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MASTER AGREEMENT

BETWEEN

BUCKEYE EDUCATION

ASSOCIATION

AND

BUCKEYE LOCAL SCHOOLS

BOARD OF EDUCATION

JULY 1, 2021 – June 30, 2024

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I. RECOGNITION

A. Bargaining Agent

The Buckeye Local School District Board of Education, (hereinafter "Board") recognizes the Buckeye Education Association, an affiliate of the Ohio Education Association (OEA)/National Education Association (NEA), (hereinafter "Association") as the sole and exclusive bargaining agent for the bargaining unit as defined herein.

B. Bargaining Unit

The bargaining unit shall include all nurses and classroom teachers, special teachers (art, remedial reading, music, physical education, etc.), project directors, department heads, school counselors, librarians, intervention specialists, and other non-administrative certificated employees of the Board who do not have evaluative authority with respect to hiring and firing of instructional staff. Members of the bargaining unit hereinafter will be called teachers.

C. Excluded from the Bargaining Unit

The bargaining unit shall not include any personnel employed or to be employed as management-level personnel such as Superintendent, Assistant Superintendent, principal, assistant principal, confidential employees, and supervisors as defined in Section 4117.01 of Revised Code or casual employees.

D. Hourly Tutors

The bargaining unit shall include hourly tutors. Hourly tutors shall have all rights granted other bargaining unit members under this Agreement; except hourly tutors are paid an hourly rate of .0007 of the B.A. base, do not accrue seniority, and are employed only under one-year limited contracts that may be non-renewed without compliance with O.R.C. 3319.11 and 3319.111. The number of hours per day and days per week to be worked by hourly tutors are assigned by the building principal, as needed. Tutor positions are excluded from the reduction in force procedures set forth in Article XII and will be posted only for informational purposes in accordance with Article VI. Tutors shall not be regularly assigned duties normally assigned to classroom teachers and will not be used to replace a classroom teacher. The Administration will make reasonable efforts to notify tutors in advance of known student absences. All tutors, including home tutors, shall be paid an hourly rate of .0007 of the BA Base.

II. NEGOTIATIONS PROCEDURES

A. Notice of Negotiations

Negotiations for a successor agreement may be initiated by either party by giving written notice to the other party of an intent to renegotiate this Agreement no later than April 1 of the year in which this Agreement expires.

B. Negotiations

1. Negotiations Meeting Period

The first negotiation session will be held no later than April 30 of the year in which this Agreement expires.

2. Scope of Negotiations

At the initial negotiations session both teams shall mutually exchange proposals of all items pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of any existing provisions of this Agreement to be considered during negotiations. The proposed items will serve as the agenda, and no new items can be submitted by either side except by mutual agreement.

3. Negotiating Teams

The Board and the BEA shall be represented at all meetings by a team of negotiators not to exceed five (5) members each. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit any number of observers to each meeting. Such persons shall be without the right to speak or to otherwise comment to either party unless requested to do so by the negotiating team they support.

4. Proposals

Members of the respective negotiations teams have the power and authority to negotiate, that is to make proposals, consider proposals, and make concessions in the course of discussion.

5. Tentative Agreements

During the course of negotiations, items tentatively agreed to shall be reduced in writing and initialed by the chief negotiator of each negotiations team and set aside. Initialed items of agreement shall not be submitted as unresolved issues at any impasse or dispute settlement procedures.

6. Information

Prior to and during the period of the negotiations meeting the Board and BEA agree to provide each to the other, upon written request and within a

reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiations teams in developing intelligent, accurate, and constructive programs that will be in the best interest of all parties concerned with a quality educational program.

7. Consultants

The parties may call upon professional and lay consultants to assist in all negotiations. During all negotiating meetings between the parties, such consultants may attend only as observers without the right to speak or to otherwise comment to either party unless requested to do so by the negotiating team they support or by members of the team. The expense of such consultants shall be borne by the party requesting them.

8. Recess

Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement has been followed.

9. Caucus

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.

10. News Releases

While negotiations are in process, news releases shall be made only with mutual agreement of the negotiations teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.

11. Progress Reports

Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.

C. Agreement

1. Ratification

When agreement is reached on the items being negotiated, a final written copy shall be submitted to both parties for ratification, first to the BEA then to the Board.

2. Copies of the Agreement

- a. The final written copy will contain the following: (1) terms of the Agreement; and (2) effective date of the Agreement.
- b. When approved by both parties, it shall be signed by their respective Presidents and shall be entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute revisions of school policies. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

D. Alternate Dispute Resolution Procedure/Impasse

If agreement on a successor contract is not reached within thirty (30) days prior to the expiration of the contract, either party may notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to mediation and requesting a mediator to assist in negotiations. The first mediation session shall begin within ten (10) days after notification and the appointment of the mediator from FMCS. The parties may agree to mutually extend the time period. The parties shall continue mediation until the expiration of this Agreement. Upon mutual agreement, the parties may extend mediation in an attempt to resolve issues. The Association retains the right to strike in accordance with O.R.C. 4117.14(D) (2) upon the expiration of this Agreement.

E. Alternate Negotiations Procedure

The parties will meet no later than December 1 prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g. interest based bargaining) will be used instead of the traditional procedure described above. Should the parties agree to an alternate negotiation procedure, ground rules will be established and Sections B.1, B.2, B.3, B.8 and B.9 reflected above shall be waived.

III. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Section 4117.08(C) of the Revised Code which is specifically incorporated herein by reference. The exercise of the foregoing adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

IV. NON-DISCRIMINATION

The Board shall not unlawfully discriminate with regard to disability, race, color, national origin, sex, sexual orientation, religion, age, or genetic make-up. Nor shall the Board discriminate against any employees because of membership in the Association or participation in Association activities.

V. CHANNELS OF COMMUNICATION/PERSONNEL FILE

A. Channels of Communication

The Buckeye Board of Education and the Buckeye Education Association recognize the need for effective communication between the parties as outlined below. The procedure shall not be construed to take the place of, nor used to circumvent the contractual grievance procedure.

1. Effective flow of two-way communications are to be accomplished by the following channels:
 - a. Share and explore concerns with the building principal. If this avenue is unsatisfactory or is not feasible, then
 - b. Share and explore any concern with the BEA if not previously accomplished. Request a joint meeting with BEA, teacher or teachers concerned and Superintendent to further explore any unresolved areas.
 - c. If above procedures have been followed and areas of concern remain, a formal communication may be brought to the attention of the Board of Education, as the policy-making body.
2. Casual conversations concerning topics or issues not subject to negotiations and/or which fall outside the scope of the Agreement, the formal and informal process of negotiations, and official conversations between BEA leadership and the Superintendent are not subject to this communications flow chart.
3. In addition, this flow of communications may not be used to restrict or in any way minimize the citizenship rights of an employee.

B. Personnel Files

1. A personnel folder for each teacher will be accurately maintained in the central office.
2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such information as may be required by the

state or federal government or which is significant to the performance of the duties and responsibilities identified in the applicable job description. Such materials may include written statements entered by either the Administration or the teacher into the personnel file such as special awards, honors, or recognitions. All documents included in a teacher's file shall be dated and identifiable as to source and a copy shall be given to the teacher upon placement in the personnel file. Undated materials shall be date-stamped prior to inclusion in the file. A teacher may request and shall receive one (1) copy of any item in his/her file, exclusive of confidential letters of recommendation.

3. Public access to personnel files will be consistent with state law. When a person files a request to review a file of an employee, the employee whose file is being reviewed shall be notified, within three (3) business days (i) who reviewed the file (ii) if copies of documents are made, (iii) a list of the documents that were copied. The Superintendent will take the necessary steps to redact information that is not "public" including but not limited to social security number, address, telephone numbers, health related information, criminal background check results and any other information deemed confidential under state or federal law.
4. Teachers will have the right, upon twenty-four (24) hour prior notice, to review the contents of their personnel file. Such requests will be made to the Superintendent and scheduled for the earliest convenient time for the parties involved.
5. No new material shall be placed in the teacher's personnel file without prior knowledge to the teacher.
6. Teachers may make written objections to any information contained in the file. Any written objection must be signed by the teacher and will become a part of the teachers personnel file. Anonymous material or material from an unidentifiable source will not be placed in a teacher's file. Teachers shall be permitted to request the Superintendent remove any item which has been in the file at least three (3) years. The Superintendent shall review the request and advise the teacher if he/she agrees to remove the item(s) within five (5) days. If the request is denied the Superintendent shall provide the reasons for the denial which shall not be arbitrary or capricious. No review of the file by an outside person shall be permitted until the Superintendent responds to the removal request. The materials removed will remain a public record but will be maintained in a separate "archive" file.
7. Building principals shall be permitted to maintain a working file for each teacher. Teachers shall have the right to review the building principal's file and respond in writing to any document contained therein. Said response shall be attached to the document in the principal's file.

VI. TRANSFER AND ASSIGNMENT

A. Notification of Vacancies

1. A vacancy shall be defined as either a position to replace a teacher on leave of absence which is expected to last a full school year or longer or a teaching position or extracurricular position which is either newly created or which will be unfilled by the incumbent teacher (which shall not include long-term substitutes) for the following school year because of death, transfer, retirement, resignation, termination or non-renewal and which the Board intends to fill. A "vacancy" does not include changes in grade levels within a building that do not require additional staff. In the event a vacancy is created due to a leave of absence which is expected to last one (1) or more school years, the position may be filled by a substitute teacher. However, should that substitute teacher fill the position more than sixty (60) consecutive days, that substitute will be given a limited teacher contract which may be non-renewed without compliance with O.R.C. 3319.11 and 3319.111. In the event the leave of absence is expected to carry over into the following school year, that position will be posted in accordance with the procedures set forth in Subsection 2. Administrative positions will be posted as a matter of information, although they do not fall within the terms of this Agreement. Likewise, tutor vacancies (those other than home tutors and which trigger the need for hiring/assigning another employee) will be posted as a matter of information.
2. No vacancy will be filled until the following procedures are followed:
 - a. The Superintendent shall notify the staff of vacancies by the following methods:
 - i. By building principal written notices during the school year;
 - ii. By posting on the central office bulletin board during the summer months and on the District's webpage. Teachers will also receive notice via email on their school account and via an automated call to the teacher's designated summer phone number with the vacancies deemed posted at noon on each Monday;
 - iii. Copies of vacancy lists will be sent to the building representatives and the President at all times; and
 - iv. At the time an extracurricular position is posted, the qualifications for that position shall be posted as well.
 - b. From September 1 to July 31, a teacher has seven (7) days to apply for the position after posting. Applications shall be in writing (which includes email or facsimile) and should be confirmed by the teacher with a phone call.

- c. Except during the month of August, no vacancy will be filled until seven (7) days from the date the notice is posted.
3. Home tutor positions will only be posted as a matter of information after exhaustion of the following steps:
 - a. Student's classroom teacher is unavailable.
 - b. Classroom teachers within student's building who are certified in the subject/grade level are unavailable.
 - c. The tutors in the student's building are unavailable.

B. Survey

On or before May 10 teachers may voluntarily submit a form to their principal of their desire with regard to assignment within their building or for an assignment change (grade level, subject, building, etc.). Teachers shall be permitted to submit updates as desired. The Association shall develop the form which will be made available in the office of each building. The Association President shall receive a copy of all survey forms. Preferences indicated on the form will be considered in making changes in assignments.

C. Basis of Selection

1. Teachers shall be placed in their field of certification. When a teacher holds two (2) or more certifications, consideration will be given to place the teacher in his/her preferred certification as stated in the survey outlined in Section B of this article.
2. No reassignment of staff from his/her current teaching assignment as established in Section E of this Article will be made to fill a vacancy nor outside applicants hired, before the vacancy is posted and all teachers who have indicated a desire for such assignment in response to the posting have been considered for the vacancy.
3. Teachers under regular contract will be given first consideration over applicants outside the system when filling a vacancy.
4. Previously employed hourly tutors that hold proper certification and make a written application will be granted an interview for positions that are available to candidates outside the district. The granting of an interview does not guarantee that the hourly tutor will be awarded the position.
5. In the event the Superintendent determines that two (2) or more applicants hold the proper certification/licensure for the position; hold similar grade level/content area concentration; and the staffing and curriculum needs of the District will be satisfied, the most senior of such teachers will be

recommended for the vacancy. Seniority is defined here and throughout the Agreement as the number of continuous years of service in the District.

D. Involuntary Transfer

1. Movement from one school to another (except in situations where the movement is caused by the closing of a building) is considered a transfer, but movement within a school is not considered a transfer.
2. Prior to an involuntary transfer, the Board will seek volunteers from among those teachers who have submitted requests for change of assignment or building in accordance paragraph B, of this Article, if such voluntary transfer fulfills the needs of the District. Should there be more than one (1) volunteer the most senior applicant shall be chosen.
3. The reasons for involuntary transfer shall not be discriminatory, arbitrary or capricious.
4. A teacher who is involuntarily transferred shall have the option to request and receive written reasons for the involuntary transfer.
5. The Superintendent, upon a request, shall discuss the involuntary transfer with the teacher involved.
6. If the teacher being transferred is not satisfied with the result of the conference with the Superintendent, the teacher may request a meeting with representatives of the Association and the Superintendent.
7. A teacher who is involuntarily transferred will not be subject to another involuntary transfer for a period of three (3) years without cause.
8. No teacher with twenty (20) or more years of service will be involuntarily transferred unless no other options exist to utilize current staff with less seniority than the teacher. The Superintendent shall, upon request, provide the Association with specific documentation to verify the lack of other options. The Association shall retain the right to file a grievance if it does not agree with the Superintendent.
9. Any teacher required to relocate to a different building during the school year shall be paid a stipend of one hundred-fifty dollars (\$150).

E. Assignments

1. Elementary teachers will receive written notification no later than the last day of each school year stating their tentative grade level and building assignment.

2. Secondary teachers will receive written notification no later than the last day of each school year stating the tentative teaching assignment (building, certification areas) tentative number and type of preparations and tentative schedule.
3. If there are any changes in the teacher's tentative assignment, the teacher will be notified in writing within five (5) days of the administrative decision to change the schedule.

F. Supplemental Contracts

With the exception of supplemental contracts issued prior to August 16, 2008, all supplemental positions filled with non-bargaining unit members will be posted annually. The Superintendent reserves the right to recommend to the Board the applicant deemed most qualified by the Superintendent to fill the supplemental duties.

VII. TEACHING CONTRACTS

A. Limited Contracts

1. Limited contract teachers shall be issued a one-year limited contract.
 - a. Nothing in this section is intended to alter the Board's right to non-renew a limited teacher's contract in accordance with ORC 3319.11.
2. Notice

Notice of intent not to renew a contract shall be given in writing not later than June 1.
3. Conference

A teacher, upon receipt of notice of intent not to renew a contract, shall have five (5) school days to request, in writing, a meeting with the Superintendent to discuss the reasons for the recommendation.

 - a. Such meeting shall be arranged by the Superintendent within seven (7) school days of receipt of the written notice.
 - b. The meeting shall be limited to the teacher, his/her representative (who may be the UniServ Consultant), and the Superintendent and his/her representative.

4. Superintendent's Recommendation

The recommendation made to the Board of Education by the Superintendent will be in accordance with the Ohio Revised Code Section 3319.11.

B. Notice of Eligibility for Continuing Contracts

A teacher who is or will become eligible prior to June 1 of the current school year for continuing contract consideration must notify the Superintendent in writing on or before September 1. A teacher who does not notify the Superintendent on or before September 1 will not be eligible for continuing contract consideration until April of the following year. Limited Contract teachers will receive a written reminder of this notice requirement ten (10) days before September 1 along with the application form which shall include information of the process, procedure, and requirements needed to apply. This provision is in addition to Ohio Revised Code Section 3319.11(B).

C. Extended Time

Teachers on extended time shall be paid at their per diem rate as follows, depending on the number of extended days approved by the Superintendent:

Band Director	up to 20 days
Middle School Associate Band Director	up to 20 days
High School Chorus Director	up to 10 days
Middle School Chorus Director	up to 5 days
Elementary Music Director	up to 6 days (per Building)

Teachers who receive extended time under this provision will prepare a calendar prior to the end of the school year but no later than May 5th for which to work the prescribed number of days in the upcoming year. This calendar shall be created jointly by the building Administrator and the appropriate Director, and a copy provided to the payroll department. No reasonable days shall be denied; however, in order to be paid for an extended day, the teacher must actually work the day – e.g., a sick day does not “cover” an extended day. Any change from the approved calendar will need to be approved by an Administrator.

VIII. LEAVES OF ABSENCE

A. Sick Leave

1. To protect teachers against economic hardships, provisions should exist which permit employees to be fit both mentally and physically, including paid sick leave.

2. Procedure

Whenever a teacher is unable to report for duty, he/she shall complete the absence form via the District's electronic/online reporting system by 5:00 a.m. for the middle and high school and 6:00 a.m. for elementary or as soon as the teacher becomes aware he/she will not be able to report for duty. If the teacher is aware of the need for a substitute the day before, completion of the online absence form at that time will be appreciated as this gives more time to arrange for a substitute. If the teacher anticipates he/she will be unable to return to work for several days, that information can be shared and the teacher shall indicate the type of absence on the online form for each of those days. The teacher will only have substitute coverage for the specific days the teacher reports off sick. Otherwise, it is assumed the teacher will report for work the next workday. If a teacher becomes ill on the job, he/she should notify the principal in advance of leaving his/her job, so there will be time to obtain a substitute.

A teacher reporting off after the above-stated times/cut-off shall call their building principal.

3. Reasons

Teachers shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Teachers, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, injury, exposure to contagious disease, disability from pregnancy, childbirth and adoption, and absence due to illness or death in the employee's immediate family. Sick leave days shall be used in half-day or full-day increments.

4. Immediate Family

Immediate family for purposes of illness shall include father, mother, sister, brother, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild or any member of the household who has stood in the same family relationship with the employee as any of these. From the standpoint of death, in addition to the preceding: in-laws, aunts, uncles, nieces, nephews, grandchildren, or any member of the household who has stood in the same family relationship as these will be approved.

5. Accumulation

The maximum accumulation of sick leave will be three hundred-twenty five (325) days.

6. Advancement of Sick Leave Days

Each beginning teacher or each full-time certified employee, who has exhausted his/her sick leave, shall be advanced ten (10) days. Sick leave earned during the year shall reduce the number of days advanced by one and one-fourth (1-1/4) days for each completed month of service. In no instance may an employee be advanced more than he/she can legally earn for that year. Upon termination of employment or request for a leave of absence, sick leave days advanced but not earned will result in a payroll deduction.

7. Notice

A statement of accumulated sick leave for all teachers will be contained in each paycheck.

8. Forms

The Board shall require a teacher to complete the online absence form to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. For disability from pregnancy, childbirth and adoption, the teacher shall also submit the information required by paragraph E., 6. of this Article.

9. Falsification of Statement

Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

10. Reasons for Use of Sick Leave

When a teacher has used five (5) cumulative sick leave days in a school year the administrator may inquire of the teacher the reasons for the use of the leave and may require medical certification to justify the use of subsequent leave. This discussion may occur each time in which a teacher has used another five (5) cumulative sick leave days in the same school year.

B. Sick Leave Pool

1. If a teacher is currently incapacitated due to an accident, catastrophic illness, or long-term illness of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated and advanced sick leave, and all accumulated personal leave, the teacher may apply to use the sick leave pool (Appendix J). Illness for this section is defined as a situation where it is anticipated the teacher will be absent at least twenty (20) working days. Upon approval of the request, the BEA President will notify the membership,

seeking donated days. Teachers may donate up to ten (10) days (Appendix K) of their accumulated sick leave to the absent teacher.

2. No teacher may receive more than an aggregate of sixty (60) donated sick leave days in any one school year.
3. The BEA President will communicate to the Treasurer the name(s) of the donating teacher(s) and the number of days to be deducted from the donating teacher(s) sick leave balance and will provide the completed Sick Leave Donation Forms (Appendix K). In the event more days are donated than can be used (i.e. the receiving teacher returns to work earlier than anticipated), the BEA President will communicate to the Treasurer the names of the donating teacher(s) who will be credited with sick leave and the number of days to be credited.
4. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher(s).
5. A teacher who meets the criteria set forth in paragraph (a) above, but who has been approved for other paid benefits such as STRS retirement (disability or regular), will not be eligible to use the Sick Leave Pool.
6. The Superintendent will require a doctors certificate verifying eligibility. If the Superintendent and BEA President are not in agreement as to whether the teacher applying for days from the sick leave pool meets the eligibility requirements, either the Superintendent or BEA President may decide that the specific situation will be decided by the Sick Leave Pool Committee. The Sick Leave Pool Committee is comprised of two (2) administrators appointed by the Superintendent and three (3) teachers appointed by the BEA President. The decision of this Committee is made by majority vote and cannot be appealed or grieved.

C. Personal Leave

1. Maximum Days

Personal leave shall not be deducted from sick leave accumulation and no salary deduction shall be made.

Each bargaining unit member shall be granted at the start of each school year three (3) personal leave days to be taken at such time as the teacher desires provided that except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled at least twenty-four (24) hours in advance. Personal days shall be used in half-day or full-day increments.

2. Application

Applicant must complete the online form indicating that personal leave is requested.

Other

The Superintendent may grant additional personal leave day(s) for other valid reasons, and/or in emergency situations, when personal leave days' entitlement has been exhausted.

3. Personal Leave Use

In the event an employee wants to use one (1) personal day to extend a scheduled school break (Thanksgiving, Winter, and Spring break) the employee will be charged for two (2) personal days. No personal day may be used during the first five (5) days or last ten (10) students contact days in the school year without prior approval from the Superintendent. Abuse of these provisions will constitute grounds for disciplinary action.

4. Up to one (1) unused personal day will be carried over to the next school year. All other unused personal leave days will be converted to sick leave days at the end of each school year.

D. Sabbatical Leave

1. Procedure

a. Application

Upon written application made not later than February 1 of any school year, and with the approval of the Superintendent of Schools and the Board of Education, not more than two percent (2%) of the professional staff shall be granted sabbatical leaves for the following school year.

b. Screening Committee

All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and Board by a committee consisting of three (3) representatives of the Board and three (3) representatives of the Association.

c. Qualifications

The committee shall consider, among other qualifications, the following:

i. The proposed program of the applicant as related to professional graduate study.

ii. The value of the proposed program to the Buckeye Local School District, its pupils, and the individual applicant.

d. Approval, Compensation, and Replacement

Teachers approved for a sabbatical leave will be notified of their approval by March 1 or as soon thereafter as possible. Once approved, the teacher will be required to take sabbatical unless the request is withdrawn on or before June 1 or unless the teacher presents documentation to the Superintendent of the loss of expected financial assistance or significant loss of income which would negatively impact on the teacher's ability to take this sabbatical leave. Teachers on a sabbatical leave shall be entitled to a salary equal to the difference between the teacher's regular contract salary in effect at the time the sabbatical leave is approved and the salary of the replacement teacher hired for period of absence not to exceed Step 5 on the B.A. column. Replacement teacher must be certified by administration as available before leave is approved. Teachers on sabbatical will be advised of their options with regard to STRS contributions for the period of the leave.

e. Contract

A teacher on sabbatical leave will be given an employment contract for the year of leave.

f. Requirements

i. In order to be eligible for a sabbatical leave, a teacher must have been employed in the Buckeye Local School District for at least five (5) years.

ii. Teachers requesting such leaves must accompany their applications with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a teacher will make a written report to the Superintendent of Schools detailing the use which was made of his/her leave. The teacher will present to the Superintendent a transcript from the university or college attended.

iii. As a condition of being granted a sabbatical leave, a teacher must agree to teach in the Buckeye Local School District for a period of one (1) school year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments received from the Board during the leave period, including salary and insurance premiums paid on the employee's behalf.

- g. Benefits
 - i. Teachers on sabbatical leave shall be given full credit on the salary schedule for the period of leave.
 - ii. Teachers shall receive all benefits of Board paid insurances, etc., for the period of leave.
- h. All such sabbatical leaves shall be granted in conformity with the provisions of Section 3319.131 of the Ohio Revised Code.

E. Family Medical Leave Act ("FMLA")

1. Upon the terms and conditions of this provision, each employee is entitled to up to twelve (12) weeks of unpaid leave in any twelve (12) month period. For purposes of this Section, "12-month period" is defined as the "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). An employee is permitted to take this leave for the following reasons:

- a. **(#1)** The birth of a child or to care for a newborn child within one (1) year of the birth;
- b. **(#2)** The placement of a child with the employee by way of adopted or foster care and to care for the adopted child or foster child within one (1) year of the child's placement;
- c. **(#3)** Care for a seriously ill child, parent or spouse with a serious health condition;
- d. **(#4)** Employee's own serious medical condition that makes the employee unable to perform the essential functions of his or her job;
- e. **(#5)** Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the service member's spouse son, daughter parent or next of kin (military caregiver leave).

2. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

3. Only employees who have worked at least 12 months for the Board, and at least one thousand two hundred fifty (1,250) hours for the Board during the twelve (12)-month period prior to the start of leave are eligible for family and medical leave.
4. Any employee who uses sick leave for eight (8) or more consecutive working days and the days qualify for FMLA, the employee will automatically be placed on Family Medical Leave which will run concurrently with sick leave and will begin retroactive to the first day of the absence. The employee will still be required to have the proper paperwork completed for FMLA verification.
5. If the reason(s) for FMLA leave qualify for sick leave, employees will be required to use their sick leave concurrent with FMLA leave.
6. Intermittent Leave:
 - a. Leave for either reason #1 or #2 may not be taken intermittently or on a reduced leave schedule, unless the employee and the Board agree otherwise, and must conclude within twelve (12) months after the birth or placement.
 - b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.
 - c. If an employee requests leave under either reason #3 or #4 based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period in which the leave would extend, the employee must elect either to:
 - i. Take continuous leave for the entire treatment period; or
 - ii. Transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, and that has equivalent pay and benefits and better accommodates the recurring periods of leave than the employee's regular teaching position.
 - d. The term "reduced leave schedule" is defined as a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

7. Employee's Duties:

a. Notice

The employee must provide the Board with not less than thirty (30) days' notice, before the date the leave is to begin, unless the leave is not foreseeable.

b. Certification

The employee must provide, in a timely manner, certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee, as appropriate. The certificate must state:

- i. The date on which the serious health condition commenced;
- ii. The probable duration of the condition;
- iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- iv. For leave under reason #3, a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent;
- v. For leave under reason #4, a statement that the employee is unable to perform the essential functions of his/her position; and
- vi. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

c. Subsequent Recertification: An eligible employee must obtain subsequent recertification after 6 weeks if requested by the Board.

d. If an employee takes leave under reason #4, the employee must present to the Board, prior to resuming work, certification from the employee's health care provider stating that the employee is able to resume his/her duties/fit duty certification.

8. Board's Duties:

- a. Maintenance of health benefits: The Board will maintain the employee's coverage under its Board provided insurance, if applicable, during the leave as if the employee continued to work instead of taking leave.
- b. Restoration of Position -- On return from leave, the Board will:
 - i. Restore the employee to the position s/he held when the leave commenced if available; or
 - ii. Restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- c. No loss of benefits: The employee will not lose any employment benefits accrued prior to the date on which the leave commenced. The term "employment benefits" includes all benefits provided or made available to the employee by the Board, including group life insurance, health insurance, and sick leave.
- d. An employee is not entitled to the accrual of any seniority or sick leave during any period of unpaid leave.

9. A teacher who exhausts the sick leave days warranted under this agreement and has obtained family medical leave shall be entitled to have the Board pay the employer cost of the premiums for the fringe benefit insurance subject to the following:

- a. A teacher having five (5) years of continuous service with the Board shall be entitled to thirty (30) days' coverage.
- b. A teacher having ten (10) years of continuous service with the Board will have sixty (60) days' coverage.
- c. A teacher having fifteen (15) years or more of continuous service with the Board will have ninety (90) days' coverage.

F. Assault Leave

Pursuant to and in accordance with Section 3319.143, Ohio Revised Code, assault leave shall be granted to a member of the bargaining unit who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141, Ohio Revised Code, or leave granted under rules adopted by the Buckeye Local

Board of Education pursuant to Section 3319.08, Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status, including fringe benefits, during such absence.

A member of the bargaining unit shall be granted assault leave according to the following rules:

1. The absence resulted from a school related incident which must have occurred during the course of employment with the Buckeye Local Board of Education during the contractual year or when on assignment for the Board.
2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.
3. If the employee received medical attention and/or is absent from his/her assigned duties more than five (5) working days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
4. A member of the bargaining unit shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted.
5. Payment for assault leave shall be at the assaulted members rate of pay in effect at the time of the assault or at the rate for which the member becomes eligible in accordance with the Ohio Revised Code. Pay would include supplementary contract amounts.
6. Payment shall be discontinued when the member elects to retire, or after one hundred eighty-five (185) working days, whichever occurs first.
7. If Workers' Compensation is awarded for disability for said injury, then the amount awarded will be deducted from said teachers full salary.
8. Falsification of either a signed statement or a physician's certification is reason for suspension or termination of employment under Section 3319.16 Ohio Revised Code.

G. Professional Leave

1. Requests for professional leave will be considered for approval which include program formats which clearly show that it will benefit the teacher or the local school program(s). Evidence to this effect must be provided by the applicant at the time when request for approval to attend the meeting is submitted. Upon presentation of such evidence, request may be granted.

2. Each request for professional leave must be submitted to the building principal and receive approval from the Superintendent. The request, indicating approval or disapproval, will be returned to the teacher within ten (10) days of submission, if possible.
3. Whenever possible, requests should be submitted to the Superintendent's office at least three (3) weeks in advance of the professional leave if the teacher intends to be reimbursed for approved costs associated with the professional leave.

H. Payroll Deduct Days

1. The Board of Education, through its Superintendent, retains the sole discretion to approve or deny requests for "payroll deduct days." Requests will not be unreasonably denied.
2. If the request is approved by the Superintendent, the teacher will not receive a letter in her/his personnel file. Only the teacher's per diem pay will be deducted for each day approved.
3. If the request is denied by the Superintendent and the teacher takes a payroll deduct day(s), the teacher may be subject to discipline in accordance with Article X. G. of the Master Agreement. The teacher reserves the right to pursue a grievance over the disciplinary action per Article XIII. B. a. of the Master Agreement.
4. If the request is denied, the Superintendent will verbally explain the reason for the denial to the teacher.

I. Jury Duty

Jury duty pay shall not be deducted from the teacher's salary and the teacher will not be charged for personal leave.

J. Leave Pursuant to Summons or Subpoena

Any teacher who is summoned or subpoenaed for a job-related legal matter shall be granted leave with no loss of pay for days missed by reason of the summons or subpoena. A summons or subpoena issued because of a custody dispute involving a student is considered to be job-related.

Any teacher who is summoned or subpoenaed for a non-job related matter shall be allowed to use personal leave or take an unpaid day at the discretion of the teacher without further penalty.

K. Bereavement Leave

In the event a death occurs in the teachers immediate family and the teacher has exhausted available sick and personal leave, he/she will be granted up to two days of paid leave upon request. Immediate family is defined under Section A.4.

IX. ASSOCIATION RIGHTS

A. BEA General Meetings

Buckeye Education Association members shall be granted dismissal for three (3) General Assembly Meetings per year at the end of the student day, following the last bus departure. The principal of each school is to be notified by Buckeye Education Association one (1) week in advance of each of the three (3) scheduled meetings. Officers/Executive Council members shall be granted such dismissal for up to ten (10) Executive Council meetings per school year with the approval of the building principal provided the meeting is scheduled after the teacher workday. The officers/Executive Council members will provide their building principal with reasonable notice of the scheduled Executive Council meetings. The BEA shall be granted thirty (30) minutes during the opening general session (A.M. portion) on the first teacher workday to meet with its members.

B. Association Meetings

1. The Superintendent will approve requests to participate in Association meetings not to exceed twelve (12) days in each school year covered by this agreement in order that Association officers or members may attend Association meetings or participate in Association business. The Association will pay the substitute cost for the eleventh (11th) and the twelfth (12th) day.
2. The only cost to the Board of Education for such days shall be the substitute teacher's compensation. Teachers on such leave shall incur no loss of salary.

C. Exclusive Rights

The Board shall grant the BEA such exclusive rights necessary to provide for proper representation of the instructional staff, including: (a) Board agenda - two (2) copies and two (2) copies of the minutes of each Board of Education official meeting for each school with one (1) copy going to the BEA building representative; (b) use of the bulletin boards in teachers' lounges and exclusive organizational right to install organizational bulletin boards therein; (c) payroll deductions for membership dues and FCPE contribution for members starting with the second pay in September and ending with the last pay in June; (d) organizational announcements in faculty meetings, reasonable use of public address system for announcements to be made by the principal or authorized personnel, and faculty bulletins to instructional staff as is in keeping with normal school communication procedure; (e) five (5) minutes time as arranged beforehand at all general instructional staff meetings or building level meetings, shall be made available for BEA announcements; (f) use of telephone during lunch period, after school, during planning period, and other times; (g) use of building for BEA building meetings or Executive Council meetings in that building before or after the scheduled employee workday, provided the custodian is normally on duty for the

period of time requested; (h) limited and reasonable use of school facilities; (l) interschool and intra-school mail services as available.

D. Job Descriptions

The BEA shall be notified of changes in job descriptions for teachers and extracurricular positions and provided the opportunity for input with a meeting with the Superintendent and other decision-making parties prior to Board adoption.

E. Nonpayment of Dues

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken equally out of subsequent pays until such time as the unpaid dues are caught up. The Buckeye Treasurer and the BEA Treasurer shall consult one another to confirm the bargaining unit member has not paid the dues for the month(s) in question.

X. EMPLOYMENT PRACTICES AND CONDITIONS

A. Employee Workday

The regular employee workday shall be no longer than eight (8) continuous hours, including a duty-free lunch period. The length of the duty-free lunch period shall be no less than:

Kindergarten through twelfth grade - 30 minutes.

With the exception of parent-teacher conferences, any work performed outside the workday or work year that is not expressly set forth in this Agreement shall be voluntary. Parent-teacher conferences may extend the hours worked in a regular workday; however, the teachers will be given corresponding release time as scheduled in accordance with section C.4. below.

No teacher shall be expected to start on elementary time and end on secondary time (or vice versa) or work a schedule that extends the workday unless the teacher requests that schedule, without additional pay.

B. Leaving the Building

Leaving the building at the duty-free lunch period and at other times during the school day.

1. Duty-Free Lunch Period

Teachers who have a desire to leave the building during their duty-free lunch period as scheduled by the building principal shall check out/in on the form located in the principal's office, giving the teacher's name, time leaving the building, and time re-entering the building.

2. Permission to Leave the Building during the Scheduled Workday

Teachers who have a need to leave the school building during any other time during the school day due to unforeseen circumstances that cannot be addressed outside of the workday shall discuss this need with the principal or designee. If, in his/her judgment, the principal or designee believes the circumstances require the teacher to leave and arrangements can be made without conflict with other activities or needs, the principal or designee will, whenever possible, cooperate.

C. School Calendar

1. The school year for teachers will consist of one hundred eighty-five (185) days as follows:

178	Days of Instruction
2	Parent-Teacher Conference Days
3	Teacher Professional Days
<u>2</u>	Teacher Report Days
185	Salary Based Days

2. A minimum of two (2) days per school year shall be scheduled for the purposes of parent-teacher conferences. The first and second such days shall be during the first semester of the school year and the third and fourth such days shall be during the second semester.

Intervention Specialists will be required to attend Parent-Teacher Conference days. Each Intervention Specialist will be given four (4) half days to be chosen at their discretion for IEP preparation and planning. Intervention Specialists must remain in the building during their scheduled half day.

3. During parent-teacher conferences, any teacher with school age children will be given the opportunity to attend a parent-teacher conference in another building or school district. If a bargaining unit member misses conference time, the parents must be notified and the parent-teacher conferences will be made up.

4. A proposed calendar for a given school year will be shared with the BEA for input prior to final Board approval. While the Board will consider the Association's input, concerns and suggestions for scheduling of days of instruction, conference days, professional days, report days, and calamity/make up days, the final schedule will be determined by the Board of Education.

5. The Teacher Professional Days indicated above shall be scheduled at the conclusion of each of the 1st, 2nd, and 3rd nine week grading

periods. The days shall be designated as one-half (1/2) for professional development and one-half teacher (1/2) for the sole use of teachers to complete record keeping and preparation.

D. Annuities Enrollment

Contracts between employees and the Buckeye Local Schools to reduce the employee's basic salary and pay a like amount to a tax sheltered annuity each month for the purchase of a non-forfeitable annuity shall be permitted at any time as permitted by the annuity provider.

The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

E. Substitutes

Anytime a class needs coverage the building administrator will start by utilizing casual substitutes within the building during their unassigned (conference and preparation periods) before any permanent teacher is assigned. At no time shall a special education teacher be pulled from their case load or other regular teaching responsibilities to cover a class.

1. Period substitutes as provided in paragraphs 4 and 5 below shall not be used in either a long-term substitute position or to relieve split-grade classes.
2. Should a regular elementary classroom teacher be assigned by the principal to instruct additional classes or be assigned students from another regular teacher's class for supervisory or instructional purposes beyond his/her regular assignment, he/she shall be compensated at the rate of 1/3 the substitute rate for forty-five (45) minutes to three hours or 2/3 the substitute rate class coverage for any time beyond three hours. The maximum a teacher can receive under this section is 2/3 of the substitute rate class coverage.
3. Substitute teachers will be provided for elementary teachers of art, music, physical education, and special education when available. Upon prior

request by the classroom teacher, substitute aides will be provided for those aides assigned one-on-one with a specific student responsibility when available.

4. When a regular classroom teacher substitutes for an art, music, physical education teacher, or another regular classroom elementary teacher, or when an art, music, physical education, teacher substitutes for a regular classroom elementary teacher, he/she shall be paid for substituting at the "secondary planning period" rate for such assignments of greater than twenty-five (25) minutes and at one-half (1/2) the "secondary planning period" rate for assignments of twenty-five (25) or fewer minutes.

5. Secondary Period Substitution

Every effort shall be made to find a regular substitute for a teacher who is absent. However, all secondary teachers may sign a supplementary contract to substitute during planning periods. Teachers in the middle and high schools may volunteer to cover various classes when a regular substitute is not available. The amount per period will be at the current "secondary planning period" rate as defined in this Agreement. Assignments shall be made in the following order of preference: (1) substitutes or volunteers; (2) persons who hold contracts; (3) persons who do not hold contracts who have not volunteered (on a rotating basis); and (4) bargaining unit members without regular planning period on emergency basis only (e.g., school counselors, nurses, specialists).

6. Upon return from an absence requiring a substitute teacher, the teacher will complete a substitute teacher checklist form. (A substitute is defined as an employee outside of the bargaining unit, for the purposes of this checklist.)

The checklist is to be mutually developed and agreed upon.

7. Planning Periods

Planning periods are to be teacher directed at all times and are not to be used for mandatory professional development of any kind. Any teacher who is required to use planning and conference time within the student day for proctoring state mandated assessments will receive compensation for that period in accordance with Article XIV, Section I.

F. Payday

1. All teachers shall have their paychecks delivered via direct deposit. Teachers may designate up to (3) different accounts for disbursement of funds. When a payday falls on a legal holiday, checks will be direct deposited on the last business day prior to the legal holiday.

2. Teachers shall have the option of twenty-one (21) or twenty-six (26) pay periods. The selection of a twenty-one (21) pay period will not affect teachers' insurance coverage. A teacher will automatically be on the previous year's pay period schedule unless the teacher notifies the Treasurer of a desire to change on or before the first day of the school year.

G. Just Cause

No bargaining unit member shall be non-renewed, terminated or adversely evaluated without just cause. Adverse evaluation shall be defined as an evaluation that results in a final evaluation rating of "ineffective".

H. Progressive Discipline

Teachers may be disciplined for just cause, and the discipline will be progressive in nature. The Superintendent may initiate action on any step in the procedure and the principal may initiate action on step 1 or step 2 in the procedure, depending upon the number of incidents, the teacher's past and present performance, and the seriousness of the offense. A written reprimand by the principal will be submitted to the Superintendent for his/her initials before placing in the personnel file. The Superintendent may determine that the letter does not warrant placing in the file.

- | | |
|--------|--------------------------------|
| Step 1 | Oral Reprimand |
| Step 2 | Written Reprimand |
| Step 3 | Suspension With or Without Pay |
| Step 4 | Termination for Just Cause |

Any such discipline will be subject to the grievance procedure.

I. School Make-Up Days

In setting the school calendar, a minimum of the instructional hourly equivalent of five (5) school make-up days will be incorporated into the school calendar in the event there is a need to make up time as a result of calamity days. The makeup hours will be scheduled with input from the Association, with the final determination being made by the Board of Education. At the Superintendent's discretion, teachers may be required to report to work on a calamity day which, district-wide, is non-hazardous. The staff and administrators in each building will develop professional development activities for these hours, which may include time for planning and record keeping appropriate to the building prior to October 1 for each year. The District may utilize up to three (3) "Distance Learning" days in which teachers will perform either synchronous or asynchronous lessons as determined by the individual teacher and be available to answer student questions during the regular school hours. Teachers shall only make up school days when and if the students are required to make up hours per the Superintendent.

J. Payroll Deductions

Payroll deductions shall include but are not limited to:

FCPE	Credit Union	Cancer Insurance
CDC	SIRS Credit Buy-Back	Tax-Sheltered Annuities
United Way	Dues/Fair Share Fee	U.S. Saving Bonds
Life Insurance	Aflac	125 Flexible Spending Accounts

Payroll deductions for tax sheltered annuities are contingent upon the teacher signing an agreement to hold the Treasurer and Board harmless for any liability, costs or penalties assessed by the Internal Revenue Service due to such deductions, provided the deductions are made correctly.

The Board is responsible for any liability, costs or penalties assessed to an employee by the IRS because of incorrect deductions from the employee's pay.

K. Class Size

1. Ratio-District Wide

The ratio of certificated staff to pupils on a district-wide basis shall be at least one full-time equivalent certificated staff member per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.

2. Secondary

The total load of each regular classroom secondary teacher (grades 6-12) shall not exceed an average of thirty (30) students per class, excluding study hall, physical education, instrumental or vocal music, or lunchroom supervision.

3. Elementary Class Size

a. Grades K-2 shall not exceed an average of twenty-five (25) pupils per each individual homeroom teacher.

b. Grades 3-4 shall not exceed an average of twenty-five (25) pupils per each individual homeroom teacher.

c. Grade 5 shall not exceed an average of twenty-five (25) pupils per each individual homeroom teacher.

d. The "averages" as noted in 3. a-c shall be calculated by adding the number of individual homeroom teachers in each set of grade groupings, (i.e., K-2, 3-4, 5), and dividing them into the total number

of pupils in all grades within the grade groupings. The variation between individual homerooms in a building in each grade level shall not exceed four (4) students.

e. State-Funded Units Class Size

State-funded units (i.e., vocational programs, special education) shall not exceed maximum class size established by the State Department of Education or this Agreement.

f. Traveling Teacher Case Load

Efforts shall be made to have teachers who teach in more than one building travel to another building only once per school day.

g. Special Education Case Load

The case load ratio for intervention specialists shall be in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities, as well as with any federal and state rules for the education of students with disabilities.

h. Student Enrollment

Teachers will notify building administrators of overloads by the 15th working day of each semester. The building administrator will then have fifteen (15) working days to correct the overload. If the overload is not corrected within this thirty (30) working day period, the teacher shall be compensated in accordance with Section j. below.

L. Overload Compensation

An overload shall exist when a class size exceeds the average limit as set forth in Sections K.2. and K.3. of this Article.

1. Overload Compensation

Compensation for overload payments in grades K-5 shall be paid two hundred dollars (\$200) for each additional student over the appropriate grade level limit per semester.

Special teachers shall be paid according to the above formula with the monies divided equally between the affected special teachers.

M. Gifted Training

For all teachers, the cost of any course work required by the state to service gifted students shall be borne by the District and done during professional development days.

N. Schedule

1. Elementary Schedule

- a. Each elementary teacher K-5 shall have two hundred (200) minutes per week of planning time which shall be scheduled during the student day. The Board shall provide each elementary teacher with an additional thirty (30) minutes of planning time for every five (5) instructional workdays. Teachers cannot be required to perform non-instructional duties during this planning time.
- b. Special teachers (art, music, physical education) shall be permitted five (5) minutes between each class.
- c. Teachers shall not be required to attend more than two (2) morning professional development meetings per full school week. Every effort will be made to ensure that no more than one (1) additional morning per full school week will be used for IEP/ETR/IAT or other legally required meetings.

2. Secondary

- a. All secondary teachers shall have at least forty (40) consecutive, uninterrupted minutes of time, within the student day, for duty free planning.
- b. Teachers shall not be required to attend more than two (2) morning professional development meetings per full school week. Every effort will be made to ensure that no more than one (1) additional morning per full school week will be used for IEP/ETR/IAT or other legally required meetings.
- c. Reasonable efforts shall be made to limit the number of a middle school or high school teacher's class preparations to three (3) at any one time and to distribute equitably among middle and high school teachers from school year to school year their total number of class assignments and preparations. Teachers may volunteer to have more than three (3) preps as long as it is mutually agreed upon by the administration and teacher.
- d. Test Proctoring

Every effort will be made to rotate among teachers test proctoring for all state standardized tests.

O. Association Representation

Upon request, a teacher may have Association representation at:

1. A meeting with the administration where the meeting is for the purpose of investigating and/or addressing conduct that is anticipated to lead to discipline; or
2. A meeting with two (2) or more administrators where the meeting does not relate to a specific student concern (e.g., IEP, 504, IAT or student discipline meetings).

The teacher will be given prior verbal notice of the purpose of these meetings.

P. Professional Attire

Teachers are expected to dress in professional attire, defined generally by accepted "business casual" standards, commensurate with the activity/environment in which they are involved. Dress down days for each school will be determined by the building leadership team.

Q. Labor/Management Committee

1. A joint Labor/Management Committee will be maintained to deal with issues concerning the Board of Education and the Association. The Committee will be structured as follows:
 - a. the Superintendent and the Association President
 - b. additional and equal (3 each) representation as appointed by the Superintendent and the Association President.
2. The Labor/Management Committee will meet regularly, with a minimum of four (4) meetings per year, for the purpose of presenting, discussing, clarifying, and/or resolving issues of mutual concern.
3. The function and operation of the Labor/Management Committee will be outlined within the rules established by the Committee.

R. Employee Classroom Support Fund

An Employee Classroom Support Fund with individual teacher accounts will be created. It will be funded by the teacher's participation in after hour school sponsored events such as, but not limited to, Open House, Christmas/Spring Programs, dances, clubs without a paid stipend, and Family Nights or any other event approved by the building Principal. The Fund will be for instructional use only.

The maximum amount for each account will be two hundred-twenty-five dollars (\$225.00). An account for a teacher will be opened in the amount of seventy-five

dollars (\$75.00) upon participation in their first event. A teacher must attend two (2) other events during the same school year to receive an additional one hundred-fifty dollars (\$150.00).

Allocation will be made to the fund on a building basis. The principal will disburse the funds to individual teachers. A maximum of two hundred-twenty-five dollars (\$225.00) can be carried over into the next school year. Payments for attendance at events occurring on or after April 1st shall be credited to the following school year's balance.

S. Teacher on Special Assignment (TOSA)

If the administration determines a TOSA is necessary for a given school year, the position will be posted pursuant to Article VI. Any teacher who fills the position of TOSA will not have duties related to the supervision or evaluation of any bargaining unit member.

T. Special Education Committee

The Board and Association shall develop a joint committee on Special Education issues. The Association shall be represented by one (1), BEA appointed Intervention Specialist per school building. The Board shall be represented by the Special Education Director, one (1) building administrator, and the Superintendent or his/her designee. The committee shall meet at least four (4) times per year for the purpose of reviewing the effectiveness of the Special Education program, to develop recommendations on changes to the program and to address concerns of the Special Education staff.

U. Advanced Placement

Any advanced placement or CCP teacher will be granted one (1) release day per advanced placement or CCP course for the purpose of planning and preparation of the advanced placement or CCP course. All days must be approved by the building administrator.

V. College Credit Plus (CCP)

Prior to the establishment of a CCP course, a committee will be created, consisting of the high school principal, affected teachers, and BEA president, in order to determine policies and procedures regarding the implementation of said course.

W. Traveling Teachers

Teachers required to travel between buildings shall receive fifteen (15) minutes for travel.

X. Resident Educator Summative Assessment (RESA)

The BEA President will meet with mentors in the district to document concerns with the current mentorship program. The list of concerns will be given to the Superintendent to address with the Educational Service Center.

RESA educators will receive two (2) days release time in RESA years not covered by the mentorship program for the purposes of completing RESA requirements.

Y. Educational Environment

1. The Board and association will work collaboratively in building-level PBIS teams to implement state-mandated PBIS. Building-level teams shall use the Tier Fidelity Checklist as a guide in reviewing the District's progress on applying PBIS, as well as make recommendations regarding addressing negative student behavior(s) that align to the PBIS model for the purpose of improving academic and social outcomes and increasing learning for all students, and creating an educational environment conducive to learning.
2. The teachers and the principal(s) of each school will communicate and cooperate with each other in a prompt and professional manner to maintain the effectiveness of school discipline through the PBIS model.

XI. SENIORITY

A. Seniority Defined

1. Seniority shall be determined by the length of continuous service in the Buckeye School System in any area a teacher is certified. Among those with the same length of continuous service, seniority shall be determined by:
 - a. The date of the Board meeting at which the teacher was hired, and then by,
 - b. The date on which the teacher submitted a completed job application, and then by,
 - c. Total teaching experience, and then by,
 - d. A draw of numbers with the person holding number one (1) as the most senior.
2. Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.
3. For purposes of the RIF program, teachers with continuing contract status shall have greater seniority than limited contract teachers. Preference will be

granted to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

B. Posting of Seniority List

The seniority list shall be posted annually in each building/work site. The seniority list shall indicate, by area of certification, the seniority standing and contract status of each employee. The list shall be provided to the BEA President on or before the date of posting.

C. Correction of Inaccuracies

Each employee whose name appears on the seniority list for the first time will have the right to challenge his/her seniority standing. Once the dispute has been resolved, the employee will be precluded from further challenging his/her seniority standing. At any time, teachers may challenge the areas of certification listed on the seniority list or typographical errors. Any dispute under this paragraph will be subject to the grievance procedure.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board, including exhaustion of recall rights as provided in Article XII, Reduction in Force. A bargaining unit member who accepts a non-bargaining unit position shall have his/her seniority frozen until such time as the employee reenters the bargaining unit.

E. Certification

Any teacher hired on or before August 15, 1995 who wishes to drop areas of certification must provide written notice of that intent on or before October 1 of the school year proceeding the school year during which the change will take effect.

Any teacher hired on or after August 16, 1995 cannot drop areas of certification without prior Board approval.

XII. REDUCTION IN FORCE

A. Reasons

A reduction in force (RIF) shall be deemed necessary only for the reasons defined in O.R.C. 3319.17. This Article shall not apply to teachers employed as substitutes.

Reduction in force for "financial problems" may be effective after the beginning of the school year only if the District will have an operating deficit at the end of that school year.

B. Attrition

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements in so far as practicable for employees who retire or resign or whose limited contracts are not renewed.

C. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition or non-renewal of limited contracts, reductions shall be achieved by the suspension of teaching contracts in accordance with O.R.C. 3319.17 and this Agreement. Within each area of certification/licensure affected, any reduction in force not achieved by attrition will be accomplished by first, suspending the teaching contract of teachers with limited teaching contracts and second, by suspending continuing teaching contracts. The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of reduction in force decisions made prior to June 15, 2014, all teachers will be deemed "comparable".

Reduction in force decisions made on/after June 15, 2014, will look at comparable evaluations within the specific overall evaluation category received by the affected teacher (i.e., limited contract teachers in the affected area of licensure who received an overall rating of ineffective will be laid off before a limited contract teacher with an overall rating of developing, and within the category of ineffective, the most junior teachers will be laid off before the more senior).

D. Procedures

1. Notification of Association

When a reduction in force is to be implemented, the BEA President shall receive, in writing, at least fourteen (14) calendar days prior to the Board action approving a reduction in force:

- a. A list of the positions in each teaching field affected by the reduction in teachers; and,
- b. The seniority lists for all teachers as outlined in Article XI, Seniority.

Note: Tutor positions and individuals employed as tutors will not be included on the lists referenced in Subparagraphs (a) and (b) above and are not subject to this reduction in force procedure.

- c. The proposed time schedule; and
 - d. The reasons for the proposed action.
2. After receiving written notice of the anticipated Board action on reduction in force, the BEA President may request a meeting with the Superintendent to discuss the impacted position, the individuals directly affected by the

proposed reduction in force and any anticipated involuntary transfers that may occur as a result of the reduction in force in accordance with Article XII D. 6 below.

3. Notification of Teachers

Any teacher whose contract is ultimately affected by a reduction in force, following any reassignments or involuntary transfers per Article XII D. 4 shall be notified of such action at least forty (40) days prior to the effective date of the reduction in force.

4. Non-renewal Versus Suspension of Contract

A limited contract teacher who was not otherwise being considered for non-renewal and who is a subject of a reduction in force will have his/her contract suspended instead of non-renewed. Notwithstanding this provision, nothing in this article shall abridge the Board's right to non-renew the limited contract of a teacher as provided under O.R.C. 3319.11.

5. Re-employment of Teachers from the RIF List

a. A teacher whose name appears on the RIF List shall be offered reemployment when a position becomes available for which he/she is certified/licensed. The RIF List shall contain the years of continuous service in the District and subjects certified/licensed to teach. Teachers shall be returned to active employment to fill vacancies for which they are certified/licensed with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of recall all teachers will be deemed "comparable", if they were RIF'd prior to June 15, 2014, for the remainder of their time on the recall list. Individuals laid off on/after June 15, 2014, will be recalled based upon comparable evaluations within the specific overall evaluation category received by the affected teacher (i.e., limited contract teachers in the affected area of licensure who received an overall evaluation of developing will be recalled before a limited contract teacher with an overall rating of ineffective, and within the category of ineffective, the most senior teacher will be recalled before more junior teachers).

b. When a vacancy or an opening resulting from a leave of absence which will last to the end of the school year occurs in the District, the Board shall notify all teachers certified/licensed for the position by certified mail to their last known address. It is the teachers responsibility to keep the Board informed of his/her whereabouts. The teacher shall respond to the Board in writing within fifteen (15) days from the date of delivery of the Board's letter. The Board shall

reinstate that teacher indicating availability and desire for such position who has the greatest seniority.

- c. No teachers new to the District will be employed until all teachers on the RIF List eligible for any position by certification have been offered a contract for the position in accordance with the provisions of this policy.
 - d. Teachers whose contracts are suspended in accordance with this Article shall remain on the RIF List for up to three (3) school years, beginning from the effective date of the contract suspension, or until the teacher waives recall rights in writing, resigns, or accepts employment in another school district. Teachers whose continuing contracts are suspended in accordance with this Article shall be placed on the RIF List effective with the effective date of the contract suspension and shall remain on the RIF List until the teacher waives recall rights in writing, resigns, retires, accepts employment in another school district or fails to respond to an inquiry of interest in writing by April 1. Prior to March 1 of each year the Board shall send an inquiry of interest by certified mail, return receipt requested, to each continuing contract teacher on the recall list to determine continued interest in remaining on the recall list. The letter shall state that if a response is not received by the Board by April 1, the teacher will be removed from the recall list. The teacher must respond to the inquiry of interest by April 1 in order to remain eligible for recall.
 - e. Upon recall, all rights related to salary, sick leave, fringe benefits, and seniority shall be fully restored.
 - f. Where the group insurance policies permit, a teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
 - g. Teachers on the RIF List will be given priority consideration as substitute teachers in the District.
 - h. Acceptance or rejection of a position other than a regular full time teaching position shall not, of itself, constitute a waiver of these recall rights.
 - i. The Board will not contest unemployment compensation requests by a teacher whose contract is suspended due to a reduction in force.
6. Involuntary Transfers Resulting From Reduction in Staff

When it is necessary to transfer remaining teachers after a reduction in force, and only with respect to such transfers, the following procedures shall apply:

- a. Any teacher required to move from building to building shall be considered as an involuntary transfer.
 - b. Before any teacher is involuntarily transferred, the Superintendent shall make available to every affected teacher a list of all positions to be filled by involuntary transfer. Any teacher to be involuntarily transferred may, within fourteen (14) days after the list is made available, express his/her preference for a position. Any other qualified teacher may also submit an application for transfer to any such positions within fourteen (14) days. The Superintendent shall consider teacher preferences and seniority but shall retain the final authority to transfer teachers in accordance with Ohio Revised Code 3319.01.
 - c. Should the position from which a person is involuntarily transferred be recreated or vacated within three (3) school years of the transfer, the individual shall be given the right of first refusal prior to the position being posted or otherwise filled. Should the individual who was transferred bid out of the position from which he/she was involuntarily transferred, he/she will lose the right of return to the former position.
7. State and Federal Law
- Exceptions to preference for retention or recall based on seniority may be made when necessary to do so in order to comply with state and federal laws regarding employment.
8. Grievance Procedure
- Only the procedure by which reduction in force is carried out shall be subject to the arbitration provision of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provision of this Agreement.

XIII. GRIEVANCE PROCEDURE

A. Statement of Policy

In order to provide the best possible educational climate and program for the Buckeye Local School District, and to establish harmonious effective relationships among those working toward this goal, the purpose of grievance procedures is to resolve satisfactorily personnel differences which would tend to unsettle or undermine the effective functioning of the school system. These procedures are based on sound, comprehensive and generally available personnel practices. Employees of the Buckeye Local School District are guaranteed the right to be

heard, and to present their grievances in accordance with this plan with freedom from reprisal or discrimination. Decisions shall be rendered fairly and promptly.

A grievance shall not be used for the purpose of changing a provision of the negotiated Agreement.

B. Definitions

1. Grievance

A grievance is defined as a written claim filed by an employee(s) or the BEA alleging that there has been a violation, misapplication, or misinterpretation of a term, condition, or provision of this Agreement.

2. Party of Interest

"Party of Interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

3. Grievant

The term grievant shall include any certificated, non-supervisory personnel in the Buckeye Local School District.

4. Days

Days shall mean actual working school days, or during the summer, the five working days excluding holidays.

5. Non-contractual Issues

Issues involving any alleged violation, misinterpretation, or application of individual contracts, written board policy, written administrative procedures, will not be considered grievable and will, instead, be addressed by the Buckeye Board/BEA Labor/Management Committee. All parties will be permitted representation. Discussions and resolution will be held confidential by all parties.

C. Rights of the Grievant and the Association

1. A grievant shall be present at all grievance hearings and may only be represented by the Association. At all levels other than the arbitration level the grievant may have up to two (2) representatives of the BEA and/or OEA accompany him/her. The number of representatives allowed at arbitration shall be determined by the parties and/or arbitrator.

2. The grievant and the Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and

disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the parties concerned.

3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

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

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.

D. Time Limits

1. The number of days at each step is considered a maximum unless:
 - a. The time limits are extended, in writing, by mutual agreement.
 - b. Illness or unusual circumstances prevent meeting the time requirements of the Informal procedure, Step I, or Step II.
2. If an employee does not file a grievance in writing within thirty (30) days after he/she knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be decreed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year or is filed during the summer, the grievance shall continue on the time limits specified.
6. No grievance may be heard when classes are in session; however, any grievance submitted to arbitration pursuant to Step III shall be heard at a time and location subject to the arbitrator's approval.
7. All communications on grievances shall be hand delivered with initials of the recipient and date recorded thereon, or sent by certified mail.

E. Grievance Procedure

1. Informal Procedure

If a teacher believes there is basis for a grievance, he/she shall first discuss the matter with his/her principal in an effort to resolve the problem informally. The teacher has the right to be accompanied by the Association building representative.

Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and procedures of the Board.

If the grievance is not resolved within five (5) days of such informal meeting, he/she may present his/her formal claim by submitting Step I - Complaint by the Aggrieved in triplicate, which is set forth in the Appendix. Copies of this form showing the date of occurrence and a statement of the nature of the grievance will be given by the teacher to the Association building representative and to the principal. Before proceeding to Step I, the grievance must have the approval of an appropriate review committee of the Association.

Step I

Within five (5) days of receipt of the Grievance Report Form, the principal shall meet with the teacher and his/her Association representative in an effort to further resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) school days after such meeting by completing Step I - Decision of the Principal and returning to the teacher, the Association representative, and the Superintendent.

If the teacher is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant and the Association shall complete the lower portion of the Step I - Decision of the Principal and submit that form within ten (10) school days to the Superintendent, the principal, and the Association representative.

Step II

Within five (5) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. The designee of the Superintendent shall not be the principal involved in Step I. Within five (5) school days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his/her portion of Step II and forwarding it to the teacher, the Association, and the principal.

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, then the grievant and the Association shall complete the lower

portion of Step II - Decision of the Superintendent or Designee within ten (10) days and submit the grievance to arbitration, by filing a copy with the Treasurer along with Step I - Complaint of the Aggrieved and Decision of the Principal. Notification of such appeal shall also be given by the grievant to the Superintendent, the principal, and the Association.

Step III

If the grievance is not settled at Step 2, the parties may mutually agree to submit the matter to grievance mediation through the Federal Mediation and Conciliation Service (FMCS). Such agreement must be made within ten (10) days of the written decision at Step 2 and, if the parties determine to proceed to mediation, the parties will mutually notify FMCS to schedule the mediation.

Step IV

If grievance mediation is not chosen, within ten (10) school days, an Association representative shall appeal to the American Arbitration Association (AAA) for a list of seven (7) arbitrators. The arbitrator selection and all other procedures shall conform to the AAA Voluntary Rules of Arbitration.

The arbitrator shall be without power or authority to add to, subtract from, disregard, alter or modify any of the terms, conditions, or provisions of this Agreement. He/she shall have no power to establish or change negotiated salary schedules. In the event a grievance is appealed to an arbitrator on which he/she determines that he/she does not have the authority to rule, it shall be referred back to the parties of interest, but such decision shall not interfere with a teachers or the BEA's right to pursue this matter in court. An arbitrator's decision shall be limited to the finding of fact on the meaning and interpretation of the language of this Agreement, along with the grievance cited and the dispositions rendered in the various steps. (This sentence in no way limits what may or may not be presented by either party at an arbitration hearing.)

The costs for the services of the arbitrator, including his/her per diem expense, if any, and actual and necessary travel time and subsistence expenses, shall be borne equally by the Association and the Board.

XIV. SALARY SCHEDULE AND OTHER PAY REGULATIONS

A. Salary

The salary schedules shall be in effect in accordance with the Appendices attached hereto. [Increase the base salary 2% effective July 1, 2021, 2% effective July 1, 2022, and 2% effective July 1, 2023.]

B. Salary Index

A salary schedule index shall be in effect in accordance with the Appendix attached hereto.

C. College Credits

1. Certified transcripts must be submitted to the Office of the Local Superintendent no later than October 1 in order to move on the salary schedule effective with the first day of the first semester and no later than March 1 in order to move on the salary schedule effective with the first day of the second semester. If the certified transcript is submitted after these dates, salary schedule placement will change effective with the first day of the next succeeding semester.
2. Teachers are required to inform the local Superintendent in writing at the time of registration in additional college course work to assist the Board of Education in budget, salary and appropriate planning.

D. Training Interpretation

1. Bachelors degree column is for teachers who have been awarded a Bachelor's degree by an accredited degree granting college or university.
2. Five (5) year column is for teachers who hold a Bachelors degree and a total of one hundred fifty (150) S.H. of accredited college credit but not a master's degree. Teachers in this classification who also qualify for the Bachelor's plus ten (10) S.H. or plus twenty (20) S.H. columns will be placed in the professional training column for which they qualify.
3. Bachelors plus ten (10) column is a professional training column and is for teachers who have taken ten (10) semester hours of accredited graduate college credit in addition to receiving the Bachelors degree.
4. Bachelors plus twenty (20) S.H. column is a professional training column and is for teachers who have taken twenty (20) S.H. of accredited graduate college credit in addition to receiving the Bachelors degree.
5. Master's degree column is for teachers who have been awarded a Masters degree by an accredited graduate degree granting college or university in a teaching field or directly related to the field of education.
6. Master's degree plus ten (10) S.H. column is a professional training column and is for those teachers who have taken ten (10) S.H. of accredited graduate college credit in addition to being awarded the Master's degree. The credit must be in a teaching field or directly related to the field of education.
7. Master's degree plus twenty (20) S.H. column is a professional training column and is for those teachers who have taken twenty (20) S.H. of

accredited graduate college credit in addition to being awarded the Master's degree. The credit must be in a teaching field or directly related to the field of education.

8. Master's degree plus thirty (30) S.H. column is a professional training column and is for teachers who have taken thirty (30) S.H. of accredited graduate college credit in addition to being awarded the Masters degree. The credit must be in a teaching field or directly related to the field of education.

9. Graduate Credit

There shall be awarded to each teacher credit for all graduate hours taken on the salary schedule, regardless of sequence. No graduate hour(s) can be counted both as part of and in addition to the masters degree.

E. Service and Experience Interpretation

1. Teachers under contract for the effective date of this teachers salary schedule will be granted full credit for prior experience as defined by Section 3317.13 of the Ohio Revised Code.
2. Placement upon initial employment after January 1, 1968, shall recognize full credit for each year of actual teaching and/or military experience as defined in Section 3317.13 and 3317.14 of the Ohio Revised Code to a total of five (5) years' experience.
3. All or part of teaching experience beyond five (5) years may be granted by the local Superintendent based upon his/her evaluation of its contribution to the position and educational program "provided no teacher received less than the amount to be paid pursuant to Section 3317.13 of the Revised Code."
4. In order to be eligible for recommendation for a continuing contract, a teacher must utilize the following process:
 - a. Provide written notification to the Superintendent of intent to obtain continuing contract status. The notification must be received by September 15 of the year for which the teacher wishes to be evaluated for continuing contract consideration;
 - b. Provide a copy of the teacher's professional educator license by September 1 of the school year immediately subsequent to Board action on the continuing contract;
 - c. Show evidence, by September 1 of the year immediately subsequent to the Board action on the continuing contract, of thirty (30) semester hours in the field of licensure or an area related to the teaching field in third or fourth year undergraduate or graduate course work since

the issuance of the initial Ohio professional license or Resident Educator license. If the teacher held a master's degree at issuance of the initial license, show evidence of six (6) additional semester hours of graduate course work in the field of licensure or an area related to the teaching field.

- d. If otherwise eligible for continuing contract, satisfactorily complete a three-year probationary period.
- e. Satisfactorily complete one year as a teacher in the Buckeye Local School District if continuing contract status has already been obtained in another Ohio public school district.

F. Nurses

1. The Superintendent shall take no action to reduce the number of current licensed school nurses. If reduced, reduction shall occur only through attrition; however, the District shall employ, at a minimum, one licensed school nurse pursuant to state law. Nothing in this section shall prevent the Board from hiring qualified medical personnel outside the bargaining unit or contract for such medical service(s). For example, the District has the right to hire health aides, LPNs, etc.
2. The school nurses shall be placed on the teachers' certificated salary schedule as per training and years of experience. Credit for training must be related to graduate level courses that relate to nursing or the field of education. For school nurses with five (5) or more years experience in the public schools or private experience described below, the school nurse shall be minimally placed on the certificated salary schedule at an appropriate level reflecting five (5) years of experience. The Superintendent may exercise discretion to grant additional years of experience, up to a maximum of ten (10) years on the salary schedule. Years of experience may include experience in the private sector related to direct patient care (not administrative experience).
3. The provision above shall not be applied retroactively. No school nurse is entitled to reimbursement for non-school nursing that was not credited for any school year prior to the 2001-2002 school year. However, salary placement adjustments will be made effective with the 2001-2002 school year for nurses employed before July 1, 2001. Nothing in this provision shall be contrary to law or guidelines of the State Department of Education.
4. The school nurses shall be on a one hundred eighty-five (185) days work schedule. Extra days to be approved by the Superintendent and shall be paid at the rate of one-one hundred eighty-fifth (1/185) of the annual salary per day. Prior written approval beyond the one hundred eighty-five (185) day year must be received from the Superintendent.

5. Nurses shall not be required to attend parent — teacher conferences.
6. Nurses will begin the school year two (2) days prior to teachers' first day. These days will be used to prepare the clinic for the beginning of the year.

G. Severance Pay

An employee who has had ten (10) or more years of Buckeye Local School service and retires under a state retirement system (e.g. STRS), or dies, shall receive severance pay that is equal to the value of twenty-five percent (25%) of his/her accumulated but unused sick leave capped at seventy-seven and a half (77.5) days.

If the retiring employee is on less than full-time schedule at the time of retirement the calculation of the days due is to be based on the average workday during the year immediately preceding the effective date of retirement. If the retiring employee has been on an unpaid leave of absence, the per diem rate for purposes of calculating severance pay shall be based on the last year of active employment.

The calculation of severance pay shall be made on the basis of each eligible teacher's regular daily base rate of compensation at the time of retirement. Excluded from such calculations shall be annual differentials, shift differentials, all premium payments, regularly scheduled overtime, and all other forms of additional or supplemental compensation.

The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the teacher at the time of retirement.

The payment of severance pay shall be made only once to any teacher. Such payment shall be made within 30 days of the effective date of the teacher's retirement under a state retirement system. For teachers who are not subject to the mandatory deferral of severance pay in Paragraph H, below, severance pay may be deferred to an annuity contract or custodial account that is tax-qualified under Section 403(b) of the Internal Revenue Code if it is permissible to do so under applicable law and the terms of the School District's Section 403(b) Plan.

Severance pay will be paid to the spouse or estate of the teacher in the event of that teacher's death.

H. Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Article XIV, Paragraph G ("Severance Pay") mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC

Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.

2. The terms of the 403(b) Plan shall include the following:
 - a. Participation in the 403(b) Plan shall be mandatory for any teacher who is entitled to Severance Pay and retires after the calendar year the teacher attains age 54.
 - b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay.
 - c. Except as provided below, the required contribution to the 403(b) Plan shall be made within the timeframe described in Article XIV, Paragraph G. regarding the payment of severance pay.
 - d. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired member.
 - e. Unless the retired member otherwise elects, as is provided below, the TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC that was originally proposed for use with the 403(b) Plan using the "Bence!" Plan document. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the member. A participant in the 403(b) Plan may elect to designate another TSA provider who is to receive the employer contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the required contribution under the 403(b) Plan; and the

Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.

f. If a teacher retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider contract and then paid by the plan to a Beneficiary of the teacher in accordance with the terms of the TSA provider contract.

3. If a teacher is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that teacher (i) will continue to be eligible for any and all severance payments payable in accordance with Article XIV, Paragraph G. of this Agreement. The teacher may elect to defer such payments to a "TSA" as permitted by law and Board policy.

4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the B.E.A. guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to a teacher.

I. Substitute Pay for Planning Period

Substitute pay for planning periods for teachers shall be in the amount of:

\$28.00 per period

J. Bargaining Unit Adult Education and Summer School Teachers

Pay for members of the bargaining unit who act as adult education and summer school teachers shall be in the amount of:

\$21.74 per hour

K. Industrial Arts Maintenance

\$24.64 per hour

The time must be approved in advance by the building principal.

L. Work Done Outside of Teacher Day

In consultation/collaboration with bargaining unit members, the parties will determine work to be completed or attendance at any, and/or professional development that occurs outside of the teacher's contracted day, which shall be paid in the amount of:

\$24.04 per hour

M. Elementary Technology Resource Person

Each elementary building will have access to a technology resource person. The technology resource person will be given release time, as deemed necessary by the Superintendent and Technology Coordinator, to assist teachers in the use of technology to enhance curriculum. Compensation will be in accordance with Appendix B.

N. Mileage Reimbursement

Teachers required to travel by the District will be reimbursed at the prevailing IRS rate.

O. Extracurricular and Special Fee Pay Schedule

1. For the purposes of movement on the Extracurricular pay schedule, only years of experience under contract in the particular sport or activity shall be counted. The Superintendent's approval shall be required for: (1) years of experience in the same sport or activity in a school district other than Buckeye, (2) experience in the same sport or activity not under contract, (3) previous experience in the same activity when more than two calendar years have lapsed between resigning a position and accepting a position in the same sport or activity. In no event shall experience in one sport or activity be counted toward placement on the salary schedule in another sport or activity. The Extracurricular pay schedule is indexed to the B.A. base salary.

2. Extended time shall be granted to the following positions for the time stated:

School Counselor – 18 days for High School

15 days for Middle School

13 days for Elementary School

Nurse(s) – 4 days

Library/Media Specialist – 2 days.

Teachers who receive extended days under this provision will prepare a calendar prior to the end of the school year for which to work the prescribed number of days in the upcoming year. This calendar shall be created jointly by the building Administrator and the bargaining unit member, and a copy provided to the payroll department. In order to be paid for an extended day, the teacher must actually work the day – e.g., a sick day does not “cover” an extended day. Any change from the approved calendar will need to be approved by an Administrator.

3. Payment Schedule for Extracurricular and Special Fee Assignments

All fees of .025 or less will be paid the last pay in June of each year. At the teachers request, pay for assignments with a fee of more than .025 that last the entire school year, the fee will be divided over 20 pay periods. Assignments that are greater than .025 that last less than the entire year will be paid in two equal installments, one payment midway through the activity and the other at the completion of the job. Completion of the job shall be defined as completing all events and the end of the season/year report and inventory.

An employee who is on extended leave may have their pay prorated based on attendance at the discretion of the Superintendent.

P. Enrollment of Children of Teachers/Tutors

Employees may enroll their children in the Buckeye Local School District under the Board's Inter-District Open Enrollment Policy which requires a parent to submit an application each year between April 1 and April 15. If the Board rescinds its Inter-District Open Enrollment Policy, teachers/tutors employed on or before January 1, 1998 may enroll their children in the Buckeye Local Schools on a tuition free basis.

Q. National Certification Incentive

1. Any teacher or librarian who becomes certified by the National Board for Professional Teaching Standards (NBPTS) will receive a one-time, lump-sum payment of \$1,500.00, subject to lawful withholdings, payable upon the first pay period following presentation of the certificate.
2. Any counselor who becomes certified as a National Certified School Counselor (NCSC) by the National Board for Certified Counselors, Inc. (NBCC), or becomes certified pursuant to NBPTS counselor certification standards, will receive a one-time, lump-sum payment of \$1,500.00, subject to lawful withholdings, payable upon the first pay period following presentation of the certificate. In situations where a counselor achieves both of the aforementioned certifications, only one incentive payment shall be made to the counselor.
3. Any school nurse who (a) has a minimum of three years experience as a school nurse and (b) receives certification from the National Board for Certification of School Nurses, Inc. (NBSCN) will receive a one-time, lump-sum payment of \$750.00, subject to lawful withholdings, payable upon the first pay period following satisfaction of (a) and (b) above. Any school nurse who, in addition to achieving three (3) years of school nursing experience, also earns a Masters Degree in any of the following areas: Nursing, School Nurse Practitioner, Education-Community Health or related field approved by the Superintendent, will receive payment of an additional \$750.00, subject to lawful withholdings, payable upon the first pay period following completion.

R. Section 125 Plan ("Cafeteria Plan")

1. The Board shall maintain a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the B.E.A.) and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in Paragraphs 3 & 4 below.
2. The Cafeteria Plan will be designated to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. The Plan Year of the Cafeteria Plan shall be October 1 through the following September 30. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The open enrollment dates for pre-tax and after-tax deductions are from September 1st — 15th each year. The election to participate must be submitted on or before September 15th of each school year and may not be revoked during the current Plan Year, unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurers Office.
3. **Dependent Care FSA**
 - a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
 - b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
 - c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.
4. **Health Care FSA**
 - a. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$2,500 per year (exclusive of any teacher contributions for health coverage), and receive a corresponding credit under a health care

FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

- b. The salary reduction shall be made in eighteen (18) equal installments beginning the last pay in October.
- c. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year, plus the applicable run-out period, will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year, plus the applicable run-out period.

4. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's Office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by the participating teacher.

XV. FRINGE BENEFITS

A. Health Benefit Plan

- 1. Employees are covered under a PPO Health Benefit Plan. The bargaining unit members will pay a monthly premium equal to the total cost for medical, prescription, vision and single dental as follows:

2021-2022 Plan Year – ten percent (10%)
2022-2023 Plan year – eleven percent (11%)
2023-2024 Plan Year – eleven percent (11%)

The plan is provided by the Ashtabula County Schools Council of Governments ("ACSCOG").

- 2. Major provisions of the plan are included in Appendix A.
- 3. This plan contains coordination of benefits and subrogation.
- 4. A married employee may elect to enroll in either family or single contract for him/herself.
- 5. Husband and wife employees of the Board of Education may elect to enroll in a family contract or two single plans.

6. An unmarried employee, with no dependents, is eligible to enroll in single coverage only.
7. An unmarried employee, with dependents, is eligible to enroll in family coverage, providing he/she enrolls all eligible dependents.
8. Transfer of existing coverage will be effective with the Buckeye Schools on the first working day.
9. Participation in the hospitalization and surgical insurance plans is not automatic. All employees must make a formal request for enrollment on forms that are available at the Treasurers Office and may also need to complete and file election forms as required under the Cafeteria Plan.
10. The following enrollment regulations apply:
 - a. An employee not enrolled in the health program may enroll in the program at any time permitted under the terms of the Cafeteria Plan and rules of the carrier.
 - b. New employees may enroll in the month of employment with an effective date being the first working day, subject to the rules of the Cafeteria Plan.
 - c. After enrollment, insurance is continuous with employment unless voluntarily canceled by the employee in accordance with the terms of the Cafeteria Plan or termination of employment occurs. Employees will have one opportunity per year to enroll in or opt out of the various insurance programs, in accordance with the terms of the Cafeteria Plan. Any employee who has enrolled will not be able to change that enrollment option until the next scheduled enrollment period, unless permitted under the terms of the Cafeteria Plan.
 - d. Covered employees and their qualified beneficiaries shall be granted full rights established by COBRA for any qualifying event. The cost of the continued group health coverage will be one hundred two percent (102%) of the applicable coverage and will be paid by the employee or qualified beneficiary. Payment shall be made in monthly installments, and the employee or qualified beneficiary shall have thirty (30) days from the first day of the period of coverage (each month) to make timely payments for the coverage.
 - e. When an employee retires, the Board-paid insurance terminates on the first day of the designated month of retirement as determined by STRS.

- f. Employees who have not resigned, but whose request to receive their entire pay in advance for the summer has been approved by the Superintendent, shall continue to receive Board-paid hospitalization for the summer months.
 - g. Employees on a Board-approved medical leave of absence may elect to continue on the Buckeye Local Board of Education health insurance plan, at group rates, at their own expense for the length of the approved medical leave of absence.
11. Employees who work less than a five-hour day shall have their insurance paid for by the Board of Education according to the following schedule subject to any monthly premium payments per Section A 1:

1-2	hours	Board pays: 25%
2:01 - 4	hours	Board pays: 50%
4:01 - 4:59	hours	Board pays: 75%
5 plus	hours	Board pays: 100%

Hours are calculated on the average weekly schedule.

- a. Every September as permanent hours are established, the above schedule will be applied for the year. If a supervisor makes an adjustment in an employee's work schedule that exceeds a period of one month during the year, a corresponding adjustment will be made according to the Board-paid schedule upon the approval of the Superintendent.
 - b. During the summer months, when an employee who pays a portion of his/her premium, is not receiving a paycheck, the employee will be billed for his/her portion of premiums.
12. Concerning any plan selected by employees that is more costly than the present plan, the difference between that plan and the Board-paid plan shall be paid by the employee.
13. All employees are covered on a twelve-month basis unless termination of employment occurs.

During the summer months when an employee who pays a portion of his/her premium is not receiving a paycheck, the employee will be billed for his/her portion of group employee benefits premiums.

B. Dental/Vision

- 1. The Board shall provide and pay a percentage of the premiums for a single group dental plan, which provides one hundred percent (100%) aid to

preventive and diagnostic dentistry, eighty percent (80%) basic restorative service, sixty percent (60%) major restorative services, \$1,000 per person orthodontic sixty percent (60%) deductible, \$1,500 calendar year maximum per person, \$25 individual deductible, \$50 family deductible. The plan is provided by ACSCOG.

An employee enrolled in the family dental plan shall pay the difference between the single and family premium; however, no employee will be required to enroll in the family plan.

Enrollment rights under the Dental Plan shall be subject to the rules of the Cafeteria Plan.

2. The Board shall provide a vision care plan see Appendix.

C. Group Term Life Insurance Policy Regulations

1. The Buckeye Local Board of Education will provide teachers with a \$35,000* Group Term Life Insurance Policy. Teachers will become eligible after a waiting period of three (3) months.
2. In addition, an employee may purchase within thirty one (31) days of eligibility additional life and accidental insurance (AD&D) in \$10,000 increments for the employee up to a maximum of \$300,000, in \$5,000 increments for a spouse up to a maximum of \$150,000, and a flat \$10,000 life benefit only (no AD&D) for child(ren) at his/her own expense upon approval of the carrier. Payroll deductions will be available for this option. Employees who do not elect to purchase additional life insurance within 31 days of eligibility may purchase additional life insurance subject to the evidence of insurability requirements of the group life insurance policy.
3. In the event of death from any cause, the amount of life insurance shown in the Schedule of Benefits will be paid. Accidental Death and Dismemberment is a part of the policy. Arrangements may be made for the beneficiary to have the proceedings of the insurance paid in installments.
4. The policy will include a conversion privilege, and upon termination of employment for any reason, coverage will continue for thirty-one (31) days. The employee may continue to carry his/her coverage on his/her own. No medical examination will be required.
5. The individual employee has the right to name and change the beneficiary.
6. Each teacher will receive an individual policy certificate and will have the right to examine the Master Contract held by the Board of Education.

* \$20,000 if less than four (4) hour employee.

D. Insurance Carrier

The Board retains the right to change insurance carriers and coverage as long as and on the condition that (1) any such change is discussed with the Association prior to the modification or termination of existing insurance programs and (2) any new insurance program or plan is determined to be at least equal to the existing coverage or insurance plan in terms of benefits, coverage and entitlements. The name of all insurance carriers shall appear in the Agreement.

E. Waiver of Insurance

Any teacher who agrees to waive, in writing, all insurances under this Article for a period of one year will receive a lump sum payment of two thousand dollars (\$2,000.00),** which payment will be made on the first pay period following completion of that one (1) year waiver period. In the event ten (10) or more FTE teachers participate in the waiver of insurance, the lump sum payment will be two thousand five hundred dollars (\$2,500.00) for each such one year waiver period. In the event fifteen (15) or more FTE teachers participate in the waiver of insurance, the lump sum will be three thousand dollars (\$3,000) for each such one (1) year period. The one (1) year waiver period, elections to waive the insurances under this Article, and revocations of those elections to waive coverage shall be made solely in accordance with the terms of the Cafeteria Plan.

If an employee rescinds a waiver of coverage before the end of the applicable waiver year, the coverage of the employee and his/her dependents that is available under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. An employee who rescinds his/her waiver will receive no payment for the period of time in which the waiver was in effect. This waiver does not apply to any teacher whose spouse is employed by the Buckeye Local Schools.

**Employees who work less than a five (5) hour day will receive a prorated lump sum payment in accordance with their insurance schedule. Effective with the 2013-14 school year, tutors will receive a lump sum payment of three hundred dollars (\$300).

XVI. EVALUATION

I. DEFINITIONS

- A. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

- B. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.
- C. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure and other information and/or documentation relevant to teacher performance pursuant to the standards of the profession.
- D. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).
- E. Evaluation Instruments: The forms developed by ODE and used by the teacher's evaluator. The approved evaluation instruments are attached to this Agreement as Appendix M.
- F. Evaluation Procedure: The procedural requirements set forth in this agreement and Board policy which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.
- G. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective".
- H. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples, as well as formal observations, classroom walkthroughs, high quality student data and professional growth and/or improvement plan(s) and other information and/or documentation relevant to teacher performance pursuant to the standards of the profession.
- I. High Quality Student Data (HQSD): Data derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher who is being evaluated.
- J. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and by the evaluator, utilized solely when a teacher receives an Evaluation Rating of "Ineffective". The approved form for the Improvement Plan is attached to this Agreement as Appendix M.

- K. The evaluator/Administrator has discretion to place a teacher on a District plan for improvement at any time based on any individual deficiency exhibited in the evaluation system by the teacher.
- L. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).
- M. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.
- N. Poorly Performing Teacher: Teachers identified through the evaluation process set forth in this policy who demonstrate an inability to meet the reasonable expectations of this standards-based evaluation system.
- O. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix M.
- P. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix M of this Agreement

II. PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

III. APPLICATION

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 or a permit issued under 3319.301 and who spend at least fifty percent (50%) of their time providing student instruction.
 2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.
- B. The District shall not conduct an evaluation for any teacher who:
1. Was on leave for fifty percent (50%) or more of the school year;
 2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
- C. The District may elect not to evaluate a teacher who is
1. Participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;

IV. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

The Association and Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the standards-based teacher evaluation system, and its related procedures and processes for the evaluation of teachers in the District.

A. Committee Composition

1. The committee shall be comprised of four (4) Association members appointed by the Association President and four (4) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.

3. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.
2. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.
3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.
4. The committee agenda shall be developed jointly by the co-chairpersons of the committee with input from the Committee.
5. All decisions of the committee shall be achieved by consensus.
6. At the initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.
7. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, be stored and available to members of the committee, Association President, and District Superintendent electronically within five (5) days following each meeting of the committee.
8. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work up to a maximum of the equivalent of three (3) workdays. Training and committee meetings held outside of the contractual workday shall be paid at class coverage rate.
9. The committee may establish sub-committees to assist with their work.
10. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President.
11. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.)

as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The Board and the Association shall bargain, during regular contract negotiations, elements of the teacher evaluation procedure as included in this Agreement, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
4. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by the BEA prior to submitting the recommendation to the Superintendent to submit to the Board.

V. EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

- A. Each evaluator shall be an employee of the Buckeye Local District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C., including an alternative license, and shall be credentialed at the time of any walkthrough, observation, or evaluation. The curriculum advisor may be allowed to evaluate a bargaining unit member if needed.
- B. A teacher's evaluator (primary and secondary) shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed. In the event a primary evaluator is unavailable to conduct the evaluation, the secondary evaluator shall do so.

- C. In assessing a teacher's performance, evaluators shall not discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

VI. ORIENTATION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

- A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this Agreement. All professional development will align with the Ohio Professional Development Standards.
- B. Should there be any changes to the OTES procedure then the Board shall provide training on the components of changes to the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).
- C. Before the first day of instruction with students, teachers shall be provided with an in interactive training of the Ohio Teacher Evaluation System, including but not limited to the purpose, professional growth plans, improvement plans and the evaluation rubric and High Quality Student Data and other pertinent information in the evaluation system.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers.

VII. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

- A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.
- B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

- A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix M of this contract.
- B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator, as well as other information and/or documentation relevant to teacher performance pursuant to the standards of the profession.
- C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
- D. As part of the evaluation cycle, all monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher with the exception of an unannounced holistic observation and walkthroughs consistent with this Agreement.
- E. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated. Should emergency circumstances arise to the extent that remote or virtual performance assessments are necessary, the parties will meet to discuss how evaluations will be performed.
- F. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.
- G. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

OBSERVATIONS

- A. Schedule of Observations
 - 1. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall

be completed no later than January 15th. The second formal observation shall be completed no later than May 1st.

2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above. The third formal observation shall be completed no later than May 1st.
3. One (1) formal observation and post-conference shall occur in a year in which a teacher is not on an evaluation cycle.
4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, any leave of absence of more than three (3) days, or within the first two (2) weeks of school.
5. Teachers shall not receive a formal observation on a day in which a holiday party is planned (Halloween, Valentine's day, 100th day, etc.)
6. A teacher may request a formal observation at any time in addition to those required by this procedure.
7. The formal holistic observation shall be unannounced without a pre-conference. The formal focused observation shall be announced with a pre-conference held prior to the observation, so that the evaluator and the teacher may review the focus area together prior to the observation.

B. Observation Conferences

1. An Administrator shall make every effort to hold a pre-observation conference between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-observation conference, the teacher may provide evidence for the work situation to be observed on the pre-observation form (Appendix M). Any completion of this form shall be considered voluntary.
2. A post-observation conference shall be held after each formal observation. The administration shall make every effort to hold the post-observation conference not more than 5 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

WALKTHROUGHS

- A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:
 - 1. Evidence of planning;
 - 2. Lesson delivery;
 - 3. Differentiation;
 - 4. Resources;
 - 5. Classroom environment;
 - 6. Student engagement;
 - 7. Assessment of student learning;
 - 8. Professional responsibilities
 - 9. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.
- B. The walkthrough shall be at least 5 consecutive minutes, but not more than 10 consecutive minutes in duration.
- C. The teacher shall be provided feedback through the OhioES.
- D. At the request of the teacher, a formal debriefing shall occur the walkthrough to discuss observations of the evaluator.
- E. No more than four (4) walkthroughs shall be conducted in each evaluation cycle.
- F. Walkthroughs shall not disrupt the learning environment in the classroom.
- G. Teachers may request a walkthrough at any time.

HIGH QUALITY STUDENT DATA (HQSD)

- A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.
- B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.
 - 1. The Evaluation Committee shall provide a recommendation to the Superintendent on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

- C. Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:
1. Critically analyze and reflect upon results to support improvement and enhancement of student learning;
 2. Assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class;
 3. Inform and adapt instruction to meet student needs; and
 4. Measure student learning achievement and growth, as well as progress toward achieving state and local standards.
 5. Professional responsibility and growth.
- D. As embedded in the rubric, assessing student performance on a test or tests shall be used for the purpose of analyzing patterns to measure targeted student learning, anticipate learning obstacles, modify instruction, and differentiate to meet the needs of groups of students.
- E. HQSD shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade, content area, or other group.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

- A. Professional growth and improvement plans shall be developed as follows:
1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.
 2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.
 3. Teachers whose evaluation rating is Developing shall develop a professional growth plan guided by their assigned evaluator, pursuant to the terms of this Agreement.
 4. Teachers whose evaluation rating is Ineffective will be placed on a professional improvement plan with their assigned evaluator, pursuant to the terms of this Agreement.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request that the Curriculum Director facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.
- B. The Board shall provide professional development, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.
- C. A teacher in their first year of employment with the District shall not be placed on an improvement plan.
- D. The improvement plan shall include as appropriate and applicable to the specific teacher:
 1. Specific, measurable instructional practices to be observed;
 2. Specific, evidence-based resources, and assistance to be provided;
 3. Clearly articulated timelines for the completion of the plan; and
 4. Shall utilize the form developed by ODE found in Appendix M of this Agreement.
- E. Teachers will be required to have no more than two goals that address an element of a standard of the Ohio Standards for the Teaching Profession and/or components of the observation domains. At least one (1) of the goals must address the teacher's contribution to the achievement of a District goal and/or building level goal.

MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

- A. The District may provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher may be provided release time to allow for consultations and/or observations with the teacher.
- B. Role of the Mentor Teacher
 1. The mentor teacher shall have a minimum of five (5) consecutive years of teaching experience in the District.
 - a. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

- b. The mentor teacher shall hold a valid teaching certificate/license.
 - c. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.
 - d. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.
2. Compensation
- a. Each mentor teacher shall receive a stipend of \$1,000 dollars for each mentee. The stipend is to be paid on the first pay in May of that school year.
3. Protections
- a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.
 - b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
 - c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
 - d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

FINALIZATION OF EVALUATION

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

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

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, within the current evaluation cycle, that is aligned to the Ohio Educator Standards.
2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used. A teacher's failure or refusal to sign or otherwise "pin off" on his/her evaluation does not impact the final summative rating or completion of the evaluation cycle.
4. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.
5. Any continuing contract teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating in accordance with R.C. 3319.111 unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
6. Any continuing contract teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating in accordance with R.C. 3319.111, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
7. The Superintendent shall annually file a report to the ODE including only the following information:
 - a. the number of teachers for whom an evaluation was conducted;
 - b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective).

DUE PROCESS

- A. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to attached a written rebuttal to their evaluation.
- B. All procedural provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall be in accordance with Article XIII.
- C. To the extent necessary, the Board's evaluation policy shall align to the terms of this Agreement.
- D. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 15 days to bargain over the impact of the changes to the extent the changes impact terms and conditions of employment. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Mediation Procedure found in Article XIII of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Mediation Procedure, the parties may avail themselves of any other legal remedy.

SCHOOL COUNSELOR EVALUATION SYSTEM

School Counselors will be evaluated in accordance with the Ohio School Counselor Evaluation System (OSCES).

XVII. OCCUPATIONAL SAFETY AND HEALTH

A. Notice of Violation

Before exercising his/her right under O.R.C. Section 4167.06, an employee must contact his/her principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement.

B. Nondiscrimination

An employee who wishes to assert a claim of discrimination as defined in O.R.C. Section 4167.13 and who uses the grievance procedure of this Agreement to assert such a claim will be barred from asserting such a claim to the State

Employment Relations Board, filing a lawsuit, or pursuing other means of challenge.

C. Internal Administrative Procedure

The parties desire to deal with safety and health complaints, and to attempt to correct any safety or health violations,

internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.R.C. Section 4167.10 until the following process has been completely exhausted:

1. An employee or representative shall immediately bring an alleged health or safety violation to the attention of the affected employee(s)' building principal who will consult with the Superintendent or designee. Within five (5) workdays, the Superintendent or designee will complete a preliminary investigation and provide the employee or representative with a written response. If the employee is not satisfied with the action taken and believes a violation exists, the employee may pursue the remedies available under O.R.C. Section 4167.
2. If an employee believes an alleged health/safety violation presents an immediate risk of harm to the employee, he/she may request a temporary reassignment. If the Superintendent or designee, after an immediate investigation, does not believe the employee's health/safety is in jeopardy, the employee will be notified and will be expected to perform his/her job duties. If the employee disagrees with the determination, he/she may pursue the remedies available under O.R.C. Section 4167.

**XVIII. TEACHER EDUCATION, CERTIFICATION
AND LICENSURE**

Local Professional Development Committees

The Board and the BEA agree to participate in the LPDC available through the Ashtabula Education Service Center and to abide by the procedures developed and implemented by the County LPDC.

XIX. DRUG AND ALCOHOL FREE WORK PLACE

- A. It is the policy of Buckeye Local Board of Education to maintain a drug and alcohol-free work place in full compliance with all applicable federal, state and local laws.
- B. The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:

1. Post-offer, pre-employment testing
 2. Reasonable suspicion testing
 3. Post-accident testing
 4. Return to work assessment
- C. The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:
1. Post-Offer, Pre-Employment Drug and Alcohol Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug and alcohol test conducted by a contractor the Board designates. Employment depends upon satisfactory completion of the test (i.e. negative test results).
 2. Reasonable Suspicion Testing Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing at the time the test is requested. A reasonable suspicion test occurs based on:
 - a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.
 - b. A pattern of abnormal conduct or erratic behavior.
 - c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

The observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.
 3. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

 - a. A fatality of anyone involved in the accident.

- b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment.
- c. Vehicular damage in apparent excess of \$2,000.00.
- d. Non-vehicular property damage in apparent excess of \$2,000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

4. Follow-up Testing after Return-to-Duty Following a Positive Test Result

This test occurs when an employee tested positive and utilizes the Rehabilitation Option described in this section of the Agreement. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.

Any employee who is required to be tested outside of the regular workday shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

D. Rehabilitation Option

In the event an employee tests positive for a controlled substance or alcohol, the employee may elect to resign or seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Last Chance Agreement (Appendix N), which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance and will be subject to random testing for the 12 month period following completion of the rehabilitation option, must be signed by any employee electing this Rehabilitation Option. Rehabilitation undertaken voluntarily in lieu of discipline shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. If the employee's conduct puts the health and/or safety of the students at risk during their duties as a district employee, the Superintendent may forgo the option of a Last Chance Agreement and instead issue discipline, up to and including suspension without pay and/or termination, depending on the severity of the offense. In the event the superintendent forgoes the option of a Last Chance Agreement, the provisions in Article X., Section H. shall apply.

XX. ACADEMIC FREEDOM

- A. A bargaining unit member seeks to educate a student in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and the laws of the land, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and which academic freedom for bargaining unit member and student is encouraged within course of study using research based curriculum and instruction in compliance with the Ohio State Academic Content Standards and College Board guidelines and course requirements.

XXI EFFECTS OF THE AGREEMENT

- A. Term of Agreement

This Master Agreement supersedes all Board policy, rules and regulations that are inconsistent with it. All prior Master Agreements between the Board and Association are null and void by this Agreement.

- B. Distribution and Printing of Agreement

The negotiated Agreement shall be updated and codified each year by the parties. After the parties have mutually agreed to cost and content, the BEA shall make all necessary arrangements for printing. Copies shall be printed in reduced size and distributed to members of the bargaining unit, administrators, and Board members. Also, both the BEA and the Board will each receive twenty (20) additional copies. The cost of such printing will be shared equally by the Board and the BEA.

- C. Severability

The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Ohio Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or unappealable judgment, finds that any provision of this Agreement is in conflict with and does not supersede, any provision of law, the parties shall renegotiate such provision.

- D. Duration

This Agreement shall be for a period of three years with an effective date of July 1, 2021 and an expiration date of midnight, June 30, 2024.

This Agreement is made and entered into by and between the Buckeye Education Association and the Buckeye Local Board of Education and is attested to by the representatives whose signatures appear below.

FOR THE BUCKEYE EDUCATION ASSOCIATION:

Kelley Loudon

PRESIDENT

9-1-21

DATE

FOR THE BUCKEYE BOARD OF EDUCATION:

Shannon Price

PRESIDENT

9/01/2021

DATE

Buckeye Local Schools Certified Plan

Certified Plan	Network	Non-network
All payments are based on the Maximum Allowed Amount and any negotiated arrangements. For Out of Network Providers, you are responsible to pay the difference between the Maximum Allowed Amount and the amount the provider charges. Depending on the service, this difference can be substantial.		
Deductible Per Person/Per Family	\$250/\$500	\$400/\$800
Coinsurance maximum Per Person/Per Family	\$500/\$1,000	\$1,000/\$2,000
Deductible + Coinsurance Maximum	\$750/\$1,500	\$1,400/\$2,800
Out of pocket maximum for medical plan copays	\$4,387/\$8,775	N/A
Out of pocket for prescription drug copays	\$1,463/\$2,925	N/A
Lifetime Maximum	Unlimited	
Coinsurance after deductible	10% after deductible	30% after deductible
Preventive Care		
Well child to age 9	\$0 copay	30% after deductible
Adult routine physical exam	\$0 copay	30% after deductible
Routine OB/GYN Exam	\$0 copay	30% after deductible
Inpatient, Outpatient, Office Services		
Physician office services	\$30 copay	30% after deductible
Allergy testing	\$30 copay	30% after deductible
Allergy treatment	\$30 copay	30% after deductible
Inpatient services	10% after deductible	30% after deductible
Physical medicine & rehab max	Unlimited	
Skilled nursing day maximum	180 days per calendar year	
Outpatient facility services	10% after deductible	30% after deductible
Outpatient therapy or physician's office	\$30 copay	30% after deductible
Physical/occupational therapy maximum visits	60 visits	
Speech therapy maximum visits	20 visits	
Diagnostic X-ray and Lab	10% after ded	30% after deductible
Emergency Use of Emergency Room	\$100 copay (waived if admitted)	
Urgent care services - Emergency	\$30 copay	\$30 copay
Therapeutic abortions	Not covered	Not covered
Ambulance services	Covered in full	Covered in full
Home health care (180 visits per cal year)	10% after deductible	30% after deductible
Hospice services	10% after deductible	30% after deductible
Durable medical equipment	10% after deductible	30% after deductible
Mental health and substance abuse		
Inpatient services	10% after deductible	30% after deductible
Outpatient services	\$30 copay	30% after deductible
Prescription Drug with mandatory mail order after 3rd retail fill		
Retail Copays	\$10 generic/\$20 brand	
Mail Order Copays	\$20 generic/\$40 brand	

Deductibles and Out of Pocket Maximums are accumulated on calendar year basis

Non-network services are covered to the maximum allowable amount.

Complete Summary of Benefits is located at the Buckeye Schools website under the employee tab

Blue View Vision Network

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. Blue View Vision is the only vision plan that gives members the ability to use their in-network benefits at 1-800 CONTACTS, or choose a private practice eye doctor, or go in store to LensCrafters®, Sears Opticalsm, Target Optical®, JCPenney® Optical and most Pearle Vision® locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Routine eye exam once every 12 months	\$10 copay	\$45 allowance
Eyeglass frames Once every 12 months you may select an eyeglass frame and receive an allowance toward the purchase price	\$130 allowance, then 20% off any remaining balance	\$78 allowance
Eyeglass lenses (Standard) Once every 12 months you may receive any one of the following lens options:		
◦ Standard plastic single vision lenses (1 pair)	\$20 copay	\$88 allowance
◦ Standard plastic bifocal lenses (1 pair)	\$20 copay	\$92 allowance
◦ Standard plastic trifocal lenses (1 pair)	\$20 copay	\$125 allowance
Eyeglass lens enhancements When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.		
◦ Transitions Lenses (for a child under age 19)	\$0 copay	No allowance on lens enhancements when obtain of-network
◦ Standard Polycarbonate (for a child under age 19)	\$0 copay	
◦ Factory Scratch Coating	\$0 copay	
Contact lenses – once every 12 months Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.		
◦ Elective Conventional Lenses; or	\$130 allowance, then 15% off any remaining balance	\$105 allowance
◦ Elective Disposable Lenses; or	\$130 allowance (no additional discount)	\$105 allowance
◦ Non-Elective Contact Lenses	Covered in full	\$210 allowance

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

BLUE VIEW VISION MEMBER EXCLUSIVE! You may use your in-network benefit to order your contact lenses from 1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping.

1-800 CONTACTS

Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY		In-network Member Cost (after any applicable copay) Not more than \$39
Retinal Imaging - at member's option can be performed at time of eye exam		
Eyeglass lens upgrades		
When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.	<ul style="list-style-type: none"> o Transitions lenses (Adults) \$75 o Standard Polycarbonate (Adults) \$40 o Tint (Solid and Gradient) \$15 o UV Coating \$15 o Progressive Lenses: <ul style="list-style-type: none"> o Standard \$65 o Premium Tier 1 \$85 o Premium Tier 2 \$95 o Premium Tier 3 \$110 o Anti-Reflective Coating: <ul style="list-style-type: none"> o Standard \$45 o Premium Tier 1 \$57 o Premium Tier 2 \$68 o Other Add-ons and Services 20% off retail price 	
Additional Pairs of Eyeglasses Anytime from any Blue View Vision network provider	<ul style="list-style-type: none"> o Complete Pair 40% off retail price o Eyeglass materials purchased separately 20% off retail price 	
Eyewear Accessories	o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. 20% off retail price	
Contact lens fit and follow-up A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.	<ul style="list-style-type: none"> o Standard contact lens fittings Up to \$55 o Premium contact lens fittings 10% off retail price 	
Conventional Contact Lenses	o Discount applies to materials only 15% off retail price	

SOME OF THE ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM

1-800 CONTACTS After your benefits for the coverage period have been used, you can save on contact lenses with this offer. ⁵	o For this and other great offers, login to member services, select discounts, then Vision, Hearing & Dental	Save \$20 on orders of \$100 or more and get free shipping
Laser vision correction surgery LASIK refractive surgery.	o For this offer and more like it, login to member services, select discounts, then Vision, Hearing &	Discount per eye

¹Please ask your provider for his/her recommendation as well as the progressive brands by tier.

²Please ask your provider for his/her recommendation as well as the coating brands by tier.

³A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

⁵Discount cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
 To Email: oonclaims@eyewearspecialoffers.com
 To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

BUCKEYE LOCAL SCHOOLS
Ashtabula, Ohio 44004

EXTRACURRICULAR AND SPECIAL FEE ASSIGNMENTS

Indexed to Teachers Salary Schedule, BA Column, 0 Years Experience

	Years of Experience		
	I	II	III
	<u>(0-3)</u>	<u>(4-6)</u>	<u>(7 & over)</u>
ATHLETICS:			
HS Athletic Manager	.13	.14	.15
JH Athletic Manager	.07	.08	.09
Athletic Trainer	.12	.13	.14
Head Cross Country Boys/Girls combined	.14	.15	.16
Assistant Cross Country Boys/Girls	.08	.09	.10
Head Football	.16	.17	.18
Assistant Football (10)	.10	.11	.12
Head Golf (2) Boys/Girls	.10	.11	.12
Head Soccer (2) Boys/Girls	.16	.17	.18
Assistant Soccer (2) Boys/Girls	.10	.11	.12
Head Volleyball	.16	.17	.18
Assistant Volleyball (4)	.10	.11	.12
Head Basketball (2) Boys/Girls	.16	.17	.18
Assistant Basketball (8) 4 Boys/4 Girls	.10	.11	.12
Head Wrestling	.16	.17	.18
Assistant Wrestling (3)	.10	.11	.12
Head Baseball	.14	.15	.16
Assistant Baseball	.09	.10	.11
Head Softball	.14	.15	.16
Assistant Softball	.09	.10	.11
Head Tennis (2) Boys/Girls	.14	.15	.16
Assistant Tennis (2) Boys/Girls	.04	.045	.050

	Years of Experience		
	I	II	III
Head Track (2) Boys/Girls	.14	.15	.16
Assistant Track (6) 3 Boys/3 Girls	.09	.10	.11
Head Swim Coach (1)	.10	.11	.12
Weight Room Coach (1)	.10	.11	.12
CHEERLEADER ADVISORS:			
Varsity (2) 1 Fall, 1 Winter	.10	.11	.12
Assistant (2) Boys/Girls	.08	.09	.10
ADVISORS:			
Academic Challenge (when participating)	.027	.027	.027
National Honor Society	.025	.025	.025
Senior High Clubs	.025	.025	.025
Junior High Clubs	.015	.015	.015
Prom Advisor	.025	.025	.025
Class Advisors (1 advisor per class- 9, 10, 11 & 12)	.025	.025	.025
Student Council Advisor Elementary (1 per building)	.010	.010	.010
Academic Team Advisor Elementary (1 per building)	.010	.010	.010
Student Council HS	.027	.027	.027
Student Council MS	.025	.025	.025
DRAMATICS:			
Fall Play Director	.050	.055	.060
Technical Director - Fall Play	.020	.022	.024
Spring Drama Director	.050	.055	.060
Spring Music Director	.050	.055	.060
Technical Director - Spring Play	.020	.022	.024
Public Speaking	.045	.045	.045
JOURNALISM:			
Yearbook	.050	.055	.060
Yearbook after school duties and photography	.025	.026	.027
Newspaper	.035	.040	.045
Yearbook - Elementary (1 per building)	.010	.010	.010

	Years of Experience		
	I	II	III
MUSIC:			
Involvement in each musical drama productions	.010	.010	.010
Marching Band Student Monitor	.060	.065	.07
ELECTRONICS:			
Audio Visual Services	.045	.045	.045
Public Address System			
Auditorium Lighting			
TECHNOLOGY/STEM:			
High School	.080	.080	.080
Jr. High	.050	.050	.050
Elementary (1 per building)	.035	.035	.035
Technology Resource (1 per elementary building)			
Kingsville	.05	.06	.07
Ridgeview	.05	.06	.07
Elementary Recreational Sports	\$500 per advisor, per activity		
(based upon enrollment and at Board			
IAT Chair Person (1 Per building)	.03	.03	.03

BUCKEYE LOCAL SCHOOLS
SALARY INDEX

	BA	BA/150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	1.000	1.040	1.060	1.080	1.180	1.220	1.260	1.300
1	1.050	1.090	1.110	1.130	1.230	1.270	1.310	1.350
2	1.100	1.140	1.160	1.180	1.280	1.320	1.360	1.400
3	1.150	1.190	1.210	1.230	1.330	1.370	1.410	1.450
4	1.200	1.240	1.260	1.280	1.380	1.420	1.460	1.500
5	1.250	1.290	1.310	1.330	1.430	1.470	1.510	1.550
6	1.300	1.340	1.360	1.380	1.480	1.520	1.560	1.600
7	1.350	1.390	1.410	1.430	1.530	1.570	1.610	1.650
8	1.400	1.440	1.460	1.480	1.580	1.620	1.660	1.700
9	1.450	1.490	1.510	1.530	1.630	1.670	1.710	1.750
10	1.500	1.540	1.560	1.580	1.680	1.720	1.760	1.800
11	1.550	1.590	1.610	1.630	1.730	1.770	1.810	1.850
12	1.600	1.640	1.660	1.680	1.780	1.820	1.860	1.900
13	1.650	1.690	1.710	1.730	1.830	1.870	1.910	1.950
14				1.780	1.880	1.920	1.960	2.000
15				1.830	1.930	1.970	2.010	2.050
17					1.955	1.995	2.035	2.075
20					1.98	2.02	2.06	2.10
25					2.005	2.045	2.085	2.125

**BUCKEYE LOCAL SCHOOLS
TEACHERS' SALARY SCHEDULE
2021-2022 School Year**

EXP	BA	BA/150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	35,023	36,424	37,124	37,825	41,327	42,728	44,129	45,530
1	36,774	38,175	38,876	39,576	43,078	44,479	45,880	47,281
2	38,525	39,926	40,627	41,327	44,829	46,230	47,631	49,032
3	40,276	41,677	42,378	43,078	46,581	47,982	49,382	50,783
4	42,028	43,429	44,129	44,829	48,332	49,733	51,134	52,535
5	43,779	45,180	45,880	46,581	50,083	51,484	52,885	54,286
6	45,530	46,931	47,631	48,332	51,834	53,235	54,636	56,037
7	47,281	48,682	49,382	50,083	53,585	54,986	56,387	57,788
8	49,032	50,433	51,134	51,834	55,336	56,737	58,138	59,539
9	50,783	52,184	52,885	53,585	57,087	58,488	59,889	61,290
10	52,535	53,935	54,636	55,336	58,839	60,240	61,640	63,041
11	54,286	55,687	56,387	57,087	60,590	61,991	63,392	64,793
12	56,037	57,438	58,138	58,839	62,341	63,742	65,143	66,544
13	57,788	59,189	59,889	60,590	64,092	65,493	66,894	68,295
14	57,788	59,189	59,889	62,341	65,843	67,244	68,645	70,046
15	57,788	59,189	59,889	64,092	67,594	68,995	70,396	71,797
16	57,788	59,189	59,889	64,092	67,594	68,995	70,396	71,797
17	57,788	59,189	59,889	64,092	68,470	69,871	71,272	72,673
18	57,788	59,189	59,889	64,092	68,470	69,871	71,272	72,673
19	57,788	59,189	59,889	64,092	68,470	69,871	71,272	72,673
20	57,788	59,189	59,889	64,092	69,346	70,746	72,147	73,548
21	57,788	59,189	59,889	64,092	69,346	70,746	72,147	73,548
22	57,788	59,189	59,889	64,092	69,346	70,746	72,147	73,548
23	57,788	59,189	59,889	64,092	69,346	70,746	72,147	73,548
24	57,788	59,189	59,889	64,092	69,346	70,746	72,147	73,548
25	57,788	59,189	59,889	64,092	70,221	71,622	73,023	74,424

**BUCKEYE LOCAL SCHOOLS
TEACHERS' SALARY SCHEDULE
2022-2023 School Year**

EXP	BA	BA/150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	35,723	37,152	37,866	38,581	42,153	43,582	45,011	46,440
1	37,509	38,938	39,653	40,367	43,939	45,368	46,797	48,226
2	39,295	40,724	41,439	42,153	45,725	47,154	48,583	50,012
3	41,081	42,510	43,225	43,939	47,512	48,941	50,369	51,798
4	42,868	44,297	45,011	45,725	49,298	50,727	52,156	53,585
5	44,654	46,083	46,797	47,512	51,084	52,513	53,942	55,371
6	46,440	47,869	48,583	49,298	52,870	54,299	55,728	57,157
7	48,226	49,655	50,369	51,084	54,656	56,085	57,514	58,943
8	50,012	51,441	52,156	52,870	56,442	57,871	59,300	60,729
9	51,798	53,227	53,942	54,656	58,228	59,657	61,086	62,515
10	53,585	55,013	55,728	56,442	60,015	61,444	62,872	64,301
11	55,371	56,800	57,514	58,228	61,801	63,230	64,659	66,088
12	57,157	58,586	59,300	60,015	63,587	65,016	66,445	67,874
13	58,943	60,372	61,086	61,801	65,373	66,802	68,231	69,660
14	58,943	60,372	61,086	63,587	67,159	68,588	70,017	71,446
15	58,943	60,372	61,086	65,373	68,945	70,374	71,803	73,232
16	58,943	60,372	61,086	65,373	68,945	70,374	71,803	73,232
17	58,943	60,372	61,086	65,373	69,838	71,267	72,696	74,125
18	58,943	60,372	61,086	65,373	69,838	71,267	72,696	74,125
19	58,943	60,372	61,086	65,373	69,838	71,267	72,696	74,125
20	58,943	60,372	61,086	65,373	70,732	72,160	73,589	75,018
21	58,943	60,372	61,086	65,373	70,732	72,160	73,589	75,018
22	58,943	60,372	61,086	65,373	70,732	72,160	73,589	75,018
23	58,943	60,372	61,086	65,373	70,732	72,160	73,589	75,018
24	58,943	60,372	61,086	65,373	70,732	72,160	73,589	75,018
25	58,943	60,372	61,086	65,373	71,625	73,054	74,482	75,911

**BUCKEYE LOCAL SCHOOLS
TEACHERS' SALARY SCHEDULE
2023-2024 School Year**

EXP	BA	BA/150	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	36,437	37,894	38,623	39,352	42,996	44,453	45,911	47,368
1	38,259	39,716	40,445	41,174	44,818	46,275	47,732	49,190
2	40,081	41,538	42,267	42,996	46,639	48,097	49,554	51,012
3	41,903	43,360	44,089	44,818	48,461	49,919	51,376	52,834
4	43,724	45,182	45,911	46,639	50,283	51,741	53,198	54,656
5	45,546	47,004	47,732	48,461	52,105	53,562	55,020	56,477
6	47,368	48,826	49,554	50,283	53,927	55,384	56,842	58,299
7	49,190	50,647	51,376	52,105	55,749	57,206	58,664	60,121
8	51,012	52,469	53,198	53,927	57,570	59,028	60,485	61,943
9	52,834	54,291	55,020	55,749	59,392	60,850	62,307	63,765
10	54,656	56,113	56,842	57,570	61,214	62,672	64,129	65,587
11	56,477	57,935	58,664	59,392	63,036	64,493	65,951	67,408
12	58,299	59,757	60,485	61,214	64,858	66,315	67,773	69,230
13	60,121	61,579	62,307	63,036	66,680	68,137	69,595	71,052
14	60,121	61,579	62,307	64,858	68,502	69,959	71,417	72,874
15	60,121	61,579	62,307	66,680	70,323	71,781	73,238	74,696
16	60,121	61,579	62,307	66,680	70,323	71,781	73,238	74,696
17	60,121	61,579	62,307	66,680	71,234	72,692	74,149	75,607
18	60,121	61,579	62,307	66,680	71,234	72,692	74,149	75,607
19	60,121	61,579	62,307	66,680	71,234	72,692	74,149	75,607
20	60,121	61,579	62,307	66,680	72,145	73,603	75,060	76,518
21	60,121	61,579	62,307	66,680	72,145	73,603	75,060	76,518
22	60,121	61,579	62,307	66,680	72,145	73,603	75,060	76,518
23	60,121	61,579	62,307	66,680	72,145	73,603	75,060	76,518
24	60,121	61,579	62,307	66,680	72,145	73,603	75,060	76,518
25	60,121	61,579	62,307	66,680	73,056	74,514	75,971	77,429

BUCKEYE LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

STEP I

Aggrieved _____	Date of Formal Presentation _____
Address _____	Telephone _____
Building _____	Principal _____
Years in System _____	Subject Area or Grade _____
Date of Occurrence _____	

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Date: _____

_____ Signature of Grievant

<u>Copies to:</u>	<u>Date Received:</u>	<u>Initials:</u>
Building Principal	_____	_____
Superintendent	_____	_____
Association Representative	_____	_____

8/18/05

BUCKEYE LOCAL SCHOOL DISTRICT

DECISION OF PRINCIPAL

STEP I

(To be completed by building principal within 5 days after hearing)

Aggrieved _____ Date of Formal Presentation _____

School _____ Principal _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

Date of Decision: _____
Signature of Principal _____

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within 10 days of decision)

- _____ No action was taken by principal, I hereby appeal to the Superintendent.
- _____ I accept the above decision of principal.
- _____ I hereby appeal the above decision to the Superintendent for a review of this grievance.

Date of Response: _____
Signature of Aggrieved _____

<u>Copies to:</u>	<u>Date Received:</u>	<u>Initials:</u>
Aggrieved (4)	_____	_____
Superintendent	_____	_____
Association Representative	_____	_____

Notice of Preliminary Designation of FMLA Leave

[NAME OF TEACHER]
[ADDRESS OF TEACHER]

Re: Notice of Preliminary Designation of Family and Medical Leave

Dear [NAME OF TEACHER]:

Please let this letter serve as notice that we are preliminarily designating your use of sick leave for the period of _____ through _____ as family medical leave. While this preliminary designation does not impact your rights under the Master Agreement to elect whether your time off is paid (using available sick leave) or unpaid (using unpaid family medical leave), it will be taken into account for purposes of determining the extension of Board-paid health insurance benefits consistent with Article VIII, Section E.5 of the Master Agreement.

If you do not believe that your leave of absence during the periods of _____ through _____ falls within family medical leave (e.g., your leave was not related to pregnancy, adoption, a personal serious health condition or a serious health condition of a family member), you must so notify the Treasurer within 30 calendar days. The notification should include a verification of the reasons for the leave and why you do not believe that your time off should be designated as family medical leave. If you are unable to provide the information within 30 calendar days, you must contact the Treasurer's office to seek a limited extension of that 30-day period. If you do not provide any response within 30 calendar days or within an agreed upon extension not to exceed fifteen (15) calendar days, the preliminary designation will become final and the days on which you were off from _____ through _____ will be counted toward the leave you have available under the Family and Medical Leave Act.

Should you have any questions, please contact the Treasurer's office.

Sincerely,

_____, Treasurer

Principal _____
Association Representative _____

8/16/08

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? No __ Yes __

If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No ____ Yes ____

Was medication, other than over-the-counter medication, prescribed? No ____ Yes ____

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No ____ Yes ____ If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No ____ Yes ____ . If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No ____ Yes ____

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No _____ Yes _____

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No _____ Yes _____

If so, are the treatments or the reduced number of hours of work medically necessary? No _____ Yes _____

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No _____ Yes _____

Is it medically necessary for the employee to be absent from work during the flare-ups?

No _____ Yes _____. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) month(s) _____

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division



OMB Control Number: 1215-0181 Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

SECTION I: For Completion by the EMPLOYER INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

Name of the family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____

Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No _____ Yes _____ If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Will the patient need to have treatment visits at least twice per year due to the condition? No _____ Yes _____

Was medication, other than over-the-counter medication, prescribed? No _____ Yes _____

Will the patient need to have treatment visits at least twice per year due to the condition? No _____ Yes _____

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No _____ Yes _____ If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No _____ Yes _____. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

4. Will the patient be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No _____ Yes _____

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient care? No _____ Yes _____

Explain the care needed by the patient and why such care is medically necessary: _____

5. Will the patient require follow-up treatments, including time for any recovery? No _____ Yes _____

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No _____ Yes _____

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient and why such care is medically necessary: _____

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities?

No _____ Yes _____

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during the flare-ups? No _____ Yes _____.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) month(s) _____

Duration: _____ hours or _____ day(s) per episode

Explain the care needed by the patient and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

BUCKEYE LOCAL SCHOOL DISTRICT
APPLICATION TO USE SICK LEAVE POOL

I have reviewed the criteria found in Article VIII (B) of the Agreement between the Buckeye Local Board of Education and the Buckeye Education Association.

I will need days from the sick leave pool because _____

I understand that all accumulated sick leave must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Pool will be used.

Signature Date

This form must be forwarded to the Superintendent who will review the application with the B.E.A. President.

Number of Sick Leave Pool days approved _____

Superintendent Signature Date

BUCKEYE LOCAL SCHOOL DISTRICT

SICK LEAVE DONATION FORM

I, _____, wish to donate _____ day(s)
of sick leave to the Sick Leave Pool to be used by _____
_____ (teacher needing the sick leave).

I understand that I will be notified of the deduction when it is made.

Signature Date

This form should be sent directly to the Association President.

LAST CHANCE AGREEMENT

On _____, the Buckeye Local School District agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug abuse. The following conditions apply to your rehabilitation program:

1. You must schedule an appointment with a Certified Chemical Dependency Counselor within 24 hours from the date of your signature below. You must authorize the appropriate treatment program/counselor to provide proof of enrollment in an alcohol/drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Superintendent or his/her designee. Buckeye Local Schools will closely monitor your attendance and your failure to regularly attend all required sessions will be grounds for termination.
2. You will pay for all costs of rehabilitation that are not covered under Buckeye Local Schools benefits plan.
3. During the 12 months following completion of your rehabilitation program, Buckeye Local Schools may test you for alcohol and/or drug use on an unannounced basis to determine if you are in compliance with Buckeye Local Schools drug-free policy. Your refusal to submit to testing or a test positive test result during this period will be grounds for termination.
4. During the term of the rehabilitation program and the subsequent twelve (12) month period referred to in paragraph 3 above, the employee shall comply with all the terms and conditions of the CBA and all Board rules, regulations and policies. In the event the employee fails to perform his/her job satisfactorily, or is guilty of a violation of the CBA or the Boards rules, regulations, and policies, and the misconduct is non-alcohol or non-drug related, the employee will be subject to the regular disciplinary procedures of the CBA. However, should the employee be guilty of a violation of the Board's Drug and Alcohol Free Workplace rules, regulations, or policies, or Drug/Alcohol Free Workplace terms of the CBA at any time during or after the Last Chance Agreement is signed by the employee, the employee will be subject to termination.

I voluntarily agree to all of the above conditions and authorize my treatment provider, _____, to provide my supervisor with proof of my enrollment and attendance at the recommended rehabilitation program.

Employee Signature

Date

Superintendent Signature

Date

Witness

Date

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:

Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio’s Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			

APPENDIX M-1

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio’s Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

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
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence:</i> pre-conference, artifacts, portfolios,	Use of High-Quality Student Data 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). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<i>analysis of student data,</i> <i>lesson plans,</i> <i>student surveys,</i> <i>common assessments</i>	Connections to prior and future learning 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 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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities 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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
					provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	Planning instruction for the whole child Element 1.2 Element 1.4 Element 1.5	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent 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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Element 4.2				professionals and outside resources.
	Element 4.4 Element 6.4				
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment,	Communication with students	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	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 is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to 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
	Element 2.2				
	Element 4.3				
	Element 4.6				
	Element 6.1				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<p>Standard 6: Collaboration and Communication)</p> <p><i>Possible Sources of Evidence:</i></p> <p><i>pre-conference,</i></p> <p><i>post-conference,</i></p> <p><i>formal observation,</i></p> <p><i>classroom walk-throughs/informal observations,</i></p> <p><i>peer review</i></p>		<p>knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.</p> <p>The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<p>LESSON DELIVERY <i>(continued)</i></p>	<p>Element 3.2 Element 3.3</p>			<p>clarifying content as he or she sees challenges.</p>	<p>and clarifying content as he or she sees challenges.</p>
	<p>Evidence</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>
	<p>Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4</p>	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p>	<p>Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole 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>Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines 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</p>

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.		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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
<p>CLASSROOM ENVIRONMENT</p> <p>(Standard 1: Students, Standard 5: Learning Environment)</p> <p><i>Possible Sources of Evidence:</i></p> <p><i>pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i></p>	<p>Classroom routines and procedures</p> <p>Element 5.5</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
	<p>Evidence</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>
	<p>Classroom climate and cultural competency</p> <p>Element 1.4</p> <p>Element 5.1</p> <p>Element 5.2</p>	<p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p>	<p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture.</p> <p>The teacher is aware of needs related to student</p>	<p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-</p>	

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
			sense of well-being but does not address them effectively.	openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence:</i> <i>pre-conference,</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
<i>formal observation,</i> <i>classroom walk-throughs/informal observations,</i> <i>assessments,</i> <i>student portfolios,</i> <i>post-conference</i>		little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning 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	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual 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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues 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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional	The teacher demonstrates a lack of understanding and	The teacher demonstrates minimal understanding of district policies, state and	The teacher demonstrates understanding by following district policies, state and	The teacher demonstrates understanding by following district policies, state and federal

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	responsibilities Element 7.1	regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning 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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined 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 a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text. Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text. Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.

2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature:

Date: Click or tap to enter a date.

HQSD Approval Signature:

Date: Click or tap to enter a date.

Walkthroughs/Informal Observations: Overview and Resources

Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers

Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often

The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student

learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

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:

--

Evaluator Signature: _____

Photocopy to Teacher

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

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.

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name:

Evaluator Name:

Self-Directed
(Accomplished)

Jointly Developed
(Skilled)

Evaluator Guided
(Developing)

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning		<input type="checkbox"/> Classroom Environment	
<input type="checkbox"/> Knowledge of Students		<input type="checkbox"/> Assessment of Student Learning	
<input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			

Comments:

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:		Dates:		
Mark Domain Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities Focus Area(s) Comments:		Date of Observation: Date of Conference: Comments:		
Professional Growth Plan Goal(s):		(Goal(s) prepopulate from previous entry)		
Progress on Professional Growth Plan Goal:		<input type="checkbox"/> Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	<input type="checkbox"/> Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)	
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal <ul style="list-style-type: none"> Carry forward from previous rating 	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

Teacher Signature _____

Date

Evaluator Signature _____

Date

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

BUCKEYE LOCAL BOARD OF EDUCATION

-and-

BUCKEYE EDUCATION ASSOCIATION

REGARDING

**PROVISION OF FREE APPROPRIATE PUBLIC EDUCATION FOR DISABLED
STUDENTS UNDER THE INDIVIDUALS WITH
DISABILITIES EDUCATION ACT**

The parties to this Memorandum of Understanding, the Buckeye Local Board of Education and the Buckeye Education Association, recognize the District's obligation to provide a free appropriate public education for students with disabilities under the IDEA and/or Section 504. The parties further recognize the federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

Recognizing these statutory obligations and the potential impact of these obligations in the regular education classroom setting, the following factors will be considered:

1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting;
2. The effects of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative; and
3. The cost of necessary supplementary services.

The regular education classroom teacher will be given the opportunity to participate in the development of the student's initial IEP and to provide input into the student's annual review. If problems arise for a teacher due to including a special education student in a regular classroom, the

teacher should consult with the building administrator. If necessary, the IEP team may be convened to address the problems.

Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

1. Exploring outside resources that will support and assist the affected teachers in providing education in a least restrictive environment;
2. Providing in-service training to teachers to assist in addressing the legal and educational needs of disabled students in a regular education classroom environment;
3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

No teacher will be required to administer a medically invasive procedure. A teacher may be required to administer medication or drugs in the event of an emergency, where no other trained staff is available. The teacher will first receive proper instructions or training prior to having to administer any such medication or drugs.

FOR THE BUCKEYE
EDUCATION ASSOCIATION

By Julie M. Phares

Date 11/27/01

FOR THE BUCKEYE LOCAL
BOARD OF EDUCATION

By Victoria Keckler

Date 11-26-01

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the Buckeye Local Schools Board of Education (Board of Education) and the Buckeye Education Association (Association) this 11th day of April, 2017.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from July 1, 2014 through June 30, 2017.

WHEREAS, the parties decide to enter into an understanding related to the terms and conditions of employment for the bargaining unit members who retire from the district and are subsequently rehired.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language is intended to modify the Agreement:

1. Upon the Superintendent's recommendation and at the Board's sole discretion, a member who retires from the District may be offered a subsequent one (1) year limited contract beginning at step 5 of the salary schedule recognizing the member's hours beyond their degree. That contract shall automatically expire at the end of that contract year without the need for further Board action. Except as otherwise reflected in this MOU, the member shall have all the rights and responsibilities of any other bargaining unit member under the Agreement during this year of reemployment.
2. Upon the Superintendent's recommendation and at the Board's sole discretion, the retired/rehired member may be offered a subsequent one (1) year limited contract beginning at step 6 of the salary schedule recognizing the member's hours beyond their degree. That contract shall automatically expire at the end of that contract year without the need for further Board action. Except as otherwise reflected in this MOU, the member shall have all the rights and responsibilities of any other bargaining unit member under the Agreement during this year of reemployment.
3. Upon the Superintendent's recommendation and at the Board's sole discretion, the retired/rehired member may be offered an additional subsequent one (1) year limited contract beginning at step 7 of the salary schedule recognizing the member's hours beyond their degree. That contract shall automatically expire at the end of that contract year without the need for further Board action. Except as otherwise reflected in this MOU, the member shall have all the rights and responsibilities of any other bargaining unit member under the Agreement during this year of reemployment.
4. The Superintendent's recommendation and the Board's consideration of that recommendation will be based upon the needs of the District and may take into consideration various factors that may include, but are not limited to, the teacher's performance, the availability of highly qualified candidates (internal and external), and/or any unique training or skills of the candidates. There is no guarantee that any

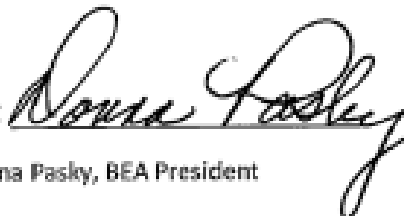
retired member will be rehired under this MOU, and if the Superintendent and/or Board do not support the rehiring of the member, the member will not be permitted to rescind the member's resignation for retirement purposes.

5. The Board will comply with all hearing and notice requirements under Ohio law and STRS regulations in determining whether to rehire a retiree under this MOU.
6. Retirement is considered a break in service for seniority purposes. Therefore, seniority for retired/rehired members will be zero (0) upon such reemployment and any subsequent reemployment.
7. Because they have already retired, there will be no severance pay for members employed by the Board after service retirement.
8. The contract of employment for all retired/rehired members will be for one (1) year and is automatically non-renewed at the conclusion of that year, and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with ORC 3319.11 and 3319.111 or Articles VII, X(G), and XVI (and the MOUs related to the evaluation procedures) with regard to notice, evaluation or any other prerequisite to non-renewal. Similarly, if the member is reemployed at the discretion of the Board for a second or third year, that contract is automatically non-renewed at the conclusion of that year, and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with ORC 3319.11 and 3319.111 or Articles VII, X(G), and XVI (and the MOUs related to the evaluation procedures) with regard to notice, evaluation or any other prerequisite to non-renewal. The retired/rehired member will not be eligible for and expressly waives any right to eligibility for a continuing contract under ORC 3319.08 or the Agreement. For the purposes of these members, the parties specifically agree that this provision supersedes and takes the place of ORC 3319.11 and 3319.111. Nothing herein shall be construed to prohibit the observation and/or evaluation of a retired/rehired member and those members will be evaluated in accordance with Ohio law and the MOUs entered into between the parties.

IT IS FURTHER AGREED that this MOU is intended to supersede any conflicting language of the Agreement as it relates to matters involving bargaining unit members who have retired from the District and are rehired in accordance with the terms of this MOU.

For the Association

For the Board of Education

BY: 

Donna Pasky, BEA President

BY: 

Patrick Colucci, Superintendent