#### **H. COMPOSITION OF EVALUATION PROCESS**

1. The Evaluation shall be comprised of 2 cycles. A cycle is defined as a pre-observation conference, an observation, a post-observation conference and any walkthroughs.
2. The second cycle may begin at least ten (10) school days after the end of the cycle one conference and will end with the cycle two conference.

## **I. OBSERVATIONS**

### **1. Schedule of Observations**

- a. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.
- b. If the board has entered into a limited contract or extended limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the board shall perform a minimum of three (3) formal observations in any school year in which the board may wish to declare its intention not to re-employ the teacher. Teachers being considered for non-renewal will receive written notice prior to June 1.
- c. If additional observations are conducted beyond two (2) in an ordinary evaluation cycle or three (3) for a teacher under consideration for nonrenewal, the teacher will receive a written notice from his/her evaluator informing him/her of the additional observation. This observation may be informal (i.e., no need for a preconference observation) and shall occur no sooner than five (5) days following the receipt of the notice.

## **J. OBSERVATION CONFERENCES**

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to review plans and objectives for the lesson to be observed. The teacher is not required to complete the OTES Pre-Conference discussion questions in writing unless the teacher is a first-year teacher in the district or has been rated Ineffective or Developing in his/her most recent ~~last~~ final summative/holistic rating. Pre-Conference Planning Questions are intended to serve as a guide for discussion between the evaluator and teacher.
2. The evaluator shall schedule a post-observation conference within eight (8) school days after each formal observation. The teacher will be provided with a copy of the observation form.

## **K. WALK-THROUGH**

1. A walk-through has the following components:
  - a. The walk-through shall be no more than ten (10) consecutive minutes in duration and will be conducted by the evaluator.  
Note: The walk-through should be of sufficient duration to allow the evaluator to assess the focus of the walk-through.
  - b. Attempts will be made to get the walk-through feedback form to the teacher within five (5) workdays. No additional walk-through will occur until teachers receive feedback from the prior walk-through.
  - c. No more than three (3) walk-throughs shall be included in each evaluation cycle.
  - d. Final debriefing data gathered from the walk-through must be placed on the proper form.

e. Counselor walkthroughs carried out under OSCES shall not disrupt the counseling environment and will be no more than ten (10) consecutive minutes in duration. Observations of counselors will not be conducted when counselors are engaged in counseling activities with students that require confidentiality.

#### **L. FINALIZATION OF EVALUATION**

##### **1. Written Report**

a. Before the evaluation cycle is final, and no later than May 10, a copy of the formal evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

##### **2. Completion of Evaluation Process**

a. The evaluation report shall be signed ("pinned" in OhioES) by the evaluator upon its completion. The evaluation report shall then be signed ("pinned" in OhioES) by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties and sent to the superintendent.

##### **3. Response to Evaluation**

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

#### **M. PROFESSIONAL GROWTH PLANS**

1. Professional growth plans for a school year shall be developed no later than September 30<sup>th</sup>.

2. Teachers rated Accomplished shall submit a self-directed professional growth plan. For teachers rated Skilled, the teacher and evaluator shall jointly develop a professional growth plan. For teachers rated Developing a professional growth plan will be guided by the assigned credentialed evaluator.

#### **N. IMPROVEMENT PLANS**

1. A teacher will be placed on an Improvement plan developed by the assigned, credentialed evaluator if s/he received an overall rating of "ineffective." The credentialed Evaluator will place a teacher rated ineffective on an improvement plan by September 30<sup>th</sup>. Additionally, the administration may place any teacher on a targeted Improvement Plan based on an Ineffective rating in any individual component of the evaluation system. The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. Improvement Plans shall include specific areas for improvement based on the Ohio Standards for the Teaching Profession and will be developed using the ODE Improvement Plan form.

#### **O. EXTENSION OF TIMELINES FOR EVALUATION PROCESS BASED ON ABSENCE**

1. In the case of a short-term absence (fifteen (15) school days or fewer) of the evaluator or teacher, any appraisal process timelines, other than the May 10 completion deadline, shall be extended by the number of school days equal to the days of absence.

2. In the case of an evaluator's long-term absence (more than fifteen (15) school days), the evaluator's replacement shall continue the appraisal process and timelines will be extended by mutual agreement of the evaluator and teacher. Likewise, in the case of the teacher's long-term absence, as defined above, the appraisal process and timelines, other than the May 10 completion deadline, will be extended by mutual agreement of the evaluator and teacher. If no mutual agreement is reached, the Association President and the Superintendent or designee shall mutually establish new appraisal timelines.

**P. HIGH QUALITY STUDENT DATA**

1. Evaluations will be based on multiple evaluation factors, including at least two (2) measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by the teacher, high-quality student data must include the value-added progress dimension and at least one (1) other measure of high-quality student data to demonstrate student learning.
2. No value-added data, high-quality student data or any other student academic growth data to measure student learning attributable to a teacher shall be used for purposes of conducting evaluations during the 2021-2022 school years
3. The District will collaborate with the Association during the 2021-22 school year to determine applicable HQSD measures to be utilized in the evaluation process. A committee comprised of six (6) Association members and six (6) members of administration shall meet between July 1, 2021 and February 28, 2022 to make recommendations regarding HQSD instrument; however, the Superintendent retains sole discretion to make final determination with regard to selection and implementation of HQSD measures.
4. All teachers shall be notified of the HQSD to be utilized in his/her evaluation no later than October 15 of each school year, effective with the 2022-23 school year.

The following evaluation process will be used for teachers for whom OTES and OSCES are not applicable:

- Q. PURPOSE OF THE EVALUATION** – The purpose of the evaluation is to assess teacher performance by identifying and reinforcing strengths, identifying areas needing improvement, and identifying and helping to achieve growth in areas where growth is possible for each individual teacher in order to maintain and/or improve the high quality of instruction of Berkshire students. This evaluation procedure shall be the sole procedure used for the evaluation of teachers and shall supersede ORC 3319.111.

**A. GENERAL PROVISIONS**

1. All appraisees shall be notified by the administration of their appraisers for that school year by October 1. In ordinary circumstances, the immediate supervisor shall be the appraiser and teachers shall have one (1) appraiser in a given year.
  - a. Teachers in more than one building shall be assigned an appraiser from the building where he or she spends more time.
  - b. Special Education teachers may be assigned to the Special Education Supervisor for appraisals.

2. Each evaluation shall include a minimum of two (2) observations of not less than thirty (30) minutes or more than the full class period conducted on different days and in different class times/types.
3. The evaluation conference will be scheduled by the appraiser within fourteen (14) calendar days of the final observation for that evaluation cycle.
4. The evaluation form in the contract shall be used for all teaching evaluations, including non-athletic supplemental contracts. Athletic supplemental contracts shall be evaluated using the Coach Evaluation Form (Appendix F).
5. Each evaluation cycle must be completed, including the conference, by May 10.

B. **DEFICIENCIES AND/OR IMPROVEMENT** – Any deficiencies noted before or during the evaluation shall be specifically given to the teacher along with specific suggestions for improvement at the time of notice; and for deficiencies not previously noted, reasonable time for implementation. All evaluations shall reflect the improvement of the teacher when applicable.

C. **ADDITIONAL EVALUATIONS** – If the administration believes it to be appropriate to assist the teacher in improving performance or to follow up on prior evaluations, an additional evaluation may be carried out.

D. **EVALUATION DOCUMENT AND CONFERENCE** – Within five (5) work days of the completion of the evaluation observations, and prior to the evaluation being written, a conference shall be held between the appraiser and appraisee to discuss the observations and the forth coming written evaluation. Upon receipt of the written evaluation, the appraisee may request a second conference with the appraiser. Upon receipt of the written evaluation, the appraisee shall sign, verifying receipt of the final document, but not necessarily agreement. If amended, the document will then be signed in the same manner. The appraisee may attach a rebuttal at any time but the absence of such does not necessarily mean agreement.

#### R. **EVALUATION OF SUPPLEMENTAL CONTRACTS**

All holders of supplemental contracts shall be evaluated under the following conditions:

1. Athletic supplementals shall be evaluated by the principal with input from the Athletic Director. Athletic supplemental contracts shall be evaluated using the Coach Evaluation Form (Appendix F). All other supplementals shall be evaluated by the principal.
2. All supplementals shall be evaluated within ten (10) days of the conclusion of the activity. Yearlong supplementals shall be evaluated at the end of May.
3. The evaluation of a supplemental contract shall be kept separate from the teaching evaluation.



## **ARTICLE VIII**

### **PERSONNEL FILE**

- A. **MAINTENANCE** – An official personnel file shall be maintained for all employees in accordance with Ohio law.
- B. **DOCUMENTATION OF FILED INFORMATION** – Each item in the file after the effective date of this contract shall indicate its date of origin and the date it was entered into the file. The employee shall receive and sign a dated and signed copy of any letter of reprimand/commendation prior to its placement in his/her personnel file. Only items dealing with job performance and qualifications shall be included in personnel files. No other files, contemporaneous or otherwise shall be kept on personnel except for local professional development (LPDC) files.
- C. **EXAMINATION OF FILE** – An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein.
- D. **REBUTTAL TO FILED INFORMATION** – An employee shall be entitled to attach a reply to any document contained in the file if submitted in a timely manner within the same contract year.
- E. **PROHIBITION AGAINST ANONYMOUS INFORMATION** – Anonymous documents shall not be placed in an employee's file.
- F. Evaluative materials filed in the file after January 1, 1985, shall be only that authorized by Article VII.

## **ARTICLE IX**

### **JOB SECURITY**

- A. **CONTRACTS** – All teachers who are appointed for the first time will be issued a one (1) year limited contract that will expire at the end of the school year for which the appointment is made. Any teacher hired after the first day of the contract year will receive the appropriate salary and sick leave accumulation prorated to their actual days of service. Teachers who work less than one hundred twenty (120) days in a contract year, unless on approved leave, will not receive credit for a year's service on the longevity schedule. Each newly hired teacher shall serve a probationary employment period with the District of three consecutive full school years of full-time employment before obtaining a continuing contract unless the teacher has held a valid continuing contract in another Ohio district in which the probationary period is two years. During the probationary period, said teacher shall receive a contract of no longer than one (1) school year and shall receive evaluations as specified in this agreement. The Board may declare its intention not to re-employ a limited contract teacher on a probationary contract by giving the teacher written notice on or before the 1<sup>st</sup> day of June. If the Board does not give the teacher written notice by June 1<sup>st</sup> the teacher is deemed re-employed under a limited contract or a continuing contract, if qualified, at the appropriate salary as found in Article X. The teacher is presumed to have accepted such re-employment unless he/she notifies the Board in writing to the contrary on or before July 10. After three years, the teacher is given tenure providing all eligibility criteria below have been met. Should the criteria not be met, the teacher who is recommended for re-employment shall receive a one year contract subject to Article XI Sections B and D of this agreement.

In order to be eligible for continuing contract, a teacher must:

1. be a graduate of a four (4) year program from an approved teacher training institution, and
2. have completed at least three (3) consecutive years of successful teaching experience in the Berkshire School District, and
3. hold an Ohio eight (8) year professional, permanent, or life certificate or hold an Ohio five (5) year professional license with at least thirty (30) semester hours of graduate course work completed, and
4. file a letter of application and necessary transcripts with the Superintendent by September 30 of the school year in which the teacher wishes to be considered for a continuing contract.

Teachers who have had a continuing contract in Ohio become eligible for a continuing contract in the Berkshire School District after serving a two (2) year period.

Teachers who have met all legal qualifications or requirements to become eligible for a continuing contract but have, in the opinion of their principal, supervisor, and Superintendent, certain other deficiencies, shall be notified of such weaknesses in writing by the Superintendent of Schools, acting with the confirmation of the Board, on or before June 1<sup>st</sup>. They may be placed on an extended limited contract for a period not to exceed two (2) years. If they are re-employed at the end of the probationary period, they shall be given a continuing contract.

- B. **REEMPLOYMENT** – At a meeting of the Board of Education in May, the local Superintendent shall present to the Board for approval and confirmation a list of certificated/licensed personnel to be reappointed with recommendations as to contract renewal. Upon the approval and confirmation of the Board, contracts and notifications of salaries shall be issued.

C. **EMPLOYMENT OF RETIRED TEACHERS, INCLUDING THOSE WITH PRIOR SERVICE CREDIT IN THE BERKSHIRE LOCAL SCHOOL DISTRICT**

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and, further, there is no expectation of continued employment or re-employment when a teacher retires from the Berkshire Local Schools. Such teachers need not be interviewed by the Board for any open positions for which they may apply. Such teachers will be limited to two (2) for the district.
2. A "retired" teacher already receiving health insurance benefits through STRS and who is employed or re-employed by the Board must agree to waive any and all right to such coverage as a condition of employment (or re-employment) in addition to eligibility for any opt-out amounts that otherwise be payable for such coverage and such teachers may be required to execute an appropriate waiver declining the Board's coverage and eligibility for any opt out, if any: upon such employment or re-employment. To the extent that a retired teacher previously covered by STRS regulation, state law, or through legal action, such teachers would immediately be eligible to participate in the Board's health insurance coverage (or opt out, if applicable) on par with any other teacher. Likewise, any retired teacher not yet eligible for health insurance benefits through STRS may participate in the Board's health insurance coverage until they become eligible for STRS insurance coverage.
3. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 0. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Berkshire Local School District Board of Education shall be at Step 0. Any salary schedule placement determination as set forth herein shall be considered final.
4. Salary placement for educational status (i.e. "horizontal" placement from BA through MAST + 30) shall be fully recognized.
5. Seniority for retired teachers newly hired by the Board as well as for Berkshire teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to "years of service with the district," "seniority," etc. shall mean years of service/seniority earned after employment by the Board following retirement.
6. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to one (1) year limited contracts of employment.
7. In the event the Board determines it necessary to enact a reduction in force pursuant to Article IX, E., teachers employed by the Board after retirement shall not be rehired at the end of their one-year contracts to fill any position that might otherwise be available for interested non-retired members of the bargaining unit. Further, teachers employed by the Board after retirement shall have no bumping rights nor any right to recall.

8. There will be no severance pay for accumulated sick leave for retired teachers employed by the Board; however, such teachers will be granted fifteen (15) days of sick leave with their first contract with the Board and will thereafter accumulate sick leave thereafter on par with other teachers. The parties specifically agree that this provision supersedes Ohio Revised Code section 3319.141.
9. Retired teachers employed by the Board are not eligible to participate in any retirement incentive programs.
10. The availability of and appropriate payment for supplemental contracts is unaffected by the terms of this provision.
11. Teachers employed by the Board after retirement shall be evaluated once annually following two observations of at least thirty (30) minutes each. Non-renewal of such teachers will be deemed automatic upon the expiration of their limited contract and the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.
12. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

**D. TERMINATION OF CONTRACT**

1. Any teacher desiring to resign from his/her position with the Berkshire Schools should notify the Board in writing as soon as possible. All resignations should be addressed to the Berkshire Board of Education.
2. In accordance with the Ohio Revised Code, Section 3319.15, a teacher having a contract covering the ensuing school year may resign up to July 10 preceding that school year; but after that date consent of the Board must be obtained.
3. A teacher under limited contract status is automatically reemployed unless he/she is notified otherwise on or before June 1<sup>st</sup>.
4. Teachers who are not to be reemployed shall, be notified, in writing, of the Superintendent's intention to recommend the non-renewal of their employment contract by May 15<sup>th</sup>, and shall, upon request, be given the reasons in writing in a conference with the Superintendent and shall be notified in writing by the treasurer of the school district as confirmed by the Board on or before June 1<sup>st</sup>. Such written notice to the teacher concerning non-reemployment shall not be necessary provided that the teacher, after having consulted with the local Superintendent, presents a letter of resignation prior to June 1<sup>st</sup>.
5. The continuing contract of a teacher may be terminated by the Board for gross inefficiency or immorality, for willful and persistent violation of reasonable Board regulations, and for other good and just cause or for reasons set forth in the Ohio Revised Code. Such termination shall be in accordance with provisions of Section 3319.16, O.R.C.

**E. SUSPENSION OF EMPLOYEES** – The local Superintendent is invested with authority to suspend any employee of the Board for serious infraction of the rules and regulations of the Board or for violation of the state law pertaining to schools. The local Superintendent shall take such action when, in his/her judgment, the best interests of the school will be served by immediate suspension. In such cases suspension shall be in force until the next regular meeting of the Board or until a special meeting can be called to consider the problem.

**F. REDUCTION IN FORCE** – If the Board decides to effect a planned reduction in the number of teachers, the following procedures shall apply:

1. **Layoff**

- a. The number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire or resign and for teachers whose contracts are terminated or nonrenewed on the basis of performance.
- b. To the extent that reductions are not achieved through such attrition, reductions will be achieved by the suspension of teaching contracts. In suspending contracts of teachers within each teaching field affected by the reduction in force, preference shall be given to teachers with continuing contracts and to teachers with greater seniority when deemed comparable on evaluations.

2. To achieve such a reduction in force, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making the recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/licensure.

a. Limited contract teachers shall be reduced first utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Comparable evaluations as defined in this agreement.
3. 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 being the first to be suspended.

b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Comparable evaluations as defined in this Agreement.
3. 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 being the first to be suspended.

c. Comparable Evaluations

1. Comparability shall be defined as follows:

- a. All teachers with a rating of Accomplished are comparable to one another.
  - b. All teachers with a rating of Skilled or Developing are comparable to one another.
  - c. All teachers with a rating of Ineffective are comparable to one another.
3. Bumping procedures must be used. Bumping shall be defined as a teacher with more district seniority taking the position of a teacher with less district seniority. A teacher may bump when s/he otherwise loses his/her position due to a reduction in force. A teacher may only bump into areas in which s/he is licensed. OTES teachers may bump into their comparable category or below. Non-OTES teachers may bump the least senior teacher in their area of certification/licensure.
4. **Notification of Teachers** – Any teacher whose contract is to be suspended as the result of the reduction of teachers shall be notified in writing of his/her intended suspension at least thirty (30) calendar days prior to the date of suspension. Simultaneous notice will be provided to the Association President.
5. **Recall**
  - a. Teachers on the Reduction in Force lists shall be returned to active employment to fill vacancies for which they are certified/licensed, or become certified/licensed, in the order of seniority at the time of their suspension, subject to the exceptions to seniority noted in paragraphs 1., b., and c. above. A previously full-time teacher shall not be penalized in any way for refusing a part-time position.
  - b. No new teacher shall be employed by the Board while there are teachers on the Reduction in Force list who are qualified for any vacancy in a teaching position.
  - c. A teacher shall remain on the Reduction in Force list for two (2) years from the effective date of the layoff.
  - d. Teachers on layoff status will be given preferential consideration as substitute or part-time teachers. However, acceptance or rejection of such employment shall not disqualify that teacher from placement or continued placement on the Reduction in Force list.
6. **Certification/Licensure** – It shall be the responsibility of any teacher to notify the Superintendent's office of any change or updates in their area(s) of certification/licensure.
7. **Seniority**
  - a. **Seniority Defined** – Seniority shall be defined as the employee's length of continuous service with the Board commencing from the employee's first day worked.
    - (1) Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked.
    - (2) Seniority for part-time employees shall be prorated to arrive at the amount of seniority to be credited to the employee for that school year.
    - (3) A "year" means a school year in which the employee was paid for at least one hundred twenty (120) days of service in the school district.



- b. **Breaking of Seniority** – A layoff that does not exceed two (2) years and time spent on disability retirement, or any Board-approved non-paid leave of absence, shall neither be construed to constitute a break in seniority nor an accrual of seniority; however, an employee's seniority shall be broken upon resignation, permanent retirement or discharge.
  - c. **Breaking of Seniority Ties** – In the event that two or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in the following order of tie-breaker considerations:
    - (1) Date of first employment by the Board.
    - (2) Date of application to Berkshire Local Schools.
    - (3) Length of previous professional service under contract in other school districts provided there was no interruption from school year to school year. Active military duty would not count as an interruption of service nor count toward length of service.
    - (4) Length of previous interrupted professional service under contract in other school districts.
    - (5) If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.
  - d. **Posting of the Seniority List** – The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked relating to the most recent continuous service, the level of certification/license, the area(s) of certification/license, and the years of seniority for each employee in September and April of each work year. The President of the Association shall be provided with a copy of the seniority list prior to posting.
    - (1) The names of employees on the seniority list shall appear in seniority rank order within areas of certification/licensure with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
    - (2) The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
  - e. **Correction of Inaccuracies** – Each employee shall have a period of thirty (30) days after the posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting. The Board or its agents shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated list immediately. If the employee is unable to resolve a dispute regarding placement on the seniority list, the employee may file a grievance.
8. **Fringe Benefits** – Any teacher whose contract is suspended and who remains on the Reduction in Force list is eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Treasurer's Office not later than the 15<sup>th</sup> of each month. If the teacher fails to pay the Treasurer's Office by the

15<sup>th</sup> of any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her layoff.

G. **JOB SHARING**

1. **Criteria for Volunteering to Job Share**

- a. Teachers must have the same certification/license.
- b. Teachers must have satisfactory evaluations.
- d. Teachers must agree to divide the schedule proportionally (half time each).
- e. Final approval must be granted by the Superintendent.

2. **Responsibilities**

- a. Both teachers are empowered to work out all the details related to assignments, work schedules, in-service days, parent-teacher conferences, etc., but every effort shall be made to make an equal division of duties.
- b. Both teachers will be expected to plan together so as not to diminish instruction in any way.
- c. Both teachers will be responsible for all necessary communication with parents.

3. **Pay/Benefit Issues**

- a. Each teacher shall be paid one-half of his/her regular salary.
- b. Hospitalization will be available to one of the teachers only.
- c. Both teachers will maintain all other fringe benefits.
- d. Sick leave and personal leave will be adjusted proportionately.

4. **Guarantees**

- a. Seniority in the Berkshire Local School District shall not be affected by job sharing.
- b. Both teachers shall be guaranteed positions when they desire to return to full-time teaching status. The last teacher hired with that certification/licensure will be displaced if necessary. Job share teachers are encouraged, but not required, to delay a return to full time when an opening is created through retirement or resignation.
- c. Both teachers shall be given full credit for advancement on the salary schedule.
- d. The decision to allow job-sharing remains with the Board. All job-sharing is limited to one contract year with extensions granted upon review by the Board.
- e. Job share teachers agree to do job share for the entire contract year.

## **ARTICLE X**

### **SALARY PAYMENTS AND DEDUCTIONS**

- A. **SALARY SCHEDULE** – The B.A. base salary on the attached index salary schedule (Appendix A) shall be:

1. \$38,350 (+2%) for the 2021-2022 school year.  
\$39,117 (+2%) for the 2022-2023 school year.  
\$39,997 (+2.25%) for the 2023-2024 school year.
2. Longevity steps are as follows for 2021-2024:
  - a. Step 18, Add \$500
  - b. Step 21, Add \$500
  - c. Step 24, Add \$500
  - d. Step 27, Add \$500
  - e. Step 30, Add \$500
  - f. Step 33, Add \$500
3. The Board will reimburse a grade level or department the amount equivalent to any stipend the board may receive from a university or college for supervising a student teacher.

B. **OPERATION OF THE SALARY SCHEDULE**

1. Determination of a teacher's appropriate level on the Berkshire School District current salary schedule shall be based upon total college credits accumulated at colleges or universities which are accredited by the Ohio State Department of Education. Credits earned at institutions not accredited by the State Department will not be accepted.

However, credits from a nonaccredited institution which have been accepted as transfer credits and included on the transcript of a State Department accredited institution shall be accepted. The Board may grant exceptions for certain specific and appropriate courses that are taken by those individuals who are on Level IV (Master's Degree) of the Berkshire School District's Teachers' Salary Schedule and are working towards Level V (Master's + 15 semester hours) or above.

2. The Salary Schedule Columns are:
  - a. Level I – Bachelor's Degree.
  - b. Level II – Bachelor's Degree plus fifteen (15) semester hours which must be received after the Bachelor's Degree.
  - c. Level III – Bachelor's Degree with one hundred fifty (150) semester hours which may be taken concurrent with the Bachelor's Degree and include the hours needed for the degree.
  - d. Level IV – Master's Degree.
  - e. Level V – Master's Degree plus fifteen (15) semester hours which must be received after the Master's Degree is earned. The equivalent of seven (7) semester hours must be in a directly related area of the teaching field(s) on the teaching certificate/license.

- f. Level VI – Master’s Degree plus thirty (30) semester hours.
  - g. Level VII – Master’s Degree plus forty-five (45) semester hours.
  - h. Level VIII – PhD
3. In order to be eligible for a salary increment, a teacher must have taught at least one hundred twenty (120) days of the previous school year. The increments shall be given with the first pay in September of each school year.
  4. In order to move to a higher pay level, evidence of necessary training must be filed with the local Superintendent of Schools not later than October 15 or February 15. The increase will be reflected retroactively to the beginning of the school year or the second semester respectively.

**C. SUPPLEMENTAL SALARIES**

1. Additional compensation beyond the regular salary will be paid to staff members who are performing special services requiring the assumption of extra responsibilities. Compensation will be made in accordance with special schedules on Appendices B-1 through B-3. Credit shall be given for total years of experience in each supplemental, not consecutive years of experience and without regard to program gender or level.
2. All supplemental positions, salaries and extended service shall be negotiated with the B.E.A. and be paid at the rates set forth in the Supplemental Salary Schedule.
3. If new positions are created by the Board, or if the responsibilities of existing positions are substantially altered, the compensation shall be negotiated by a committee of equal numbers appointed by the B.E.A. and the Superintendent. (Neither party shall have any control over the selection of the other party’s representation.)
4. It is understood that an activity may have already begun while the compensation process proceeds. The resulting stipend shall be retroactively effective to the first day of the activity and shall be considered an addendum to the existing supplemental salary schedule. At the next negotiations’ process, this addendum shall be added to the supplemental salary schedule.
5. Teachers hired for positions providing extended service shall be issued a supplemental contract stating the number of extended days and the teacher’s per diem compensation rate.
6. All supplemental contracts shall be issued at the indicated index of the current year’s base.

**D. SALARY PAYMENTS**

1. Salary payments shall be made on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month at the rate of 1/24 of the annual contract less deductions. If the first regularly scheduled workday of the school year falls on or before August 31, salary payments shall begin with the fifth (5<sup>th</sup>) of September. If the first regularly scheduled workday of the school year falls on or after September 1, salary payments may begin with the twentieth (20<sup>th</sup>) day of September. If payday falls on a Saturday, Sunday or holiday, the payday shall be the immediately preceding Friday, except Good Friday.
2. All seasonal supplementary salaries shall be paid upon completion of the activity and submission of all required paperwork in the next regularly scheduled payroll date, but no longer than thirty days following the completion of the activity. Summer academic supplemental salaries shall be paid in the next regularly scheduled payroll date.

- E. **PAYROLL DEDUCTIONS** – Payroll deductions are mandatory for teachers' retirement and income taxes. When authorized by the teacher, other deductions will be made for hospital insurance, health and accident insurance, tax sheltered annuities, credit union or savings institution accounts, B.E.A. dues and assessments, and EPAC contributions at no charge.
- F. **PER DIEM RATE**
1. When deductions for unauthorized absence are made, they shall be based on the annual salary divided by the number of days in the school year (teaching days plus days of required meetings) multiplied by the days of absence.
  2. Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives shall be equal to his/her annual salary divided by the number of days in the school year (teaching days plus days of required meetings) multiplied by the days of service minus all previous payments.
- G. **TAX SHELTERED ANNUITY PROGRAM** – The Berkshire Board of Education approves payroll deductions for tax sheltered annuity plans for all certified/licensed employees under the following guidelines:
1. The company must be approved and licensed to do business in the State of Ohio.
  2. Any company must have a minimum of five (5) contracts with employees of the Berkshire School District to be considered for payroll deductions.
  3. All contact with employees must be made through the respective employee associations, but enrollment shall not be limited to members of employee associations.
  4. The enrollment period will be from the first day of the contract year until the last day of the contract year. The effective date and any subsequent changes will be subject to IRS regulations.
- H. **STRS PICKUP** – Effective with the first workday of each work year, the Board shall pick up the total employee contribution to STRS by effecting a uniform salary reduction equal to that contribution upon the employee's salary. For all other purposes except those pertaining to this pickup deferring this amount in relationship to taxes, the employee's salary shall still relate to the salary set herein in accordance with his/her placement on the salary schedule.
- I. **TRAVEL ALLOWANCE WITHIN THE SCHOOL DISTRICT** – All personnel having assigned duties in more than one building during a school day and furnishing their own transportation will be paid at the Internal Revenue Service rate provided in Article V, Section I. Any required travel over one and one-half (1.5) miles to buildings/meetings within the district shall be paid mileage in accordance with Article V, Section 1. Reimbursement forms provided by the Treasurer of the Board shall be completed by the person seeking reimbursement and delivered to the office of the Superintendent for his approval and payment.
- J. **EXTENDED TIME**  
Any teacher who is required to work more than one hundred eighty-four (184) days shall receive his/her per diem rate for each additional day worked.
- K. **RETIREMENT INCENTIVE** – The Board shall pay twenty-five percent (25%) of the employee's last year's salary as a Retirement Incentive Bonus at or before thirty-five (35) years of service. Thereafter, the Board shall pay ten percent (10%) of the employee's last year's salary as a

Retirement Incentive Bonus up to year thirty-nine (39). Eligible employees must serve written notice to the Board of their retirement on or before April 30 of the year of their intended retirement.

All employees must meet the following conditions:

1. Must have been employed in Berkshire Schools the past twelve (12) years.
2. The Board will establish a Section 457(b) *and a 403(b)* plan with VALIC Financial Advisors, Inc., an Ohio licensed annuity company. Such plans will serve as a vehicle for the payment of all or part of the severance as the employee chooses dependent upon age. Employees who reach 55 years of age or older, in the year of separation of employment, shall be mandated to the 403(b) plan for their severance money. Employees who will not reach 55 years of age in the year of separation of employment shall be placed in the 457(b) plan for their severance money.

The Incentive Bonus will be paid after the employee retires.

- L. **REPORT CARD RATING:** If the District places in the top twenty (20) percent when compared to other Ohio Districts in relation to the state's assessments, all teachers will receive two hundred and fifty dollars (\$250).

## **ARTICLE XI**

### **FRINGE BENEFITS**

#### **A. HOSPITALIZATION INSURANCE**

1. The Board of Education shall provide hospitalization insurance through SuperMed PPO, which provides coverage in network with members being responsible for a \$500 single deductible/\$1,000 family deductible, 20% coinsurance to a maximum out of pocket to \$1,000 single/ \$2,000 family. Additionally, outside the network, members are responsible for a \$2,500 single deductible/\$5,000 family deductible, 20% coinsurance to a maximum out of pocket of \$3,000 single/\$6,000 family. Any change in healthcare insurance provider must be mutually agreed upon by the Board of Education and the Berkshire Education Association. If the company providing coverage changes during the contract duration, the new coverage must be at least as good as that offered by the previous provider.

Teachers who are enrolled in hospitalization insurance fringe benefits coverage provided by the Board shall contribute 15% of the monthly premium for their level of coverage not to exceed two hundred dollars (\$200) per month for single coverage, three hundred dollars (\$300) per month for middle-level coverage, and four hundred dollars (\$400) per month for family coverage. The Board shall pay the remainder of the cost of the insurance premium. Such monthly contributions are to be done by payroll deduction, twice per month. Employee-paid deductibles per single shall be two five hundred (\$500) dollars and per family one thousand dollars (\$1000). The Board shall establish and self-fund a reimbursement account for employees in order to refund eighty percent (80%) of the remaining co-insurance/high deductible as outline in the policy with medical mutual. The co-insurance refund is to cover eighty percent (80%) of the out-of- network two thousand five hundred (\$2,500) single, five thousand dollars (\$5,000) family less the aforementioned employee-paid deductibles. The Board self-funded reimbursement account shall be administered through a third-party provider.

2. For new half-time (1/2) employees hired after July 1, 1990, the Board will pay half (1/2) the full premium price for single coverage, and in addition, will pay half (1/2) the premium price for the family plan. The Board shall continue to pay full premiums for those employed more than half time.
3. Employees on a leave of absence may continue hospitalization insurance coverage for a period of eighteen (18) months through the Board of Education by paying each month to the Treasurer the amount of the monthly premium.
4. **Opt-Out** – Any teacher who has other medical insurance coverage may elect to opt out of health insurance, dental insurance and optical reimbursement. Teachers shall receive two thousand dollars (\$2,000) for opting out of single coverage, three thousand dollars (\$3000) for opting out of middle-level coverage, and four thousand dollars (\$4,000) for opting out of family coverage. Teachers will receive the opt-out amount based on their level of health insurance coverage as of June 30<sup>th</sup> of the year preceding the opt out. Married couples who both are employed in the District are not eligible for this opt out. Employees may still elect life insurance coverage. Teachers must notify the Board of their intent to opt-out by August 25<sup>th</sup> of the current school year. Opt-out payment will be made on the first pay date in September of the following school year in a check separate from payroll. Employees must provide a certificate of eligibility from their health insurance company, and submit it with the attached waiver form.
5. **Insurance Committee** – At the request of the association, an insurance committee shall be created. This committee shall consist of up to five (5) teachers appointed by the



Association President and up to four (4) representatives of the Board of Education and a representative from Barrett Benefits or current outside consultant.

- B. **PRESCRIPTION DRUG PLAN** – A prescription drug plan shall be part of the medical insurance coverage and subject to the deductibles as in Section A, 1.
- C. **SECTION 125 PLAN** – In consideration of the aforementioned conditions, the Board of Education will offer a Section 125 Plan that will allow for the establishment of: a Premium Pass-Through Account, an Unreimbursed Medical Spending Account, and a Dependent Care Account.
- D. **DENTAL PLAN**
1. The Board shall provide no less than the current dental insurance for either single or family for all employees, who do not opt out of the health insurance under Article XI, section 4, under contract one-half time or more.
  2. The cost of preventative dental services shall be paid in full and shall not be part of the annual maximum allowable on other dental services.
  3. For new half-time (1/2) employees hired after July 1, 1990, the Board will pay the full premium price for single coverage, and in addition, will pay half (1/2) the premium price for the family plan. The Board shall continue to pay full premiums for those employed more than half time.
- E. **LIFE INSURANCE** – The Board will offer a fifty thousand-dollar (\$50,000) life insurance plan to all teachers who work half-time or more during the year. The Board will select the carrier.
- F. **CHANGE OF CARRIER** – If the Board desires to change any insurance carrier, it shall inform the Association and verify that the specification and service are no less than current benefits.
- G. **OPTICAL INSURANCE** – The Board will provide the Anthem Blue Vision Plan. There will be an 85%-15% split of the plan's premium between the Board (85%) and the membership (15%). All bargaining unit members who participate in the medical health care plan will accept the district's vision plan. Any member who opts out of the district's medical plan will not participate in the vision plan and will receive no additional opt out incentive.
- H. **BENEFIT CHANGES** – Any notice of changes to, sign-up for, benefits of any kind will be mailed via the U.S. mail to all members during the summer months. Such notifications sent during the school year will be sent via inter-office mail using personalized recipient labels.
- I. **LIMITED TUITION ASSISTANCE**  
The Board will appropriate the amount of twenty thousand (\$20,000) annually for the term of this contract for the purpose of assisting Berkshire teachers to earn graduate credit for courses and approved workshops and/or on-line courses in connection with their professional responsibilities with the District.

Tuition assistance will be limited as follows:

1. Course work must be approved on or about fourteen (14) days after the beginning of the class by the Superintendent and must be graduate level in a college or university approved for teacher training by the Ohio Department of Education. A teacher who receives financial aid shall be eligible to be reimbursed for any portion of the tuition that is not covered by the financial aid.

2. Course work must be in the area of a teacher's present certification/licensure unless such course work is in a certification/licensed area designated as one of need for the District and approved by the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
3. Eligible applicants must have been a teacher in the Berkshire Local Schools for a period of three (3) years unless waived for specific educational reasons at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
4. Members obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) year following the completion of the course work. Any voluntary separation by the Member prior to this time will result in the obligation of the Member to repay the full amount of the tuition assistance within thirty (30) days of the separation from employment.
5. Interested applicants must submit a Tuition Assistance Request Form for approval on or about fourteen (14) days after the beginning of the class for which the employee is requesting reimbursement. The maximum reimbursement per request will be FIVE (5) quarter hours or THREE (3) semester hours. No bargaining unit member shall exceed 1/20 of the tuition reimbursement total for one school calendar year. Once tuition assistance is approved, reimbursement will be processed by the Treasurer only upon receipt of a copy of the official transcript indicating that the Member obtained a minimum grade of "B" in the course(s) and paid receipt showing actual costs incurred.
6. Reimbursement will be in conjunction with the contract year, September 1 through August 31. Therefore, the course must begin in the contract year in which the reimbursement is being requested. There will be no carryover of any unused portion of the appropriated amounts for tuition assistance.
7. The rate of reimbursement shall be the lesser of the actual tuition cost or one hundred fifty dollars (\$150) per quarter hour/two hundred dollars (\$200) per semester hour.
8. Tuition assistance will be granted on a first-come, first-served basis, as determined by the application date.
9. The District shall pay 100% of the tuition to any teacher who is instructed by the District to seek additional education to become a certified College Credit Plus (CCP) instructor. Tuition for this endeavor will not be taken from the limited tuition fund.

## **ARTICLE XII**

### **RETIREMENT**

#### **A. SEVERANCE PAY UPON RETIREMENT**

1. A teacher retiring from the Berkshire School System who is eligible for retirement benefits under the State Teachers Retirement System shall submit in writing such intentions to the Treasurer of the Berkshire Board of Education.
2. The employee shall provide a written resignation and evidence of eligibility for retirement benefits from the State Teachers Retirement System. When the employee has received full compensation and benefits due to the employee from the Board of Education, the employee shall receive severance pay as stipulated herein:
  - a. Accumulated sick leave is to be used for calculating severance pay. Only sick leave as recorded by the Treasurer will be used for calculating purposes.
  - b. When severance pay is issued, all accumulated sick leave is terminated and reduced to zero (0).
  - c. An employee shall receive severance pay only once and shall be an employee of the Berkshire School District immediately before retirement and have at least five (5) years of service in the Berkshire School District under STRS.
  - d. The per diem rate of an employee shall be calculated as stipulated on the salary schedule according to the position held at the time of retirement.
  - e. Formula for severance pay calculation is one-fourth (1/4) of accumulated sick leave days to a maximum of eighty (80) days, times final daily rate of salary only, no extracurricular or additional assignments.

- B. **MEDICARE PAYMENT** – Any employee sixty-five (65) years or older, who chooses to opt out of the district's health care shall be eligible for either the opt out bonus, or reimbursement for Medicare B premium payments, but not both. Payments will cease upon the employee's retirement.

## **ARTICLE XIII**

### **PROFESSIONAL CONCERNS**

- A. **FACULTY ADVISORY COUNCIL** – A faculty advisory council at each of the District's buildings shall be organized to discuss pertinent school matters. The advisory council will meet a minimum of four (4) times each school year.
- B. **GRADES**
1. No student's grade shall be changed without consultation with the teacher.
  2. Teachers shall use the Board approved electronic grade book program to track and record students' grades. The Board will provide training to teachers on the program. Teachers must update students' progress for each student in their class by the end of payday Friday, with the exception of elementary special teachers (music, art, gym and computer) who will update twice per semester. Each teacher shall be given personal internet access during the school day. Interims are no longer required. End of quarter grades shall be due no sooner than four (4) working days upon the completion of the first, second, and the third grading periods.
  3. All teachers shall be granted administrative privileges on school computers on an as-needed basis by the IT department or superintendent. All teachers shall be issued individualized usernames and passwords.
- C. **COLLEGE CREDIT PLUS** - Any classes offered by the district to students through the College Credit Plus program shall first be offered to bargaining unit members as teacher in accordance with this article. If no bargaining unit member is qualified, pursuant to the requirements of the program, the board may arrange for such class(es) to be taught by non-bargaining unit members. However, in such instances, the Board must seek Association members who are interested in becoming dual-certified. Teachers participating in the College Credit Plus program will have each CCP course count toward their course load and each student shall count toward the teacher to student ratio.
- D. **INTER-DISTRICT PRESENTATIONS**
1. A teacher that is requested by administration to plan an inter-district presentation will receive a stipend of eighty dollars (\$80).
- E. **SCHOOL SAFETY AND COMPLIANCE TRAINING** - School safety and compliance training shall take place during PLC time or professional development days.

## **ARTICLE XIV**

### **TEACHER RIGHTS AND RESPONSIBILITIES**

- A. **NONDISCRIMINATION** – The Board and the Association agree that neither party shall discriminate against each other or against any employee on the basis of race, color, creed, sex, religion, disability, genetic information, military status, or marital status as applied to the terms of this Contract.
- B. **STANDARDS OF DISCIPLINE**
1. No Bargaining unit member shall be disciplined by the board or any of its agents in an arbitrary and capricious manner or without just cause.
  2. All staff discipline will be conducted in private. Upon request, a teacher shall have the right to have an association representative present at any meeting in which the teacher or administrator reasonably believes may result in disciplinary action. Administration will alert the association president if there is a situation that may require staff discipline.
  2. Disciplinary Steps
    - Tier 1: Misconduct which interferes with the orderly operation of the classroom, a school function, extracurricular or co-curricular programs, or is deemed demeaning or inappropriate in the school setting.
      - a. Informal meeting
      - b. Verbal warning
    - Tier 2: Misconduct which interferes with the orderly operation of the classroom, a school function, extracurricular or co-curricular programs, or is deemed demeaning or inappropriate in the school setting; and is more serious than a tier 1 offense. It may also include repeated tier 1 offenses, or include acts directed against persons or property but which do not seriously endanger the health or safety of others.
      - c. Written account of the event to be placed in the personnel file
      - d. Written letter of reprimand to be placed in the personnel file.
    - Tier 3: Misconduct which interferes with the orderly operation of the classroom, a school function, extracurricular or co-curricular programs, or is deemed demeaning or inappropriate in the school setting; and is more serious than a tier 2 offense. It may include repeated acts of misconduct; serious disruptions of school operations; threats to the health, safety, and property of the student or others; and other acts of serious misconduct. Tier 3 offenses must be reported immediately to the superintendent and may result in immediate removal of the staff member from the school or extracurricular or co-curricular activity. Certain offenses may also be referred to Law Enforcement directly.
      - e. Suspension that may occur with or without pay based on the severity of the alleged offense.
      - f. Disciplinary action up to and including termination.
  4. In the event that the employee is exonerated of the allegations made against him/her, all material pertaining to the allegations shall be removed by the administration from the employee's personnel file. The employee shall be notified in writing upon removal of said document(s).

- C. **MEDICAL EXAMINATION** – Teachers are encouraged to be tested for tuberculosis annually.
- D. **USE OF TELEPHONES** – School telephones are provided to expedite intra-school communications and outside calls as necessary to conduct school business. School phones are for school business but may be used for personal calls when necessary. All long-distance calls must be recorded by the person making the call. Incoming collect calls must be recorded by the person accepting the charges. The teacher shall promptly reimburse the Board for the costs of a personal call.
- E. **NONTEACHING DUTIES** – In assigning teachers to nonteaching duties such as bus duty and hall duty, the administration shall make every reasonable effort to select available staff members on an equitable basis. To the extent possible the District will make an effort to select available staff members for duties that align with the grade levels that they teach.
- F. **COMPLAINTS AGAINST EMPLOYEES** – Before taking disciplinary action based on whole or in part on a complaint by a nonemployee of the Board, the affected teacher shall be advised of the nature of the complaint and the name of the person making it. Also, the teacher shall be given an opportunity to respond to the charges. Anonymous complaints and/or concerns cannot, in themselves, become a matter of record that would affect terms of employment.
- G. **PARENT-TEACHER CONFERENCES** – The Board shall grant compensatory time for scheduled “parent-teacher conference days.”
- H. **TEACHER PROTECTION** – The Board shall reimburse a teacher up to two hundred dollars (\$200) in compensation for personal property damages incurred as a result of actions properly taken by the teacher within the scope of his/her employment with the district. Such damages shall be documented by the employee to the satisfaction of the administration prior to any such reimbursement.
- I. **WORK ENVIRONMENT**
1. The Board shall hire a Certificated/Licensed Nurse for the District.
  2. The Board shall not require any member of the bargaining unit to assist any student in taking medicine, aiding in medical procedures (with the exception of first aid) or assisting in student bodily functions. Ohio Revised Code 4723.02 requires medical personnel to handle medical procedures. This item does not apply to the school nurse.
  3. Training classes for dealing with students with special needs shall be offered at the Board’s expense as needed/requested by the staff with approval of the Special Education Director.
  4. The Board shall not require any member of the bargaining unit to carry a firearm/weapon.
- J. **CURRICULUM DEVELOPMENT**
1. Employees who are requested or required to participate, during their instructional day, in curriculum development, in-service or district planning programs shall receive release time for necessary meetings not to exceed more than two meetings per quarter per employee.
- K. **LOUNGE** – Each building will have at least one faculty lounge. A cellular telephone, stored in the office, will be available for staff wishing to make private calls.

L. **INCLUSION ISSUES**

1. Release time may be provided for teachers to attend meetings whose primary purpose is to compile information and establish educational goals for students with Individual Education Plans. Such release time would be arranged through the special education coordinator on an as-needed basis. Special education teachers shall have two (2) days extended time at the individual teacher's per diem rate to be used on a mutually agreed upon date. Teachers required to write an IEP for a student they do not see in the building on a regular basis will be provided assistance by the director/coordinator of special education/director of pupil services.
2. Teacher of regular education students who are on a 504 plan or are being evaluated for a 504 plan, as well as those who are receiving the attention of the Intervention Assistance Team, may, in some cases, qualify for release time for team meetings. Such release time would be arranged through the building principal on an as-needed basis.
3. Any teacher required to attend meetings referenced in items #1 and #2 above, which occur outside the school day as defined in Article III, C., shall be compensated for such time at the hourly substitution rate established in Article IV, A., 3.
4. When curriculum modification is required to meet the plans established in items #1 and #2 above, release time will be determined mutually by the regular education classroom teacher, the coordinator of that student's plan, and the building principal.
5. Any teacher who has a student referenced in items #1 and #2 above must be notified by the student's plan coordinator when changes are made to the student's educational plan that affect the teacher's classroom responsibility.

M. **BERKSHIRE PROFESSIONAL DEVELOPMENT COMMITTEE (BPDC)**

1. Six (6) teachers will be appointed by the Association for three (3) year terms.
2. Two (2) administrative representatives will be appointed by the Superintendent.
3. Stipends for the teacher appointees, the recorder, and the chair will be determined by the supplemental contracts salary schedule (Appendix B).

N. **MENTORING/ENTRY YEAR PROGRAM**

1. The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring, coaching and guidance to foster professional growth of the individual, and assessment of the performance of resident educators. All teachers not required by law to participate in the Resident Educator Program in their first year in the district shall be provided a mentor as long as there are applicants available who has at least three years employment in the district.
2. **Mentors**
  - a. **Qualifications** – Any teacher wishing to be considered to serve as a mentor shall have taught in the Berkshire Local School District for at least two (2) years and shall have taught for a total of at least four (4) years.
  - b. **Selection** – Selection shall be made by the building principal. Whenever possible, mentors shall be from the same building and grade level/subject matter as the



Resident Educator. No mentor shall have more than one first year Resident Educator at a time. Assignment of teachers as mentors will be voluntary. If there are no applicants, a teacher from the same building may be assigned. Mentors will be assigned no later than the first day of school or the first day of employment for anyone hired after school begins.

- c. **Training** – Teachers selected to be mentors for the first time shall be provided ODE approved training. Mentors shall be provided release time for training. Refresher training shall be provided as determined by the principal.
- d. **Confidentiality** – Mentors shall communicate directly with the Resident Educator and shall not discuss/report the performance/progress of the Resident Educator to any administrator, assessor, or other teacher. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of Resident Educator.
- e. **Release Time** – Each mentor shall be granted release time not to exceed eight (8) days per year for mentoring activities; said release time shall be separate from any other release time covered under this agreement.
- f. **Compensation** – Each mentor shall be granted a supplemental contract at the rate established in the supplemental salary schedule. Mentoring positions will be posted as Resident Educators are being hired not in a mass posting in spring.

### 3. **Resident Educator**

- a. The Resident Educator shall be provided release time not to exceed six (6) days per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments.
- b. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process during the first year.

### 4. **Protections**

- a. At any time in the first nine (9) weeks of mentoring, either the mentor or the Resident Educator may exercise the option to have a new mentor assigned. In that the mentor and Resident Educator must operate in a trusting and comfortable relationship, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- b. Neither the evaluation of the Resident Educator nor the mentor shall be affected in any aspect by the entry year program or its demands.

### 5. **Program/Review Revisions**

- a. **Committee** – Mentor teachers, Resident Educators, and principals shall meet as a group with the Superintendent and/or his/her designee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent no later than May 15.

- b. **Association/Board** – Association and Board representatives shall meet to discuss the recommendations prior to the next school year.
- O. **KEYS** – Each building will set up a procedure for teachers to have equal access to keys or any type of electronic access that may be installed to gain entry to the building after school hours or during days when school is not in session. Department heads and BLCC members shall be issued master keys to classrooms and teacher work rooms.

## ARTICLE XV

### ASSOCIATION RIGHTS AND SECURITY

#### A. DUES AND FEES

1. **Voluntary Dues Deduction** – The Board will deduct Association dues from each unit member's pay provided that individual voluntarily authorizes such deductions in writing. The schedule for deductions and the procedures to be followed for the unit member authorization shall be mutually arranged between representatives of the Board and the Association. The Association and the Board will give written annual notification to the membership that dues deduction authorization may be withdrawn at any time during the life of this Contract. In order to withdraw the authorization, the unit member must send written notification to the Treasurer who shall send a copy to the O.E.A. Treasurer.

It shall be the Association's obligation to supply the Treasurer no later than November 1 with information for the current year's dues deductions, include unit members' names, building assignments, and the total amount to be deducted from each individual's pay. The Board's obligation under this provision shall cease in regard to any individual who ceases to earn pay or who leaves the Board's employment.

The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deduction of dues pursuant to this article.

2. **Fair Share Fee** – **This section is void as a matter of law based on the Supreme Court decision in Janus v AFSCME, Council 31, 585 U.S. (2018), but is preserved and will be automatically implemented inf Fair Share Fee becomes legally permissible.**

As the exclusive bargaining agent and holder of the contract for all members of the bargaining unit, the Association may assess and collect a service fee from all members of the bargaining unit which may be equal to but not exceed the dues of the United Teaching Profession.

The service fee shall be paid through membership in the Association or by separate payment of the fee by nonmembers of the Association.

The Association shall set its service fee in August for the subsequent September through August contract year. The Association shall notify each nonmember of the service fee by the end of each October. The service fee shall be made through payroll deduction at no charge to the Association unless the nonmember makes separate payment arrangements with the Association. If the nonmember alleges that the fee is improper under the provisions of O.R.C. 4117.09, he/she may file an appeal by giving notice to the Association President of a desire for a hearing. Such appeal must be filed within two (2) workweeks of the notice of the fee, or any claim shall be deemed to be waived by the nonmember. All timely appeals shall be heard through the Association's internal procedures, and reductions or rebates shall be given for any expenditure in support of partisan politics or ideological causes not germane to the work of the employee organization (BEA-OEA-NEA) in the realm of collective bargaining.

All current and new employees shall be informed by the employer of this provision which shall be included as part of all individual employment contracts prior to the beginning of each employment year. Acceptance of new or continued employment by the employee shall constitute knowledge of this contract section and acceptance that it is part of his/her conditions of employment as is the entire collective bargaining agreement.

Upon submission of proper proof of religious conviction, an employee may be exempted from the service fee under the standards and requirements of Ohio Revised Code 4117.09, Section C.

- B. **USE OF SCHOOL FACILITIES** – The Association may, by providing reasonable advance notice, use school buildings, facilities, and equipment, provided that such use shall not interfere with the normal operation of the schools or with other scheduled activities. The Association shall reimburse the Board for the costs of such use in accordance with past practice.
- C. **SCHOOL MAIL, BULLETIN BOARDS** – The Association may use in-school mailboxes and the inter-school mail. Further, a bulletin board or bulletin board section in each building shall be designated for Association use.
- D. **DIRECTORY** – The Association shall have the right to receive a directory, with timely updates, listing the names, addresses, phone numbers, and subject area and building assignments on record of all employees of the Board.
- E. **REPORTS TO ASSOCIATION PRESIDENT** – The Association President has the right to receive, in a timely fashion, copies of Board agendas, minutes, and monthly financial documents, and upon request such other public Board materials as are related to its role as bargaining representative.
- F. **ASSOCIATION MEMBERSHIP MEETING** – The Association has the right to one (1) hour of the workday on each Orientation Day for the Association to hold a general membership meeting.
- G. **NO REPRISALS** – Neither the Board nor the Association shall take reprisals against teachers for their lawful participation and support (or nonparticipation and nonsupport) of the Association; for holding office (or declaring to hold office) in the Association; for participation (or nonparticipation) in negotiations or the grievance procedure; for utilizing the benefits of this Contract, or for membership (or nonmembership) in the Association.
- H. **NO REPRISALS FOR STRIKING** – No employee shall be nonrenewed, disciplined, adversely evaluated, transferred or deprived of benefits except for just cause as provided by the Board in writing citing the alleged problem(s).

## **ARTICLE XVI**

### **FORM, EFFECT, AND DURATION**

#### **A. FORM**

1. As soon as is reasonably possible after the parties have formally ratified this Contract, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Board shall have copies of the Contract printed booklet form and distributed to each employee. Employees hired thereafter shall also be furnished with a copy of the Contract upon employment.
2. **Cost of Preparation and Printing** – The Association shall prepare the final draft and any subsequent amendment(s) to the Contract. The Board shall bear the full cost for printing the Contract from the final draft and for any subsequent amendment(s) to the Contract.
3. **Copies for the Association's Use** – The Board shall provide twenty-five (25) copies of the printed Contract to the Association for the Association's use.

#### **B. EFFECTS**

1. This Contract represents the full understanding and commitment between the parties. This Contract may be changed only by negotiated amendment in writing properly signed and adopted by each party.
2. **Individual Contracts** – All individual contracts entered into between an employee and the Board shall be consistent with the terms and conditions of this Contract and compensation for bargaining unit positions shall not exceed those rates set forth in this Contract.
3. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools in accordance with Board and administration policies, rules and regulations, provided that the provisions of this Contract shall supersede and prevail over any conflicting provisions. Except to the extent limited by the express terms of this Contract, the Board reserves all rights and powers conferred upon it by law, and the Association expressly waives any right it otherwise might have to bargain with the Board over the exercise of its rights and powers during the term of this Contract except for mandatory subjects of bargaining not specifically addressed by this Contract.
4. **Severability**
  - a. **Legal Compliance** – If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to that extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  - b. **Renegotiation of Invalid Provision** – Any provision of this Contract which is found contrary to law shall be renegotiated by the parties within fifteen (15) days after said finding is rendered.

- C. **DURATION** – All provisions of this Contract shall remain in full force and effect from September 1, 2021, through midnight, August 31, 2024.

The parties to this Contract signed this date July 24, 2021, as witnessed below.

FOR THE ASSOCIATION

Hannah Bomback  
Its President

Eric Hogg  
Negotiator

\_\_\_\_\_  
Spokesperson

FOR THE BOARD

[Signature]  
Its President

[Signature]  
Treasurer

[Signature]  
Spokesperson

## APPENDIX A

### 2021-2022 SALARY SCHEDULE

EXP	INDEX	I = BA	INDEX	II = BA+15	INDEX	III = BA+150	INDEX	IV = MA	INDEX	V = MA+15	INDEX	VI = MA+30	INDEX	VII=MA+45	INDEX	VIII=PhD
0	1.000	38350	1.021	39155	1.042	39961	1.105	42377	1.126	43182	1.147	43987	1.168	44793	1.231	47209
1	1.042	39961	1.067	40919	1.092	41878	1.161	44524	1.186	45483	1.211	46442	1.236	47401	1.257	48206
2	1.084	41571	1.113	42684	1.142	43796	1.217	46672	1.246	47784	1.275	48896	1.304	50008	1.325	50814
3	1.126	43182	1.159	44448	1.192	45713	1.273	48820	1.306	50085	1.339	51351	1.372	52616	1.393	53422
4	1.168	44793	1.205	46212	1.242	47631	1.329	50967	1.366	52386	1.403	53805	1.440	55224	1.461	56029
5	1.210	46404	1.251	47976	1.292	49548	1.385	53115	1.426	54687	1.467	56259	1.508	57832	1.529	58637
6	1.252	48014	1.297	49740	1.342	51466	1.441	55262	1.486	56988	1.531	58714	1.576	60440	1.597	61245
7	1.294	49625	1.343	51504	1.392	53383	1.497	57410	1.546	59289	1.595	61168	1.644	63047	1.665	63853
8	1.336	51236	1.389	53268	1.442	55301	1.553	59558	1.606	61590	1.659	63623	1.712	65655	1.733	66461
9	1.378	52846	1.435	55032	1.492	57218	1.609	61705	1.666	63891	1.723	66077	1.780	68263	1.801	69068
10	1.420	54457	1.481	56796	1.542	59136	1.665	63853	1.726	66192	1.787	68531	1.848	70871	1.869	71676
11	1.462	56068	1.527	58560	1.592	61053	1.721	66000	1.786	68493	1.851	70986	1.916	73479	1.937	74284
12	1.504	57678	1.573	60325	1.642	62971	1.777	68148	1.846	70794	1.915	73440	1.984	76086	2.005	76892
13	1.546	59289	1.619	62089	1.692	64888	1.833	70296	1.906	73095	1.979	75895	2.052	78694	2.073	79500
14	1.588	60900	1.665	63853	1.742	66806	1.889	72443	1.966	75396	2.043	78349	2.120	81302	2.141	82107
15	1.630	62511	1.711	65617	1.792	68723	1.945	74591	2.026	77697	2.107	80803	2.188	83910	2.209	84715
18	(+500)	63011	(+500)	66117	(+500)	69223	(+500)	75091	(+500)	78197	(+500)	81303	(+500)	84410	(+500)	85215
21	(+500)	63511	(+500)	66617	(+500)	69723	(+500)	75591	(+500)	78697	(+500)	81803	(+500)	84910	(+500)	85715
24	(+500)	64011	(+500)	67117	(+500)	70223	(+500)	76091	(+500)	79197	(+500)	82303	(+500)	85410	(+500)	86215
27	(+500)	64511	(+500)	67617	(+500)	70723	(+500)	76591	(+500)	79697	(+500)	82803	(+500)	85910	(+500)	86715
30	(+500)	65011	(+500)	68117	(+500)	71223	(+500)	77091	(+500)	80197	(+500)	83303	(+500)	86410	(+500)	87215
33	(+500)	65511	(+500)	68617	(+500)	71723	(+500)	77591	(+500)	80697	(+500)	83803	(+500)	86910	(+500)	87715



**APPENDIX A-1****2022-2023 SALARY SCHEDULE**

EXP	INDEX	I = BA	INDEX	II = BA+15	INDEX	III = BA+150	INDEX	IV = MA	INDEX	V = MA+15	INDEX	VI = MA+30	INDEX	VII=MA+45	INDEX	VIII=PhD
0	1.000	39117	1.021	39938	1.042	40760	1.105	43224	1.126	44046	1.147	44867	1.168	45689	1.231	48153
1	1.042	40760	1.067	41738	1.092	42716	1.161	45415	1.186	46393	1.211	47371	1.236	48349	1.257	49170
2	1.084	42403	1.113	43537	1.142	44672	1.217	47605	1.246	48740	1.275	49874	1.304	51009	1.325	51830
3	1.126	44046	1.159	45337	1.192	46627	1.273	49796	1.306	51087	1.339	52378	1.372	53669	1.393	54490
4	1.168	45689	1.205	47136	1.242	48583	1.329	51986	1.366	53434	1.403	54881	1.440	56328	1.461	57150
5	1.210	47332	1.251	48935	1.292	50539	1.385	54177	1.426	55781	1.467	57385	1.508	58988	1.529	59810
6	1.252	48974	1.297	50735	1.342	52495	1.441	56368	1.486	58128	1.531	59888	1.576	61648	1.597	62470
7	1.294	50617	1.343	52534	1.392	54451	1.497	58558	1.546	60475	1.595	62392	1.644	64308	1.665	65130
8	1.336	52260	1.389	54334	1.442	56407	1.553	60749	1.606	62822	1.659	64895	1.712	66968	1.733	67790
9	1.378	53903	1.435	56133	1.492	58363	1.609	62939	1.666	65169	1.723	67399	1.780	69628	1.801	70450
10	1.420	55546	1.481	57932	1.542	60318	1.665	65130	1.726	67516	1.787	69902	1.848	72288	1.869	73110
11	1.462	57189	1.527	59732	1.592	62274	1.721	67320	1.786	69863	1.851	72406	1.916	74948	1.937	75770
12	1.504	58832	1.573	61531	1.642	64230	1.777	69511	1.846	72210	1.915	74909	1.984	77608	2.005	78430
13	1.546	60475	1.619	63330	1.692	66186	1.833	71701	1.906	74557	1.979	77413	2.052	80268	2.073	81090
14	1.588	62118	1.665	65130	1.742	68142	1.889	73892	1.966	76904	2.043	79916	2.120	82928	2.141	83749
15	1.630	63761	1.711	66929	1.792	70098	1.945	76083	2.026	79251	2.107	82420	2.188	85588	2.209	86409
18	(+500)	64261	(+500)	67429	(+500)	70598	(+500)	76583	(+500)	79751	(+500)	82920	(+500)	86088	(+500)	86909
21	(+500)	64761	(+500)	67929	(+500)	71098	(+500)	77083	(+500)	80251	(+500)	83420	(+500)	86588	(+500)	87409
24	(+500)	65261	(+500)	68429	(+500)	71598	(+500)	77583	(+500)	80751	(+500)	83920	(+500)	87088	(+500)	87909
27	(+500)	65761	(+500)	68929	(+500)	72098	(+500)	78083	(+500)	81251	(+500)	84420	(+500)	87588	(+500)	88409
30	(+500)	66261	(+500)	69429	(+500)	72598	(+500)	78583	(+500)	81751	(+500)	84920	(+500)	88088	(+500)	88909
33	(+500)	66761	(+500)	69929	(+500)	73098	(+500)	79083	(+500)	82251	(+500)	85420	(+500)	88588	(+500)	89409

## APPENDIX A-2

### 2023-2024 SALARY SCHEDULE

EXP	INDEX	I = BA	INDEX	II = BA+15	INDEX	III = BA+150	INDEX	IV = MA	INDEX	V = MA+15	INDEX	VI = MA+30	INDEX	VII=MA+45	INDEX	VIII=PhD
0	1.000	39997	1.021	40837	1.042	41677	1.105	44197	1.126	45037	1.147	45877	1.168	46716	1.231	49236
1	1.042	41677	1.067	42677	1.092	43677	1.161	46437	1.186	47436	1.211	48436	1.236	49436	1.257	50276
2	1.084	43357	1.113	44517	1.142	45677	1.217	48676	1.246	49836	1.275	50996	1.304	52156	1.325	52996
3	1.126	45037	1.159	46357	1.192	47676	1.273	50916	1.306	52236	1.339	53556	1.372	54876	1.393	55716
4	1.168	46716	1.205	48196	1.242	49676	1.329	53156	1.366	54636	1.403	56116	1.440	57596	1.461	58436
5	1.210	48396	1.251	50036	1.292	51676	1.385	55396	1.426	57036	1.467	58676	1.508	60315	1.529	61155
6	1.252	50076	1.297	51876	1.342	53676	1.441	57636	1.486	59436	1.531	61235	1.576	63035	1.597	63875
7	1.294	51756	1.343	53716	1.392	55676	1.497	59876	1.546	61835	1.595	63795	1.644	65755	1.665	66595
8	1.336	53436	1.389	55556	1.442	57676	1.553	62115	1.606	64235	1.659	66355	1.712	68475	1.733	69315
9	1.378	55116	1.435	57396	1.492	59676	1.609	64355	1.666	66635	1.723	68915	1.780	71195	1.801	72035
10	1.420	56796	1.481	59236	1.542	61675	1.665	66595	1.726	69035	1.787	71475	1.848	73914	1.869	74754
11	1.462	58476	1.527	61075	1.592	63675	1.721	68835	1.786	71435	1.851	74034	1.916	76634	1.937	77474
12	1.504	60155	1.573	62915	1.642	65675	1.777	71075	1.846	73834	1.915	76594	1.984	79354	2.005	80194
13	1.546	61835	1.619	64755	1.692	67675	1.833	73315	1.906	76234	1.979	79154	2.052	82074	2.073	82914
14	1.588	63515	1.665	66595	1.742	69675	1.889	75554	1.966	78634	2.043	81714	2.120	84794	2.141	85634
15	1.630	65195	1.711	68435	1.792	71675	1.945	77794	2.026	81034	2.107	84274	2.188	87513	2.209	88353
18	(+500)	65695	(+500)	68935	(+500)	72175	(+500)	78294	(+500)	81534	(+500)	84774	(+500)	88013	(+500)	88853
21	(+500)	66195	(+500)	69435	(+500)	72675	(+500)	78794	(+500)	82034	(+500)	85274	(+500)	88513	(+500)	89353
24	(+500)	66695	(+500)	69935	(+500)	73175	(+500)	79294	(+500)	82534	(+500)	85774	(+500)	89013	(+500)	89853
27	(+500)	67195	(+500)	70435	(+500)	73675	(+500)	79794	(+500)	83034	(+500)	86274	(+500)	89513	(+500)	90353
30	(+500)	67695	(+500)	70935	(+500)	74175	(+500)	80294	(+500)	83534	(+500)	86774	(+500)	90013	(+500)	90853
33	(+500)	68195	(+500)	71435	(+500)	74675	(+500)	80794	(+500)	84034	(+500)	87274	(+500)	90513	(+500)	91353

## SUPPLEMENTAL SALARY SCHEDULE

## APPENDIX B

Supplemental Salary Schedule				38350			39117			39997		
	Experience Index			2021-2022			2022-2023			2023-2024		
	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years
ACTIVITY NAME												
CO-CURRICULAR												
AV Director	0.036	0.046	0.056	1381	1764	2148	1408	1799	2191	1440	1840	2240
Band Director - Secondary	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Band Assistant - Secondary	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Band Director - Middle	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Class Advisor - Senior	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Class Advisor - Junior	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Class Advisor - Sophomore	0.015	0.025	0.035	575	959	1342	587	978	1369	600	1000	1400
Class Advisor - Freshman	0.015	0.025	0.035	575	959	1342	587	978	1369	600	1000	1400
Department Head (6)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
NHS Advisor - HS	0.030	0.040	0.050	1151	1534	1918	1174	1565	1956	1200	1600	2000
NHS Advisor - Middle	0.020	0.030	0.040	767	1151	1534	782	1174	1565	800	1200	1600
NHS Advisor - Spanish	0.020	0.030	0.040	767	1151	1534	782	1174	1565	800	1200	1600
Mentors/Facilitators Years 1-4	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Mentor - Non-Resident Educator	0.009	0.010	0.011	345	384	422	352	391	430	360	400	440
Newspaper Advisor	0.025	0.035	0.045	959	1342	1726	978	1369	1760	1000	1400	1800
PBIS Chair	0.180	0.190	0.200	6903	7287	7670	7041	7432	7823	7199	7599	7999
PBIS Committee (3)	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Student Council - HS	0.050	0.060	0.070	1918	2301	2685	1956	2347	2738	2000	2400	2800
Student Council - Middle	0.020	0.030	0.040	767	1151	1534	782	1174	1565	800	1200	1600
Student Council - Elementary	0.015	0.025	0.035	575	959	1342	587	978	1369	600	1000	1400
8th Grade Trip Coordinator	0.050	0.060	0.070	1918	2301	2685	1956	2347	2738	2000	2400	2800
Yearbook Advisor	0.060	0.070	0.080	2301	2685	3068	2347	2738	3129	2400	2800	3200
6th Grade Math Counts Advisor	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
6th Grade STEM Club Advisor (2)	0.020	0.030	0.040	767	1151	1534	782	1174	1565	800	1200	1600
Senior Shadow Project/Service Coordinator	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Robotics/Technology Club Advisor	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
Coding for Girls Club Advisor	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
MS Athletic Coordinator	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600

## SUPPLEMENTAL SALARY SCHEDULE

## APPENDIX B-1

Supplemental Salary Schedule				38350			39117			39997		
ACTIVITY NAME	Experience Index			2021-2022			2022-2023			2023-2024		
	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years
ATHLETICS												
Baseball - Head	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Baseball - Assistant (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Baseball - Freshmen	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Basketball - Head Boys	0.180	0.190	0.200	6903	7287	7670	7041	7432	7823	7199	7599	7999
Basketball - Assistant Boys (2)	0.150	0.160	0.170	5753	6136	6520	5868	6259	6650	6000	6400	6799
Basketball - Freshmen Boys	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Basketball - JHS Boys (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Basketball - Head Girls	0.180	0.190	0.200	6903	7287	7670	7041	7432	7823	7199	7599	7999
Basketball - Assistant Girls (2)	0.150	0.160	0.170	5753	6136	6520	5868	6259	6650	6000	6400	6799
Basketball - Freshmen Girls	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Basketball - JHS Girls (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Bowling - Head	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Bowling - Assistant (1)	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Cheerleading - HS Fall	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Cheerleading - HS Winter	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Cheerleading - JHS Fall	0.060	0.070	0.080	2301	2685	3068	2347	2738	3129	2400	2800	3200
Cheerleading - JHS Winter	0.060	0.070	0.080	2301	2685	3068	2347	2738	3129	2400	2800	3200
Cross Country - Head Boys	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Cross Country - Head Girls	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Cross Country - Assistant	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Cross Country - JHS (1)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Faculty Manager	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Assistant Athletic Coordinator	0.050	0.060	0.070	1918	2301	2685	1956	2347	2738	2000	2400	2800
Football - Head	0.180	0.190	0.200	6903	7287	7670	7041	7432	7823	7199	7599	7999
Football - Assistant (4)	0.150	0.160	0.170	5753	6136	6520	5868	6259	6650	6000	6400	6799
Football - Freshmen	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Football - JHS (2)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Football - JHS Assistant (2)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Golf - Head Boys	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Golf - Head Girls	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Golf - Assistant	0.070	0.080	0.090	2685	3068	3452	2738	3129	3521	2800	3200	3600
Soccer - Head Boys	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Soccer - Head Girls	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Soccer - Assistant (2)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Soccer - JHS (2)	0.060	0.070	0.080	2301	2685	3068	2347	2738	3129	2400	2800	3200

## SUPPLEMENTAL SALARY SCHEDULE

## APPENDIX B-2

Supplemental Salary Schedule				38350			39117			39997		
ACTIVITY NAME	Experience Index			2021-2022			2022-2023			2023-2024		
	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years
ATHLETICS												
Softball - Head	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Softball - Assistant (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Softball - Freshmen	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Strength (2) (one-half year)	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Track - Head Boys	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Track - Head Girls	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Track - Assistant (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Track - JHS (3)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Volleyball - Head	0.130	0.140	0.150	4986	5369	5753	5085	5476	5868	5200	5600	6000
Volleyball - Assistant (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800
Volleyball - Freshmen	0.090	0.100	0.110	3452	3835	4219	3521	3912	4303	3600	4000	4400
Volleyball - JHS (2)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Wrestling - Head	0.180	0.190	0.200	6903	7287	7670	7041	7432	7823	7199	7599	7999
Wrestling - Assistant (2)	0.150	0.160	0.170	5753	6136	6520	5868	6259	6650	6000	6400	6799
Wrestling - JHS (2)	0.100	0.110	0.120	3835	4219	4602	3912	4303	4694	4000	4400	4800

## SUPPLEMENTAL SALARY SCHEDULE

## APPENDIX B-3

Supplemental Salary Schedule				38350			39117			39997		
	Experience Index			2021-2022			2022-2023			2023-2024		
	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years	0-3 Years	4-7 Years	8+ years
ACTIVITY NAME												
EXTRA-CURRICULAR/MISCELLANEOUS												
BPDC - Chair	0.050	0.060	0.070	1918	2301	2685	1956	2347	2738	2000	2400	2800
BPDC - Members (4)	0.030	0.040	0.050	1151	1534	1918	1174	1565	1956	1200	1600	2000
BPDC - Recorder	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Grade Level Coordinator (11)	0.080	0.090	0.100	3068	3452	3835	3129	3521	3912	3200	3600	4000
Science Olympiad --Middle (2)	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
Drama - Fall Play Director/Thespian Advisor	0.065	0.075	0.085	2493	2876	3260	2543	2934	3325	2600	3000	3400
Drama - Technical Director - Fall	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Drama - Technical Director - Spring	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Drama - Spring Musical Director	0.065	0.075	0.085	2493	2876	3260	2543	2934	3325	2600	3000	3400
Drama - Spring Musical Music Director	0.055	0.065	0.075	2109	2493	2876	2151	2543	2934	2200	2600	3000
Drama - Spring Musical Accompanist	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Drama - Spring Musical Choreographer	0.020	0.030	0.040	767	1151	1534	782	1174	1565	800	1200	1600
Drama - Spring Musical Pit Band (5)	0.004	0.005	0.006	153	192	230	156	196	235	160	200	240
Music - Coordinator	0.026	0.036	0.046	997	1381	1764	1017	1408	1799	1040	1440	1840
Music - Pep Band	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
Music - Show Choir	0.030	0.040	0.050	1151	1534	1918	1174	1565	1956	1200	1600	2000
Pep Club	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
Project Love/AC4P	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
SADD/T.I.	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
Care Team	0.025	0.035	0.045	959	1342	1726	978	1369	1760	1000	1400	1800
Interact Club	0.020	0.030	0.040	767	1151	1534	782	1174	1565	800	1200	1600
Power of the Pen	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Pen Ohio Advisor	0.040	0.050	0.060	1534	1918	2301	1565	1956	2347	1600	2000	2400
Book Club Advisor - Elementary (2) )(1)	0.018	0.028	0.038	690	1074	1457	704	1095	1486	720	1120	1520
Environthon Advisor	0.009	0.010	0.011	345	384	422	352	391	430	360	400	440
Academic Challenge Advisor	0.009	0.010	0.011	345	384	422	352	391	430	360	400	440
Badgerette Advisor	0.050	0.060	0.070	1918	2301	2685	1956	2347	2738	2000	2400	2800

**GRIEVANCE PROCEDURE FORM**

**APPENDIX C**

AGGRIEVED PERSON, PERSONS, AND/OR THE ASSOCIATION:

\_\_\_\_\_

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

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

DATE GRIEVANCE OCCURRED: \_\_\_\_\_ DATE OF FORMAL FILING: \_\_\_\_\_

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED:

\_\_\_\_\_

INITIATED ON STEP: \_\_\_\_\_

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Have you discussed this with your Principal or the lowest level administrator who has the authority to resolve the problem?

Yes \_\_\_\_\_

No \_\_\_\_\_

If YES, what action has been taken so far?

\_\_\_\_\_  
Grievant and/or Association Representative



**GRIEVANCE DECISIONS**

**STEP I (FORMAL) DECISION**

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DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Administrative Representative

SIGNATURE \_\_\_\_\_  
Grievant and/or Association Representative

**STEP II (SUPERINTENDENT) DECISION**

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DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Superintendent

SIGNATURE \_\_\_\_\_  
Grievant and/or Association Representative

**STEP III (BOARD) DECISION**

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DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Board President

SIGNATURE \_\_\_\_\_  
Grievant and/or Association Representative

(Where decision requires additional space, attach pages as necessary)

**BERKSHIRE EDUCATION ASSOCIATION**

**APPLICATION TO USE DONATED SICK LEAVE**

Article V

Donated Sick Leave:

- A. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher (or his/her child between the ages of newborn and eighteen (18) years of age) and has exhausted all of his/her accumulated sick leave, other bargaining unit members may donate up to five (5) days each of their accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days' absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Teachers whose sick leave has been depleted by intermittent use shall not qualify for this benefit.
- B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- C. Donation of sick leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- D. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.
- E. A teacher requesting donated sick leave shall notify the Superintendent and the Association in writing.

PLEASE CHECK ONE:

I wish to donate \_\_\_\_\_ days of my accumulated sick leave to \_\_\_\_\_.

I wish to apply for \_\_\_\_\_ days of donated sick leave.

I understand that all accumulated sick leave must be exhausted before I can receive days. I also understand that any sick leave that accumulates by me during my absence will be deducted before days from donated will be used.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BERKSHIRE EDUCATION ASSOCIATION**

**ASSOCIATION LEAVE FORM**

\_\_\_\_\_ will be absent on  
B.E.A. Member Name

\_\_\_\_\_ for the purpose of conducting Association  
Date of Absence

business in accordance with Article V, Section J.

\_\_\_\_\_ A substitute will be needed for one-half day: \_\_\_\_\_ AM \_\_\_\_\_ PM

\_\_\_\_\_ A substitute will be needed for a full day.

\_\_\_\_\_  
B.E.A. President

\_\_\_\_\_  
Date

**COACH EVALUATION FORM**

Name of Coach \_\_\_\_\_

Sport \_\_\_\_\_ Date \_\_\_\_\_

Based on the evaluator's appraisal of the coach's performance, check the appropriate response.

Rating scale:    E – Excellent                      NA – Not applicable  
                          S – Satisfactory  
                          N – Needs some improvement  
                          U – Unsatisfactory

**Handling of Paperwork:**

- a. turns in paperwork in a timely fashion \_\_\_\_\_
- b. turns in pay to play \_\_\_\_\_
- c. maintains adequate records, statistics \_\_\_\_\_
- d. cooperates in scheduling \_\_\_\_\_
- e. maintains proper contacts with news media \_\_\_\_\_

**Handling of Equipment:**

- a. provides an adequate system for management of equipment;  
this includes issuing, collecting, and accounting for all equipment \_\_\_\_\_
- b. submits equipment requests and inventories on time \_\_\_\_\_

**Relationship with Parents and Community:**

- a. has mandatory parent meeting \_\_\_\_\_
- b. maintains proper rapport with parents \_\_\_\_\_
- c. communicates policies and procedures \_\_\_\_\_
- d. maintains a positive relationship with community groups,  
booster organization \_\_\_\_\_

**Follows League and State Regulations:**

- a. abides by district, CVC, and OHSAA policies \_\_\_\_\_
- b. attends league meetings, rules interpretations, and coaches meetings \_\_\_\_\_
- c. behaves in a professional manner at all times \_\_\_\_\_
- d. leads by example in good sportsmanship \_\_\_\_\_
- e. willing to go the extra mile for the welfare of the program and the  
participants \_\_\_\_\_

**Relationship with Administration:**

- a. cooperates with school administration in promoting the total  
school program \_\_\_\_\_
- b. cooperates with other coaches, staff members, programs, and  
departments \_\_\_\_\_

Coaching Responsibilities:

- a. keeps informed of modern trends, techniques, and strategies \_\_\_\_\_
- b. appropriately delegates duties to assistants and effectively  
assists them in their responsibilities \_\_\_\_\_
- c. organizes, supervises, coordinates with assistants \_\_\_\_\_
- d. plans and prepares for daily practices and/or contest \_\_\_\_\_
- e. evaluates practice sessions and contest fairly \_\_\_\_\_

Relationship with Players:

- a. shows concern for player development \_\_\_\_\_
- b. has an open line of communication with players \_\_\_\_\_
- c. discipline is firm but fair \_\_\_\_\_
- d. enforces training rules and athletic policy \_\_\_\_\_
- e. does not show favoritism \_\_\_\_\_

Overall opinion of this coach's performance: \_\_\_\_\_

Comments:

Recommendations for improvement:

This signature of the coach indicates only that all phases of the evaluation have been conducted with the full knowledge of the coach.

Athletic Director's Signature \_\_\_\_\_

Coach's Signature \_\_\_\_\_

Principal's Signature \_\_\_\_\_

Date \_\_\_\_\_

Original form – Coach  
Copy – Athletic Director

**TUITION ASSISTANCE REQUEST FORM**

**APPENDIX G**

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

BUILDING: \_\_\_\_\_

PRESENT ASSIGNMENT: \_\_\_\_\_

AREA(S) OF CERTIFICATION/LICENSURE: \_\_\_\_\_

Description of requested course/College or University offering credit:

Date course begins (Courses beginning after August 31 will not be available for reimbursement until the next contract year):

Relationship to Applicant's professional license and teaching position with District:

Number of Quarter Hours \_\_\_\_\_ Semester Hours \_\_\_\_\_

Tuition Rate per Hour \_\_\_\_\_

I am not receiving financial aid or any other form of assistance with regard to the above course work. I further understand that in order to obtain reimbursement, I must submit an official transcript demonstrating a grade of at least a "B" in addition to actual paid receipts for tuition.

\_\_\_\_\_  
Teacher

.....

Date of receipt of application \_\_\_\_\_ Time of Receipt \_\_\_\_\_

(NCR FORM)

Course Approved \_\_\_\_\_

Course Disapproved \_\_\_\_\_

\_\_\_\_\_  
Superintendent/Designee

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

c: Treasurer  
Member



866-845-8600  
www.bbginc.net  
sharedfunding@bbginc.net

## Berkshire Local Schools

### SharedFunding

#### Summary Plan Description

	In-Network	Out-of-Network
Deductible	\$500 (single)/ \$1,000 (family)	\$2,500 (single)/ \$5,000 (family)
Coinsurance	20%	20%
Office Visits	20% after deductible	20% after deductible
Prescriptions	20% after deductible	20% after deductible
In-Patient	20% after deductible	20% after deductible
Out-Patient	20% after deductible	20% after deductible
Preventative	0% (not subject to deductible)	0% (not subject to deductible)
Emergency Room	20% after deductible	20% after deductible
Urgent Care	20% after deductible	20% after deductible
Maximum Out of Pocket	\$1,000 (single)/ \$2,000 (family)	\$3,000 (single)/ \$6,000 (family)

SharedFunding covers Carrier APPROVED CLAIMS ONLY. Coinsurance is member's liability. Out of network claims are subject to out of network prices - see the Summary of Benefits and Coverage for descriptions. This summary plan description illustrates the benefits most often utilized.



## Pre-Conference Planning

## Ohio Teacher Evaluation System 2.0

### Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

#### INSTRUCTIONAL PLANNING

##### FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

##### KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

#### INSTRUCTION AND ASSESSMENT

##### LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

##### CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

##### ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

#### PROFESSIONALISM

##### PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Final March 27, 2020

## Planning for the Post-Conference Ohio Teacher Evaluation System 2.0

### Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

#### Considerations

Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

#### Reflective Questions

The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  - 1.
  - 2.
  - 3.
  - 4.
  - 5.

### Three Key Elements of the Instructional Post-Conference

#### Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question: "How do you think the lesson went?"
2. Focus area(s)
  - Discuss identified focus area(s)
  - Ask self-reflection question/s
  - Provide evidence from notes
  - Share resources and supports
3. Present evidence and rating connected to the rubric.

FINAL March 27, 2020

# Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

## Walkthrough: General Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

**Directions:** This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

☐ Photocopy to Teacher

## Walkthrough: Open-Ended Form

Date:

**Time Walkthrough Ends:**

<b>Evaluator Summary Comments:</b>

☐ Photocopy to Teacher

66

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>FOCUS FOR LEARNING</b> <b>(Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)</b>  <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	<b>Use of High-Quality Student Data</b>  Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).
	<b>Evidence</b>				
	<b>Connections to prior and future learning</b>  Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<b>Evidence</b>				
	<b>Connections to state standards and district priorities</b>  Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.  The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	<b>Evidence</b>				
<b>KNOWLEDGE OF STUDENTS</b>	<b>Planning instruction for</b>	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

FINAL March 27, 2020

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	<b>the whole child</b>  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	<b>Evidence</b>				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference,</i>	<b>Communication with students</b>  Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.  The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.  The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.  The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.  The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

FINAL March 27, 2020



Department  
of Education

3





ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	<p>class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>	<p>independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference,</i>	<b>Classroom routines and procedures</b>  Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		<p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	Evidence				
	<b>Evidence of student learning</b>  Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONAL RESPONSIBILITIES</b>	<b>Communication and collaboration with families</b>	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)</b>  <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	<b>Evidence</b>				
	<b>Communication and collaboration with colleagues</b>  Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	<b>Evidence</b>				
	<b>District policies and professional responsibilities</b>  Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.  The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	<b>Evidence</b>				

FINAL March 27, 2020

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	<b>Professional learning</b>  Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	<b>Evidence</b>				

**Ohio School Counselor Evaluation System**

**Assessment of School Counselor Performance**

**School Counselor Evaluation Rubric**

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

<b>Standard One: Comprehensive School Counseling Program Plan</b> – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
<b>Evidence</b>				

05/18/2016

**Standard Two: Direct Services for Academic, Career and Social/Emotional Development** – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
<b>Evidence</b>				

05/18/2016



<b>Standard Three: Indirect Services: Partnerships and Referrals</b> – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
<b>Evidence</b>				

05/18/2016

<b>Standard Four: Evaluation and Data</b> – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
<b>Evidence</b>				

05/18/2016

**Standard Five: Leadership and Advocacy** – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

05/18/2016

Evidence				
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**Standard Six: Professional Responsibility, Knowledge and Growth** – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

05/18/2016

<b>Metric(s) of Student Outcomes</b> – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
<b>Evidence</b>				

05/18/2016

